



महाराष्ट्र MAHARASHTRA

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BZ 428650

प्रधान मुद्रांक कार्यालय, मुंबई
प.म्.वि.क. ८००००९४
15 JUN 2023
सक्षम अधिकारी

श्रीमती सावली कोळी

THIS STAMP PAPER IS INTEGRAL PART OF THE
DEED OF ASSIGNMENT DATED JUNE 29, 2023.





महाराष्ट्र MAHARASHTRA

0 2023 0

BY 636286

प्रधान मुद्रांक कार्यालय, मुंबई प.म. ति. त्त १,००००९४
30 MAY 2023
सक्षम अधिकारी

श्री अजय वानखेडे
THIS STAMP PAPER IS INTEGRAL PART OF THE
DEED OF ASSIGNMENT DATED JUNE 29, 2023



Signature



महाराष्ट्र MAHARASHTRA

2023

BZ 428651

प्रधान मुद्रांक कार्यालय, मुंबई
प.म. लि. क्र. ८००००९४
15 JUN 2023
सक्षम अधिकारी

श्रीमती सायली कोळी

THIS STAMP PAPER IS INTEGRAL PART OF THE
DEED OF ASSIGNMENT DATED JUNE 29, 2023.



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DEED OF ASSIGNMENT OF TRADEMARK

THIS DEED OF ASSIGNMENT ("Deed") is entered into on 29th day of June 2023 ("Effective Date") at Mumbai.

BETWEEN

JSW Cement Limited, a company incorporated under Companies Act, 1956 and within the meaning of Companies Act, 2013 and having its Registered Office at JSW Centre, Bandra Kurla Complex, Bandra East, Mumbai 400051 (hereinafter referred to as "**Assignor**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **ONE PART**

AND

JSW IP Holdings Private Limited, a company incorporated under Companies Act, 1956 within the meaning of Companies Act, 2013 and having its Registered Office at JSW Centre, Bandra Kurla Complex, Bandra East, Mumbai 400051 (hereinafter referred to as "**Assignee**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**

The Assignor and the Assignee are hereinafter collectively referred to as "**Parties**", and severally as "**Party**."

WHEREAS:

(A) JSW IP Holdings Pvt Ltd. is the sole and exclusive Brand Owner of the registered trademark both word mark and device label logo  titled 'JSW' (hereinafter "JSW Brand") and goodwill associated therewith along with all variations thereof;

(B) The JSW Brand have been licensed by Brand Owner for use by other companies and entities within the JSW Group in respect of various businesses which include steel production, cement manufacturing, power generation, aluminum production, generation of gases, financial services, IT and ITES services, transmission and trading, mining, infrastructure activities including development of ports, shipyards, townships, roads and rail connectivity and other infrastructural facilities, port related services, services relating to sports and organization of sporting events.

(C) The Brand Owner and the Assignor have entered into a Brand Equity and Business Promotion Agreement dated October 08, 2014 (hereinafter the "**Agreement**"). Pursuant to which the Brand Owner had *inter alia* granted to the Assignor, the right to use the JSW Brand, its marks and/or the marketing indicia, subject at all times to the Assignor's compliance with the terms and conditions of the Agreement.

(D) The Assignor had filed necessary application(s) with the Trademark Registry in India and obtained registration of the trade mark, more particularly described and listed in Schedule 1 annexed hereto; hereinafter referred to as "Trade Marks";

(E) Pursuant to the terms and conditions of the Agreement, the Assignor has agreed to assign and the Assignee accepts all right, title, interest and benefit of Assignor in and unto the Trade Marks together with all ancillary rights relating thereto and along with the goodwill, to and unto the Assignee; and



(G) The Parties have agreed to execute this Deed for the purposes of recording of the said assignment.

NOW THEREFORE, in consideration of, and subject to, the mutual covenants, agreements, terms and conditions herein contained the mutual benefits to be derived there from and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1 ASSIGNMENT

1.1 In consideration of a total sum of Rs. 50,000/- (Rupees Fifty thousand only) (receipt and sufficiency whereof the Assignor hereby acknowledges and admits), the Assignor hereby grants, assigns, conveys and transfers unto the Assignee the following rights from the Effective Date in perpetuity for the entire world:

1.1.1 the entire right, title, claim and interest, benefit, in and to the Trade Marks together with all ancillary rights relating thereto and along with the goodwill of the business upon or in relation to which the Trade Marks have been used and/ or registered (as the case may be);

1.1.2 all rights which Assignor had hitherto enjoyed thereunder including the right to apply/register and sue for present or past infringement/passing off in relation to the Trade Marks, in any and all variations.

1.2 The Assignor acknowledges and agrees that the aforesaid rights assigned to the Assignee (hereinafter referred to as the "Assigned Rights") shall not revert to the Assignor if such rights are not exploited by the Assignee.

2 REPRESENTATIONS AND WARRANTIES

2.1 The Assignor hereto represents and warrants to the Assignee that:

2.1.1 the execution and delivery of this Deed and the consummation of the transactions contemplated herein have been duly approved and authorised by all requisite parties and no other actions (corporate, statutory or otherwise) on its part is necessary;

2.1.2 this Deed has been duly and validly executed and delivered by them, and constitutes legal, valid and binding obligations enforceable against them in accordance with the terms of this Deed.

2.1.3 the Assignor has and shall have full and sufficient right, power and authority to assign the Trade Marks and the Assignor has no obligations to any third party that shall in any way limit or restrict its ability to assign the same in the manner provided herein and consummate the transactions contemplated hereunder;

2.1.4 that the Assigned Rights vest solely and exclusively with the Assignor, free from all charges, liens, encumbrances and claims, and that the Assignor has a good, clear and marketable title in and to the Assigned Rights as of the Effective Date;

2.1.5 no third party actions, claims or legal proceedings have been made or filed or conclusively determined against the Assignor in connection with the Assignor's ownership of the Assigned Rights;



- 2.1.6 no rights, licenses or assignments in relation to the Assigned Rights are valid as on the Effective Date and that the Assignors have not granted the same to any third party;
- 2.1.7 the Assignee shall be entitled to use and enjoy the benefit of the Assigned Rights in the territory of the whole world and in perpetuity;
- 2.1.8 the Trade Marks (as applicable) are valid and subsisting and that all applications, registrations, renewal and other fees in respect of each of the Trade Marks have been paid, and that none of the Trade Marks are subject to, or is likely to be subject to, amendment, challenges to validity, removal or surrender;
- 2.1.9 that no other intellectual property rights in relation to the business of the products under the Trade Marks have been retained by the Assignor and the Assigned Rights are the complete set of intellectual property rights used for the business of the products under the Trade Marks.
- 2.1.10 it shall not directly or indirectly conceive, adopt, use, attempt to register any trade mark identical or similar to the Trade Marks anywhere in the world;
- 2.1.11 it is unaware of any infringement/passing off or likely infringement/passing off of any of Trade Marks;
- 2.1.12 no claim has been made by any third party in relation to the ownership and use the Trade Marks, against the Assignor and the Assignor is unaware of any circumstances likely to give rise to a claim other than the Assignee; and
- 2.1.13 exploitation of the Assigned Rights in relation to the Trade Marks does not and will not infringe the rights of any third party anywhere in the world.

2.2 The Assignee hereto represents and warrants to the Assignor that:

- 2.2.1 the execution and delivery of this Deed and the consummation of the transactions contemplated herein have been duly approved and authorised by all requisite parties and no other actions (corporate, statutory or otherwise) on its part is necessary;
- 2.2.2 this Deed has been duly and validly executed and delivered by them, and constitutes legal, valid and binding obligations enforceable against them in accordance with the terms of this Deed.
- 2.2.3 It shall strictly comply with the terms and conditions of the Agreement.

3 FURTHER ASSURANCES

The Assignor shall for the purpose of vesting the full benefit of the right, title and interest assigned to the Assignee and in particular perfecting the title of the Assignee in the Trade Marks, or completing or attending the opposition proceedings, or registering the assignment of the Trade Marks, perform (or procure the performance of) all further acts and things, and execute and file any documents required to be executed and filed with any appropriate authority, at the request of the Assignee at the sole costs and expense of the Assignee.



4 **INDEMNITY**

Each Party shall defend, indemnify, keep indemnified and hold the other Party, its assignee, its affiliates and their directors and employees harmless from all claims, suits, damages, costs and expenses (including reasonable attorney's fees), losses, fines, charges, liabilities, cause of action, by third parties in relation to or arising out of the breach of representations and warranties under this Deed.

5 **CONFIDENTIALITY**

The Parties and their respective employees and agents shall not disclose the terms and conditions of this Deed to any third party unless required to do so by a court of competent jurisdiction and/or for recordal of this Deed or authorized in writing by the other Party.

6 **GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION**

6.1 This Deed shall be governed by and construed in accordance with the laws of India.

6.2 The courts in Mumbai shall have exclusive jurisdiction in respect of any disputes arising out of this Deed or otherwise between the Parties to this Deed.

7 **MISCELLANEOUS**

7.1 Amendment. Any provision of this Deed may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective.

7.2 Specific Performance. This Deed shall be specifically enforceable at the instance of any Party. The Parties agree that a non-defaulting Party will suffer immediate, material, immeasurable, continuing and irreparable damage and harm in the event of any material breach of this Deed and the remedies at law in respect of such breach will be inadequate and that such non-defaulting Party shall be entitled to seek specific performance against the defaulting Party for performance of its obligations under this Deed in addition to any and all other legal or equitable remedies available to it.

7.3 No Agency. This Deed is on a principal-to-principal basis. Neither Party is an agent of the other. This Deed does not constitute any partnership or joint venture between the Parties. Assignor is not authorized to act on behalf of Assignee purporting to bind the Assignee. Assignee is not authorized to act on behalf of Assignor purporting to bind the Assignor.

7.4 Counterpart. This Deed may be executed in one counterpart and such counterparts taken together shall be deemed to constitute one and the same instrument.

7.5 Severability. In case of one or more of the provisions contained in this Deed shall for any reason be held invalid, illegal or unenforceable in any respect, such holding shall be construed by limiting such provision to such extent as would nearly be possible to reflect the intent, purpose and economic effect of such, or, if such is not possible, by deleting such provisions from this Deed.

7.6 Costs and Expenses. Each Party will bear its own legal costs and expenses of and incidental to the preparation of this Deed and will bind and ensure for the benefit of the Parties and their respective successors in title. Notwithstanding anything contained in this Deed, the Party that is required by applicable law or customarily required to bear and pay certain taxes to the Government in relation to this Deed, shall pay and bear such tax.



IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR
RESPECTIVE HANDS TO THESE PRESENTS ON THE EXECUTION DATE TO BE
EFFECTIVE FROM THE EFFECTIVE DATE:

For and on behalf of the Assignor:)
JSW Cement Limited,)
By: Narinder S Kahlon)
Title: Director Finance & Commercial)
authorized by the Assignor vide its board)
of directors resolution passed at its meeting)
held on June 1, 2023, in the presence of)
Witness :)

Shubham Arora

For and on behalf of the Assignee:)
JSW IP Holdings Private Limited)
By: Mr. Sanjeev Doshi)
Title: Director;)
in the presence of)
Witness :)
.....)

// R E C I E P T //

RECEIVED by the Assignor from the Assignee a sum of Rs. 50,000/- (Rupees Fifty thousand only)
via RTGS fund transfer vide UTR no. 032697396511 on June 27, 2023 in terms of this Deed.

For and on behalf of JSW Cement Limited


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Authorized Signatory







SCHEDULE 1 – List of JSW Co-branded Trade Marks
(as specified hereinbelow)

Sr. No.	Application Number	Date of Filing	Applicant	Class	Mark	Status
1	4595959	4 August 2020	JSW CEMENT LIMITED	1	JSW Cement	Registered
2	4595960	4 August 2020	JSW CEMENT LIMITED	19	JSW Cement	Registered
3	4595961	4 August 2020	JSW CEMENT LIMITED	37	JSW Cement	Hearing attended on 26 April 2022
4	4595968	4 August 2020	JSW CEMENT LIMITED	1	JSW CEMENT -The Leader's CHOICE	Registered
5	4595969	4 August 2020	JSW CEMENT LIMITED	19	JSW CEMENT -The Leader's CHOICE	Registered
6	4595970	4 August 2020	JSW CEMENT LIMITED	37	JSW CEMENT -The Leader's CHOICE	Hearing attended on 26 April 2022
7	4598395	6 August 2020	JSW CEMENT LIMITED	1	JSW Cement (label) 	Registered
8	4598396	6 August 2020	JSW CEMENT LIMITED	19	JSW Cement (label) 	Registered
9	4598397	6 August 2020	JSW CEMENT LIMITED	37	JSW Cement (label) 	Registered
10	4728969	2 November 2020	JSW CEMENT LIMITED	1	JSW SLAG SAND (LABEL) 	Registered
11	4728970	2 November 2020	JSW CEMENT LIMITED	19	JSW SLAG SAND (LABEL) 	Hearing fixed on 14 July 2022



12	4728971	2 November 2020	JSW CEMENT LIMITED	37	JSW SLAG SAND (LABEL) 	Registered
13	4728972	2 November 2020	JSW CEMENT LIMITED	1	JSW SLAG SAND	Registered
14	4728973	2 November 2020	JSW CEMENT LIMITED	19	JSW SLAG SAND	Registered
15	4728974	2 November 2020	JSW CEMENT LIMITED	37	JSW SLAG SAND	Registered
16	4728975	2 November 2020	JSW CEMENT LIMITED	1	JSW CEMENT COMPCEM (LABEL) 	Registered
17	4728976	2 November 2020	JSW CEMENT LIMITED	19	JSW CEMENT COMPCEM (LABEL) 	Registered
18	4728977	2 November 2020	JSW CEMENT LIMITED	37	JSW CEMENT COMPCEM (LABEL) 	Registered
19	4728978	2 November 2020	JSW CEMENT LIMITED	1	JSW CEMENT COMPCEM	Registered
20	4728979	2 November 2020	JSW CEMENT LIMITED	19	JSW CEMENT COMPCEM	Registered
21	4728980	2 November 2020	JSW CEMENT LIMITED	37	JSW CEMENT COMPCEM	Accepted & Advertised
22	4728981	2 November 2020	JSW CEMENT LIMITED	1	JSW CEMENT COMPCEM (LABEL) 	Registered
23	4728982	2 November 2020	JSW CEMENT LIMITED	19	JSW CEMENT COMPCEM (LABEL) 	Registered



(Signature)

24	4728983	2 November 2020	JSW CEMENT LIMITED	37	JSW CEMENT COMPCEM (LABEL)	Registered
						
25	4875117	22 February 2021	JSW CEMENT LIMITED	1	JSW CEMENT - ENDUROPLAST	Registered
26	4875118	22 February 2021	JSW CEMENT LIMITED	19	JSW CEMENT - ENDUROPLAST	Registered
27	4875119	22 February 2021	JSW CEMENT LIMITED	37	JSW CEMENT - ENDUROPLAST	Registered
28	4875123	22 February 2021	JSW CEMENT LIMITED	1	JSW CEMENT - KRYSTALEAKPROOF	Hearing attended on 20 December 2022. Application is accepted.
29	4875124	22 February 2021	JSW CEMENT LIMITED	19	JSW CEMENT - KRYSTALEAKPROOF	Under Opposition
30	4875125	22 February 2021	JSW CEMENT LIMITED	37	JSW CEMENT - KRYSTALEAKPROOF	Under Opposition
31	4875129	22 February 2021	JSW CEMENT LIMITED	1	JSW CEMENT - DURAFLO	Under Opposition
32	4875130	22 February 2021	JSW CEMENT LIMITED	19	JSW CEMENT - DURAFLO	Under Opposition
33	4875131	22 February 2021	JSW CEMENT LIMITED	37	JSW CEMENT - DURAFLO	Under Opposition
34	4875135	22 February 2021	JSW CEMENT LIMITED	1	JSW CEMENT – ENDUROPLAST (Label) 	Registered
35	4875136	22 February 2021	JSW CEMENT LIMITED	19	JSW CEMENT – ENDUROPLAST (Label) 	Registered



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36	4875137	22 February 2021	JSW CEMENT LIMITED	37	JSW CEMENT – ENDUROPLAST (Label)	Registered
37	4875138	22 February 2021	JSW CEMENT LIMITED	1	JSW CEMENT – KRYSTALEAKPROOF (Label)	Under Opposition
38	4875139	22 February 2021	JSW CEMENT LIMITED	19	JSW CEMENT – KRYSTALEAKPROOF (Label)	Under Opposition
39	4875140	22 February 2021	JSW CEMENT LIMITED	37	JSW CEMENT – KRYSTALEAKPROOF (Label)	Under Opposition
40	4875141	22 February 2021	JSW CEMENT LIMITED	1	JSW CEMENT – DURAFLO (Label)	Under Opposition
41	4875142	22 February 2021	JSW CEMENT LIMITED	19	JSW CEMENT – DURAFLO (Label)	Under Opposition
42	4875143	22 February 2021	JSW CEMENT LIMITED	37	JSW CEMENT – DURAFLO (Label)	Under Opposition
43	2410608	12 October 2012	JSW CEMENT LIMITED	19	JSW Cement (DEVICE OF ARMS)	Registered



Signature