



കേരളം കേരल KERALA

ASSIGNMENT DEED

X 305484

This Deed of Assignment executed at Ernakulam on this the 21st day of February 2022

BETWEEN

M/s Reglis Cars Private Limited, a Company registered under the Indian Companies Act of 2013 having its registered office at No.43/21, Trinity Tower, Chathangattu Road, Palarivattom, Kochi 682 025 (hereinafter referred to as "the Assignor", which expression shall, wherever the context permits, mean and include its successors and assigns) represented by its Director Mr. Padmakumar V.P of the One Part

AND

M/s Popular Autoworks Private Limited (PAWL) a Private Limited Company incorporated under the Companies Act, 2013 and having its having registered office at 32/2571-H, Kuttukaran Centre Mamangalam, Kochi 682 025, Kerala (hereinafter referred to as "the Assignee", which expression shall, wherever the context permits, mean and include its successors and assigns) represented by its Vice President (Operations), Mr. A Suresh Kumar of the Other Part

For POPULAR AUTOWORKS PVT. LTD.

For Reglis Cars Private Limited


A.S.K.
Authorized Signatory


Director

No. 66326 Date 18.02.2022

Value of Rs. 1000/-

Sold To Popular Autoworks Pvt Ltd

JAYAKUMAR G.
Stamp Vendor
High Court Of Kerala
Ernakulam
mamangalam.
Ernakulam.





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A. **WHEREAS** the Assignor is the owner and registered proprietor of the trademark

mark **CARMARQ** vide TM registration nos

- (i) 4145042 (word mark) in class 35;
- (ii) 4145043 (**CARMARQ** - device mark) in Class 35
- (iii) 4145044 (word mark) in class 37;
- (iv) 4145045 (**CARMARQ** - device mark) in Class 37

(hereinafter referred to as "**the said Mark**")

B. **AND WHEREAS** the Assignor got assigned the said mark along with its appurtenant goodwill from M/s Kuttukaran Green Private Limited (formerly known as Kuttukaran Pre Owned Cars Private Limited), Door No.40/3397, 1st Floor, Kuttukaran Centre, Mamangalam, Kochi – 682025 vide Assignment Deed dated 09/11/2020 for valuable consideration.

C. **AND WHEREAS** now the Assignee desires to acquire all of the Assignor's right, title interest and appurtenant goodwill in the said Mark **CARMARQ** and the Assignor agrees to assign title, interest and all appurtenant goodwill in and to the said Mark to the Assignee;

For **POPULAR AUTOWORKS PVT. LTD.**


A. S. J.
Authorised Signatory

For Regis Cars Private Limited


P
Director

No. 66327 Date 18.02.2022

Value of Rs. 1000/-

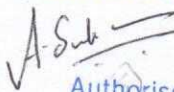
Sold To Popular Autoworks Pvt Ltd
JAYAKUMAR G
Stamp Vendor
High Court of Kerala
mamangalam




NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. In consideration of the sum of Rs. 25, 000/- (Rupees Twenty five thousand only), having been paid by the Assignee to the Assignor before the execution of these presents, the receipt of which, the Assignor hereby acknowledges and acquits, releases and discharges the Assignee from such payment and every part, the Assignor doth hereby relinquish all of their rights, title, interest and all appurtenant goodwill in the said Mark; assign and transfer unto the Assignee, the full ownership of the said Mark, together with all rights, title, interest and appurtenant goodwill of the Assignor in, over or upon the said Mark and together with the benefit of registration thereof under the Trademarks Act 1999 TO HOLD the same unto and to the use of the Assignee absolutely and forever, with right to use the same in connection with the services for which, the said Mark is registered and also with any other goods/services which the Assignee may put to use.
2. The Assignor hereby covenants that:
 - (i) Pursuant to the assignment, the Assignee owns the entire right, title, interest and all appurtenant goodwill in and to the said Mark and shall be entitled to use the said Mark absolutely and forever, with full rights of disposition over the same.
 - (ii) The registration of the said Mark is currently valid and subsisting and in full force and effect and is in the name of the Assignor;
 - (iii) Assignor has not assigned or licensed the said Mark, with respect to any Class whatever, to any other person or entity or granted or agreed to grant, either expressly or impliedly, any trademark or service mark rights with respect to the said Mark to any other person or entity;
 - (iv) Pending transfer of registration of the said Mark, in the records of the Trade Marks Registry, the Assignor shall not grant any license to any one for use of the said Mark.

For POPULAR AUTOWORKS PVT. LTD.


Authorised Signatory

For Regis Cars Private Limited


Director

- (v) The Assignee will be entitled to use the said Mark in which the same is registered and in respect of any other classes which they intends to use, without any objection or interruption by the Assignor or any person claiming through or under or in trust for them.
 - (vi) The Assignor will, at the request and cost of the Assignee, at any time sign and execute such documents, letters, writings etc. as may be necessary for better and more perfectly assuring the said Marks unto the Assignee and particularly for transfer of existing registration to the Assignee's name.
 - (vii) If required by the Assignee, the Assignor will execute a Power of Attorney in favour of the Assignee, authorizing the Assignee to do all acts and things, required for the registration of the Trade Mark, in the various classes in the name of the Assignee.
3. The Assignor hereby declares, confirms and warrants that:
- (a) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized;
 - (b) Execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party
 - (c) Assignor has no residuary right, title, interest and or goodwill in the said Mark, remaining with them, upon this assignment of the said Mark, in favour of the Assignee, save and except the obligation to do all such acts and things for effectively registering the said Mark in favour of the Assignee in the records of the Trade Marks Registry, for which necessary applications, documents, letters, writings etc, are to be made by them.
 - (d) Assignor has not created any charge, hypothecation or any other encumbrance over the said Trade Mark and that they has absolute right, title and interest in the said Trade Mark and is entitled to transfer the same to the Assignee
 - (e) There is no order of any Court of Law or other authority, prohibiting the Assignor from transferring the said Mark, in favour of the Assignee.

For POPULAR AUTOWORKS PVT. LTD.


Authorised Signatory


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Director

- (f) There are no proceedings pending in any court or Tribunal or other authority, in respect of the ownership of the Assignor, over the said Trade Mark.
4. All costs, charges and expenses for registration of the said Trade Mark in favour of the Assignee and the stamp duty payable on this instrument shall be borne and paid by the Assignee.
5. This Deed shall be governed and construed in accordance with Indian law and the parties hereto submit to the exclusive jurisdiction of the courts at Aluva for any adjudication of disputes.


IN WITNESS WHEREOF THE PARTIES HEREIN have put their hands at Ernakulam on the day, month and year first above written.

Signed and delivered on behalf of Assignor
M/s Regiis Cars (P) Ltd


Mr. Padmakumar V.P
Director



Signed and delivered on behalf of Assignee
M/s Popular Autoworks (P) Ltd (PAWL)


Mr. A Suresh Kumar
Vice President (Operations)



Witnesses

1) VARON . T . V
AGE: 35
S/O: T. RAMACHANDRAN
XXV/37-A, VARISAM
PUTHIYAKKAVU, TRIPUNITHUR
ERNAKULAM, KERALA - 682301

2) PRAMOD JAJI, age 47
S/O JAJI IYER
CHATHURUTHY (A)
KATTAKARA (R) WSSF
KALLOOR. P.O. KODU - 17