



महाराष्ट्र MAHARASHTRA

2020

YL 570267



जिल्हा कोषागार कार्यालय, ठाणे  
11 2 AUG 2021  
मुद्रांक प्रमुख निजीक / निजीक

### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is made and entered into at Mumbai on this the 21<sup>st</sup> Day of August, 2021 (the "Effective Date"):

**BETWEEN:**

Dr. Mukul Shantilal Jain, S/o Mr. Shantilal Jain, aged 34 years, residing at Plot No. 50, Platinum Aura, Flat No. 102, 1st Floor, opposite Jain Mandir, 5th Road, Khar West, Mumbai-400052, having PAN number AGUPJ7864K (hereinafter referred to as "Assignor", which expression shall, unless repugnant to the context and meaning thereof, mean and include his legal heirs, representatives and permitted assigns);

**AND**

Kids-E-Dental LLP, a limited liability partnership incorporated under the laws of India, with its registered office at 411, Akruiti Arcade, J P Road, Opposite A H Wadia high school, Andheri West, Mumbai - 400053 (hereinafter referred to as "Assignee", which expression shall, unless repugnant to the context and meaning thereof, mean and include his legal heirs, representatives and permitted assigns);

For KIDS- E- DENTAL LLP

For Laxmi Dental Export Private Limited

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Designated Partner

Director



महाराष्ट्र MAHARASHTRA

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जिल्हा कोषागार कार्यालय, ठाण  
12 AUG 2021  
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Wherever the context requires, the Assignor and the Assignee shall be individually referred to as "Party" and together as "Parties".

Recitals:

- The Assignor has been engaged in the business of innovating and developing pediatric dental products (the "Business").
- The Assignor has agreed to assign to the Assignee all the Intellectual Property Rights (*defined*) held by them individually and jointly in connection with the Business under the brand "Kids-E-Dental" (the "Assigned IP" the details of which are more explicitly provided in **Annexure B** of this Agreement).
- In view of the above, the Parties hereto are entering into this Agreement to give effect to the Assignor assigning all of their rights, title, and interests in and to the Assigned IP pursuant to the terms and conditions contained in this Agreement.

For Laxmi Dental Export Private Limited

For KIDS-E-DENTAL LLP

Director

Designated Partner

NOW, THEREFORE, the Parties hereto agree as follows:

**1. ASSIGNMENT**

- 1.1 Subject to the terms and conditions of this Agreement, the Assignor hereby absolutely, exclusively, perpetually and irrevocably assigns, in lieu of the consideration set forth here below, to the Assignee all worldwide claims, rights, titles and interests in and to the Assigned IP, including all registrations and/or applications for registration thereof, together with the goodwill thereof, for the entire world and the Assignee hereby accepts such assignment ("Assignment").
- 1.2 From the Effective Date, the Assignee shall be the sole and absolute owner of the Assigned IP and the Assignor shall cease to have any rights with respect thereto.
- 1.3 The Assignment of the Assigned IP under this Agreement shall not lapse or be considered void on account of a failure by the Assignee to exercise any of the assigned Intellectual Property Rights, titles or interests, for any length of time or in any part of the world.
- 1.4 The Assignor and the Assignee shall jointly execute and submit all necessary documents and forms, if any, required by the regulatory authorities to ensure that the assignment of the Assigned IP and recordal of assignment with the authorities is complete.
- 1.5 All rights which Assignor hitherto assigned include the right to seek statutory protections and exploit the Assigned IP.
- 1.6 The Assignor constitutes the Assignee as their irrevocable attorney for doing any act, deed or agreement, including executing any and all documents and making applications for registration or recording subsequent proprietorship, to ensure the vesting of absolute ownership of the Assigned IP in the Assignee and to protect the interests of Assignee so that the Assignee can procure the full benefits of the provisions of this Agreement. The Assignee shall be entitled to use the name of the Assignor for any such purpose, and the Assignor agree that this entitlement cannot be terminated to the prejudice of the Assignee.


**2. CONSIDERATION**

The Assignee agrees that in lieu of the assignment of the Assigned IP, by the Assignor in favour of the Assignee, the Assignee is paying an assignment fee of INR 1,000 (Rupees One thousand) ("Consideration") to the Assignor. The Assignor acknowledge the adequacy and receipt of the Consideration for the Assignment.

**3. REPRESENTATIONS AND WARRANTIES**

- 3.1. The Assignor represent and warrant to the Assignee that:
  - 3.1.1 the Assigned IP is the absolute property of the Assignor and are held free of



For KIDS- E- DENTAL LLP  
  
Designated Partner

For Laxmi Dental Export Private Limited



Director

encumbrances;

- 3.1.2 the Assignor has the rights, power and authority to assign the Assigned IP in accordance with this Agreement;
- 3.1.3 the Assignor has not entered into any other agreements, documents or deeds for sale, transfer, license or assignment of the Assigned IP;
- 3.1.4 the assignment of the Assigned IP by the Assignor under this Agreement shall not constitute breach of any other agreement, understanding or arrangement, oral or written, to which he is a party;
- 3.1.5 there is no third party claiming any interest in the Assigned IP;
- 3.1.6 the Assignor has no knowledge of any third-party Intellectual Property infringement claims, lawsuits, or demands arising under or in connection with the Assigned IP;
- 3.1.7 no third-party consents, assignments or licenses are necessary to perform its obligations under this Agreement;
- 3.1.8 the Assignor is not aware of any facts or circumstances that could affect or create impediment in the registration of the Assigned IP, or of any material fact or circumstance which if not disclosed to the Assignee would materially alter or affect the decision of the Assignee to acquire the Assigned IP under this Agreement;
- 3.1.9 the Assignee shall be entitled to use and enjoy the benefit of the Assigned IP perpetually and worldwide pursuant to this Deed;
- 3.1.10 the goodwill generated henceforth by virtue of use of the Assigned IP shall inure to the benefit of the Assignee;
- 3.1.11 the Assignor agrees to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations made under this Agreement inaccurate in any way.
- 3.1.12 Apart from the list of Assigned IP mentioned in Annexure B in this Agreement, there are no other trade marks and domain names in the name of the Assignor and the said list in Annexure B is the full and complete list.

#### 4. INDEMNIFICATION

- 4.1 The Assignor shall indemnify and agree to keep the Assignee (along with its Affiliates, officers, directors, employees, agents, licensors, and their respective successors and assigns and representatives) indemnified from and against all actions, claims, proceedings, losses, damages, costs, charges, expenses, penalties or other liabilities that may at any time hereafter be brought against, incurred, suffered or imposed on the Assignee by reason or as a consequence of:

- (i) any breach by the Assignor of any of their representations and warranties or obligations in this Agreement, or

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For KIDS- E- DENTAL LLP

  
Designated Partner

For Laxmi Dental Export Private Limited



Director



- (ii) any litigation, arbitration or other proceedings or amounts payable under any judgment, verdict, court order or court settlement resulting from the infringement of any third-party Intellectual Property Rights to the extent that such infringement is attributable to the actions and/or omissions of the Assignor or their agents or legal representatives prior to the Effective Date.

4.2 The Assignor agree that their obligations under this Agreement are necessary and reasonable in order to protect the Assignee and their business, and also that monetary damages would be inadequate to compensate the Assignee for any breach by the Assignor of any obligations, representations and warranties under this Agreement. Accordingly, the Assignor agrees and acknowledges that any such breach, expressed or implied, will cause irreparable injury to the Assignee and that, in addition to any other remedies that may be available under the Applicable Law, the Assignee shall be entitled to obtain injunctive relief against such breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages. The Assignee shall be entitled to recover reasonable attorney's fees for any action arising out of any such breach by the Assignor or their contractors.

## 5. GOVERNING LAW AND DISPUTE RESOLUTION

5.1 This Agreement and all questions of its interpretation shall be construed in accordance with the laws of the Republic of India without regard to its principles of conflicts of laws.

5.2 All disputes arising from or in connection with this Agreement, including its formation, shall be first be solved by amicable resolution between the Parties within 60 (sixty) days from the date the dispute arose. In the event of failure of amicable resolution, the dispute shall be referred to arbitration in accordance with Clause 5.3 below.

5.3 Any disputes and differences whatsoever arising under or in connection with this Agreement which cannot be settled by the Parties through negotiations, shall be resolved by arbitration by a sole arbitrator to be appointed by the Assignee, in accordance with the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Mumbai and the arbitration proceedings shall be conducted in English.

## 6. MISCELLANEOUS

6.1 **Entire Agreement:** This Agreement, along with the Annexure, constitutes the entire agreement and understanding between the Parties and supersedes any prior agreement or understanding, written or oral, that the Parties may have had regarding the ownership or assignment of the Assigned IP under this Agreement.

6.2 **Notices.** All notices, demands, requests or any other document to be sent by a Party in connection with this Agreement shall be in writing and shall be delivered (i) by hand delivery; or (ii) by a recognized courier or registered post-acknowledgement due; AND (iii) by email, to the other Party at the addresses mentioned below or to such address notified by a Party from time to time.

**ASSIGNOR:**

Address: *Dr. Mukul S. Jain*

For Laxmi Dental Export Private Limited

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For KIDS- E- DENTAL LLP

Director



Designated Partner



Email: *mukuljain.dr@gmail.com*  
Address: *Plot No. 50, Platinum Aura, Flat No. 102, 1st Floor, opposite Jain Mandir,  
5th Road, Khar West, Mumbai-400052.*

**ASSIGNEE:**

Address: *411, Akruti Arcade, J P Road, Opposite A H Wadia high school, Andheri West,  
Mumbai - 400053.*

Email: *sameer@laxmidental.com*

Attention: *Sameer Merchant*

All notices, demands, requests or any other document shall be deemed to be delivered on the date and time of delivery, when delivered by hand; on the third working day, when delivered by courier or registered post, and at the time of delivery recorded in the sender's system when delivered by email.

- 6.3 **Costs:** The stamp duty, charges and taxes payable in respect of this Agreement shall be borne and paid the Assignee.
- 6.4 **Amendments:** Any modification, amendment, or waiver of any provision of this Agreement shall be effective if it is in writing and signed in person or by an authorized representative of each Party.
- 6.5 **Waivers:** No failure by a Party to take any action with respect to a breach of this Agreement or a default by any other party shall constitute a waiver of the former party's right to enforce any provision of this Agreement or to take action with respect to such breach or default or any subsequent breach or default. Waiver by any Party of any breach or failure to comply with any provision of this Agreement by a Party shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- 6.6 **Counterparts:** This Agreement may be executed simultaneously in two counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same instrument.
- 6.7 **Severability:** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.



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**For KIDS- E- DENTAL LLP**



**Designated Partner**

**For Laxmi Dental Export Private Limited**



**Director**


In witness whereof, the parties have set their respective hands and seal to this agreement on the day, month and year mentioned above.

  
.....  
ON BEHALF OF ASSIGNOR


  
.....  
ON BEHALF OF ASSIGNEE

NAME:  
DESIGNATION:

WITNESS 1: NARESH THANUJ  
N02, Bachraj Landmark  
Viroj (Co) 401303 MH

WITNESS 2:   
HEMANT CHAUHAN  
B 20, 2<sup>nd</sup> Floor  
Parkdhor CKE  
(Cardiac), mumbai - 400067



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For KIDS- E- DENTAL LLP  
  
Designated Partner

For Laxmi Dental Export Private Limited  
  
Director

ANNEXURE A  
DEFINITIONS AND INTERPRETATIONS

1. DEFINITIONS

Unless the context otherwise requires or unless otherwise defined or provided for herein, in this Agreement the following words and expressions shall have the following meanings:

- 1.1 **"Applicable Law"** includes all statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders, requirement or other governmental restrictions or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, of any Government, statutory authority, tribunal, board, court having jurisdiction over the matter in question, whether in effect as of the Execution Date or thereafter;
- 1.2 **"Assigned IP"** shall include the Assignor's Intellectual Property in connection with the Business under the brand Kids-E-Dental, as elaborated in Annexure B to this Agreement.
- 1.3 **"Intellectual Property Rights"** means shall mean collectively or individually, the following intellectual property rights: (a) the patents, patent applications, and patentable subjects, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired, including all divisions, continuations, reissues, substitutes, re-examinations and extensions thereof; trade marks, patent disclosures, patent rights, service marks; utility models, industrial designs, whether or not filed, perfected, registered, applications and rights to apply for any of those rights anywhere in the Territory; Improvements, brand, trade, business and company names, internet domain names and e-mail addresses; unregistered trade marks and service marks; copyrights, copyrightable subjects, database rights; trade secrets, Know-how, rights in computer software, applications, programs and related documentation, developed under, in relation to, or which relies on such patents (b) rights under licenses, consents, orders, statutes or otherwise in relation to a right in (a) above; and (c) rights of the same or similar effect or nature as or to those in (a) and (b) which now or in the future may subsist;
- 1.4 **"Term"** shall mean perpetuity; and
- 1.5 **"Territory"** shall mean the entire world.

All terms and expressions defined elsewhere in this agreement shall, unless repugnant to the context thereof, have the meaning ascribed to them thereunder.

2. INTERPRETATION

In this Agreement, unless the context otherwise requires, the following rules apply:



For KIDS- E- DENTAL LLP



Designated Partner



Director



- 2.1 A reference to a Clause or Annexure or Exhibit, is a reference to a Clause or Annexure or Exhibit to this Agreement.
- 2.2 This Agreement shall be construed according to its fair language. The headings of the various Clauses in this Agreement are for convenience and quick reference only and shall not be used to interpret or construe this Agreement.
- 2.3 Time will be the essence of contract for the purpose of a Party's obligations under this Agreement.



**For KIDS- E- DENTAL LLP**



**Designated Partner**

**For Laxmi Dental Export Private Limited**



**Director**

**ANNEXURE B  
ASSIGNED IP**

A. The details of the Trade Mark registrations/applications in the name of the Assignor are as follows:

S. No.	Trade Marks	Class	Registration No.	Date of Registration/ Application
1.	'Kids-e-dental' (word) In the name of Assignor	Class 10: Dental Protheses & Implants Which Also Includes Artificial Teeth For Adults And Children Artificial Jaws, Dental Burs, Dental Apparatus (Electric) Dentures/Sets Of Artificial Teeth, Pins For Artificial Teeth, Teeth Ring.	3629306	07/09/2017
2.	e-MTA (device)  <i>e</i> In the name of Assignor	[Class: 10] Surgical, Medical, Dental And Veterinary Apparatus And Instruments; Artificial Limbs, Eyes And Teeth; Orthopaedic Articles; Suture Materials; Therapeutic And Assistive Devices Adapted For Persons With Disabilities; Massage Apparatus; Apparatus, Devices And Articles For Nursing Infants; Included In Class 10	4864651	16/02/2021
3.	e-SDF (device)  <i>e</i> In the name of Assignor	[Class: 10] Surgical, Medical, Dental And Veterinary Apparatus And Instruments; Artificial Limbs. Eyes And Teeth; Orthopaedic Articles; Suture Materials; Therapeutic And Assistive Devices Adapted For Persons	4860419	12/02/2021





S. No.	Trade Marks	Class	Registration No.	Date of Registration/ Application
		With Disabilities; Massage Apparatus; Apparatus, Devices And Articles For Nursing Infants; Included In Class 10		
4.	e-space Maintainer (device)  <i>e</i> In the name of the Assignor	[Class: 10] Surgical, Medical, Dental And Veterinary Apparatus And Instruments; Artificial Limbs, Eyes And Teeth; Orthopaedic Articles; Suture Materials; Therapeutic And Assistive Devices Adapted For Persons With Disabilities; Massage Apparatus; Apparatus, Devices And Articles For Nursing Infants; Included In Class 10	4864667	16/02/2021
5.	Kids-e-crown (device)  <i>Kids-e-Crown</i> <i>The Smart Crown</i> In the name of the Assignor	[Class: 10] Surgical, Medical, Dental And Veterinary Apparatus And Instruments; Artificial Limbs, Eyes And Teeth; Orthopaedic Articles; Suture Materials; Therapeutic And Assistive Devices Adapted For Persons With Disabilities; Massage Apparatus; Apparatus, Devices And Articles For Nursing Infants; Included In Class 10	4856650	10/02/2021
6.	Kids-e-dental (device)  <i>Kids-e-Dental</i> In the name of the Assignor	[Class: 10] Surgical, Medical, Dental And Veterinary Apparatus And Instruments; Artificial Limbs, Eyes And Teeth; Orthopaedic	4854970	09/02/2021

For KIDS- E- DENTAL LLP




Designated Partner



Director

S. No.	Trade Marks	Class	Registration No.	Date of Registration/ Application
		Articles; Suture Materials; Therapeutic And Assistive Devices Adapted For Persons With Disabilities; Massage Apparatus; Apparatus, Devices And Articles For Nursing Infants; Included In Class 10		

B. Domain Name containing 'Kids-e-dental':

Domain Name	Date of Creation
<a href="http://kids-e-dental.com/">http://kids-e-dental.com/</a>	16 <sup>th</sup> July 2017

For Laxmi Dental Export Private Limited

Director

For KIDS- E- DENTAL LLP

Designated Partner



