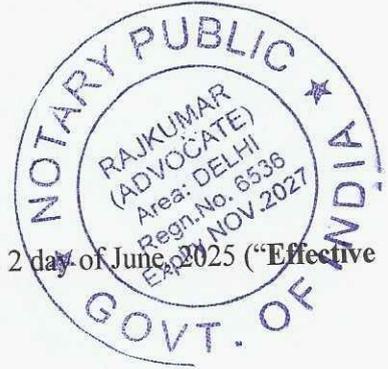


Certificate no. IN-DL94057134645626X

DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT ("Deed") is made at Delhi, India on this 2 day of June, 2025 ("Effective Date")



BY AND BETWEEN

Jagdish Kumar Suri, aged 76, residing at 659-A, Sushant Lok-1, Block-A, Gurgaon, Haryana, 122001, India, (hereinafter referred to as the "**Assignor**", which expression shall unless repugnant to the context of meaning thereof, include all his heirs, executors, administrators, legal representatives, successors and permitted assigns) of the **FIRST PART**;

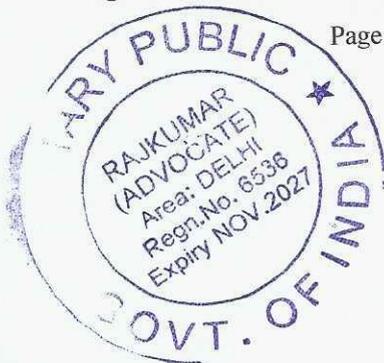
AND

Amir Chand Jagdish Kumar (Exports) Limited, a company incorporated under Companies Act, 1956, and having its registered office at 2735, Shop No.9, Mohan Lal Palace, Naya Bazar, Delhi, 110006, India (hereinafter referred to as "**Assignee**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the **SECOND PART**.

"**Assignor**" and "**Assignee**" shall hereinafter be referred to individually as "**Party**" and collectively as "**Parties**".

WHEREAS:

- A. The Assignor represents that he had been engaged in the business of sale and distribution of rice through his proprietorship, M/s. Amir Chand Jagdish Kumar, since the year 1982. The Assignee was incorporated on August 29, 2003, and subsequently acquired the business of the Assignor's proprietorship through a takeover agreement dated January 14, 2005.
- B. The Assignor had applied for various trademarks and copyrights by himself and through his proprietorship, M/s. Amir Chand Jagdish Kumar. All such Intellectual Property (*as defined below*) shall be assigned by the Assignee by way of this Deed.
- C. The Assignor hereby expressly agrees, declares and undertakes that the Assignee has agreed to purchase and acquire and accept the sale, transfer and the assignment of his Intellectual Property (the "**IP**") (more particularly described in "**Schedule A**" hereto and a copy of the Certificate of Registration is collectively annexed as "**Exhibit I**" hereto) with goodwill and the rights attached thereto and benefits thereof in India or elsewhere on the full faith and strength of and on the representation, warranties and covenants made, given and undertaken by Assignor to the Assignee in relation to the IP and business, activities, operations, assets, liabilities, duties and obligations and the like of Assignor.
- D. The Assignor represents that he is the proprietor and the beneficial owner of the Intellectual Property portfolio consisting registered and unregistered trademarks under the Trade Marks Act, 1999, trademarks registered under jurisdictions outside India and copyrights registered under the



Copyright Act, 1957, (collectively referred to as the "Intellectual Property IP" as contained in the Schedule A hereunder).

- E. The Assignor has until the effective date, allowed the Assignee to use the IP for the purpose of carrying on the business of sale and distribution of, including but not limited to rice within and outside India.
- F. The Assignee and its subsidiary continue to make use of Intellectual Property and the Assignee has accordingly requested the Assignor to transfer all rights in the Intellectual Property to the Assignee.
- G. The Assignor has at the request of the Assignee, agreed to sell, transfer and assign unto the Assignee all the rights, title and interest, property and benefit and the beneficial ownership whatsoever in India and worldwide, to the Intellectual Property together with the goodwill of the business in respect of or relating to the goods for which they are registered and/or used in India and worldwide, free from all demands, claims, charges, encumbrances, liens so as to devolve and fully and successfully vest in the Assignee the same and, absolutely forever in all countries or territories throughout the world and together with all the rights, benefits and property, goodwill attached, accruing or arising to the Intellectual Property and to peacefully enjoy the same to and in favour of the Assignee forever.
- H. The Parties hereto have agreed that all the Intellectual Property shall be sold, transferred and/or assigned to the Assignee together with its associated goodwill, perpetually and irrevocable, and are therefore desirous of entering into this Deed to record the understanding and the terms and conditions thereof as hereinafter appearing;

NOW THEREFORE THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1 - SALE AND ASSIGNMENT

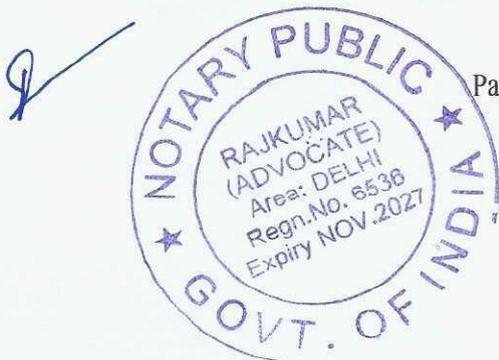
1.1. In pursuance of the premises and in consideration of a sum amounting to ₹ 200,000/- paid to the Assignor by the Assignee, receipt whereof the Assignor hereby acknowledges, the Assignor as the registered proprietor and beneficial owner of the Intellectual Property DOTH HEREBY ASSIGNS, ASSURES TRANSFERS and CONVEYS unto the Assignee all that the RIGHTS, TITLE, INTEREST, PROPERTY and BENEFIT whatsoever and wheresoever in India and worldwide to the Intellectual Property, together with the goodwill of the business associated with the goods for which the Intellectual Property has been registered and/or used in connection therewith and the benefit of all the applications for registration of the trademarks pending under the Trade Marks Act, 1999, including all rules, amendments, and regulations thereto, and in and to any and all the registrations whatsoever of trade marks that shall follow as a result of or arise from the said applications, the copyrights registered under the Copyright Act, 1957, including all rules, amendments, and regulations thereto, and trademarks registered under international jurisdictions, TO HAVE AND TO HOLD the same unto the Assignee absolutely and forever.

ARTICLE 2 - COVENANTS

2.2. The Assignor hereby represents, warrants and declares for himself and his successors and assigns, and does hereby covenant with the Assignee as follows:



- (a) Assignor has in good faith and without infringement upon the rights of any other, adopted the Intellectual Property and has openly and continuously used the Intellectual Property upon or in relation to the procurement, processing, marketing, sale and distribution of, including but not limited to rice, without any interruption, claim or demand from any other person, firm, company or body corporate whatsoever;
- (b) Assignor is the beneficial owner and proprietor of the Intellectual Property and the right, title, interest, property and benefit in and to the Intellectual Property vests solely and exclusively with the Assignor, free from all charges, liens, encumbrances, doubts and claims and Assignor has a good and marketable title to the Intellectual Property and that there are no outstanding defects or infirmities in the title by way of any claim or demand, sale, exchange, gift, trust, possession, lien, or otherwise and there are no claims, demands, notices, suits, proceedings made, served, instituted and/or pending by or against the Assignor in any court, tribunal or forum, of or directly or indirectly relating to any or all of the Intellectual Property of or from any Governmental or other authority Central, State, Municipal or Local and/or any other person whatsoever;
- (c) Assignor is solely and exclusively seized and in peaceful, full and free possession, control and use and enjoyment of the Intellectual Property, without and restrictions, and is well and sufficiently entitled to, and has full right, power and authority to assign, assure and transfer the Intellectual Property unto the Assignee absolutely forever;
- (d) No other person whatsoever has, directly or indirectly, any right, title, interest, property or benefit in and to any and all the Intellectual Property;
- (e) Notwithstanding any act, deed, matter or thing whatsoever done by the Assignor or by any person or persons, lawfully or equitably, claiming by, from, through, under or in trust for the Assignor, the Assignor now hath in himself the good right, full power and sole, absolute and exclusive authority to sell, transfer and assign the Intellectual Property unto and to the use of Assignee absolutely forever;
- (f) The registration of the Intellectual Property is valid and subsisting and in full force and effect under the applicable law in the respective jurisdictions as detailed under Schedule A and Schedule B, and the registration of all trademarks has been renewed from time to time;
- (g) The Assignee shall be entitled to peacefully and without any interruption, claim or demand from any person, at all times hereafter peaceably and quietly, to hold and enjoy the Intellectual Property and all the rights attached thereto and the rights and benefits accruing or arising therefrom to and for its own use and benefit without any suit, lawful interruption, claim and demand whatsoever from or by any persons lawfully or equitably claiming or to claim by from under or in trust for the Assignor;
- (h) The Assignor has not entered into any contracts, arrangements or understandings, written or oral, of or relating or pertaining to any or all of the Intellectual Property with, to or in favour of any third party which could in any way adversely affect any and all of the Intellectual Property, and/or the right, title, or interest of Assignor therein and thereto;



— — —

- (i) Assignor shall not challenge or question the validity of and shall not take any action of or regarding the Intellectual Property or assert or claim any right, title or interest to or in any of the Intellectual Property which shall or may adversely impair, encumber or affect any right, title or interest of the Assignee in or to the Intellectual Property or create any right, title or interest therein or thereto, which may be adverse to the Assignee.

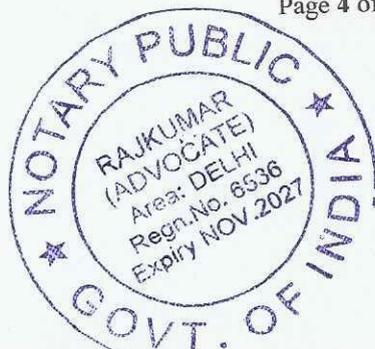
ARTICLE 3 - FURTHER ASSURANCES

3.1. Assignor and all persons having or lawfully or equitably claiming any right, title, interest or property at law or in equity in the Intellectual Property to be sold, transferred or assigned and all persons or any part thereof by from under or in trust for the persons aforesaid shall and will from time to time and at all times hereafter at the request and cost of the Assignee do, perform and execute or cause to be done, performed and executed all such further and other lawful acts, deeds, things, matters, writings, documents and assurances, applications, petitions, declarations in law, whatsoever as may be necessary, desirable or appropriate for the better, further and more perfectly and absolutely granting unto and to the use of the Assignee, in manner aforesaid, as shall or may be required by the Assignee, its successors or assigns for vesting and assuring the Intellectual Property and every part thereof hereby assigned, transferred and assured unto and to the use of the Assignee and the recordal of the Assignee as the subsequent proprietor of the Intellectual Property under the provisions of the Trade Marks Act, 1999, and the rules framed thereunder, the Copyright Act, 1957, and the international trademarks statutes under which such international trademarks are registered or under any other statutory or other laws, rules and regulations from time to time in force in any country.

ARTICLE 4 - DISCONTINUANCE OF USE OF INTELLECTUAL PROPERTY

4.1 Assignor agrees and undertakes that he has under and pursuant to this Deed ceased to be the beneficial owner and/or proprietor of the Intellectual Property and that they shall forthwith:

- (a) cease and discontinue and/or not make any use, whatsoever and for any reason, of any or all the Intellectual Property for or in connection with any goods, products, services, business, activities or operations or trade and;
- (b) not in any manner whatsoever make any use either by himself and/or permit or associate himself and/or abet in any manner with the use of the Intellectual Property for or in connection with any goods, products, operations, business or trade and shall not, directly or indirectly, by himself and/or in association with or permit the use or countenance under any agreement, arrangement, undertaking or otherwise with any other person;
- (c) not use any copyright, trade mark, mark, trade name, logo, device, in any language, script, form or meaning which is identical or similar to transliteration of or to the Intellectual Property and/or any of them in any aspect or manner whatsoever and/or which could be or may be associated with any of the foregoing used by the Assignee and/or which suggests and/or is likely to suggests any connection or nexus with the Assignee and/or their activities and operations and the registration, if any, of any person as Registered Users and/or Licensees of any and all the Intellectual Property shall be cancelled and/or expunged and the parties shall take such steps as may be necessary, desirable or appropriate forthwith to secure deregistration of such registration.



ARTICLE 5 - DULY CONSTITUTED ATTORNEY

5.1 In consideration of the sum of monies paid by the Assignee to Assignor under or pursuant to this agreement, arrangement or understanding for the sale, transfer and assignment of the Intellectual Property to and in favor of the Assignee as herein provided, Assignor DOTH HEREBY irrevocably and unconditionally nominates, constitutes and appoints the Assignee and/or such persons as the Assignee may designate or nominate from time to time in that behalf, in fact and at law and in equity to sign, seal, swear, execute and do and perform all such acts, deeds, matters and things from time to time as may be necessary, desirable or appropriate for or in connection with the full, complete and satisfactory sale, transfer and assignment of the Intellectual Property to and in favor of the Assignee and/or such person or persons, firms, companies, corporations or bodies corporate forever as the Assignee may from time to time decide and the registration of the Assignee as the subsequent proprietor and registered proprietor free from all charges and encumbrances of the Intellectual Property under and in accordance with and pursuant to the Trade Marks Act, 1999, Copyright Act, 1957, and all other applicable laws, rules and regulations and the provisions of common law from time to time in force in India and worldwide.

ARTICLE 6 - INTIMATION TO REGISTRAR, ETC.

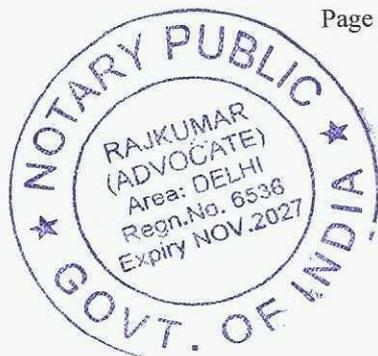
6.1 Assignee shall be entitled to intimate and notify the Registrar of Trade Marks in India, the Copyright Office in India, and all other appropriate authorities in India and worldwide under the applicable laws, rules and regulations in any country, and the appropriate authority in the jurisdiction where international trademarks are registered, from time to time that the sole, absolute and exclusive right, title, interest and property in and to the Intellectual Property vests in the Assignee and no other person whatsoever.

ARTICLE 7 - INDEMNITY

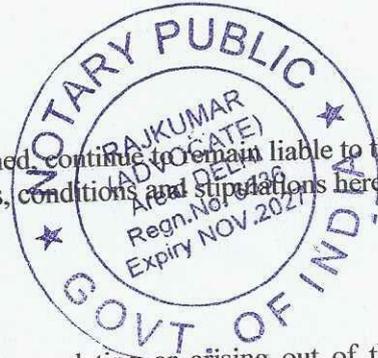
7.1 Assignee shall not, nor shall it be deemed, to assume in any manner any responsibility or liability whatsoever either to the Assignor or to any other person, firm, company, body corporate or any other authority, central, state, municipal or local, or otherwise whatsoever, to any creditor or alleged creditor, customer or purchaser from the Assignor regarding the Intellectual Property and its operations and activities and, in particular, regarding compliance with the requirements of all applicable laws, rules and regulations, from time to time in force or otherwise howsoever and the Assignor shall indemnify and keep indemnified and hold and keep the Assignee free and harmless at all times from and against, any and all demands, claims, actions and costs, suit proceedings which may be made or instituted in India or elsewhere by any person, firm, company, body corporate, institution or association and/or any government or governmental authority whatsoever with regard to any alleged infringement of any industrial or intellectual property rights and/or the transaction herein contemplated or otherwise the transaction herein contemplated and any or all of the Intellectual Property and the right, title, interest, benefit or property thereto from and against all loss, damage, damages, costs, charges and expenses, if any, including legal costs as between attorney and clients, paid, incurred or suffered by the Assignee as a result of the foregoing.

ARTICLE 8 - SUCCESSORS

8.1 This Deed and the rights and liabilities hereunder of the Parties hereto shall bind and ensure to the benefit of their respective successors, but the same shall not be assignable or transferable by the Assignor, either in whole or in part, without obtaining written prior consent of the Assignee in that behalf;



Provided that the Assignor shall, notwithstanding anything herein contained, continue to remain liable to the Assignee for the performance and observance of each and all of the terms, conditions and stipulations herein contained.



ARTICLE 9 - FEES AND DUTIES

9.1 Any and all the registration fees and stamp duty payable on or relating or arising out of this transaction and the execution of the deeds, documents and writings provided as aforesaid shall be borne and paid solely and exclusively by the Assignee.

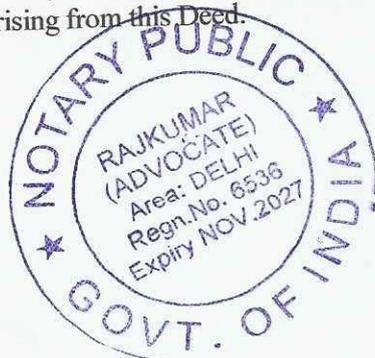
ARTICLE 10: ENTIRE AGREEMENT

10.1 This Deed supersedes all prior agreements, understandings, and arrangements, whether written or oral between the parties with respect to the Intellectual Property and constitutes the entire agreement between the parties relating to the subject matter hereof.

ARTICLE 11 – JURISDICTION

11.1 This Deed is made in Delhi and a court of competent jurisdiction in Delhi shall have the sole and exclusive jurisdiction to entertain, try and dispose of any dispute or difference at any time arising between the Parties hereto as to the construction, meaning or effect hereof or as to any clause, matter or thing herein contained or as to any clause, matter or thing herein contained or as to the rights and liabilities of the Parties aforesaid hereunder or arising from this Deed.

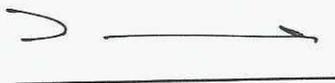
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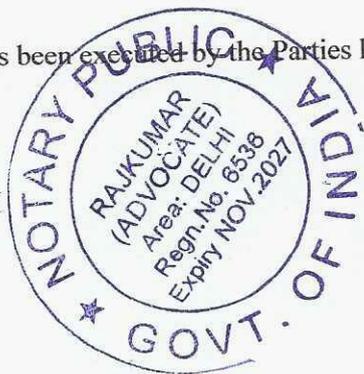


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IN WITNESS WHEREOF, this Deed has been executed by the Parties hereto on the day and year herein above written.

SIGNED BY JAGDISH KUMAR SURI

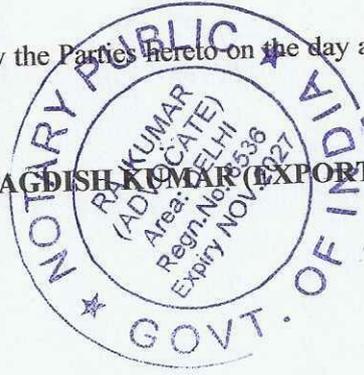




Name: Jagdish Kumar Suri
Date: 02/06/2025
Place: Delhi, India

IN WITNESS WHEREOF, this Deed has been executed by the Parties hereto on the day and year herein above written.

SIGNED FOR AND ON BEHALF OF AMIR CHAND JAGDISH KUMAR (EXPORTS) LIMITED



Authorized Signatory

Name: Rahul Suri
Designation: Whole time Director
Date: 02/06/2025
Place: Delhi, India

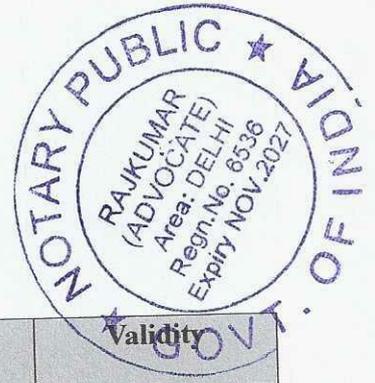
ATTESTED

NOTARY PUBLIC, DELHI

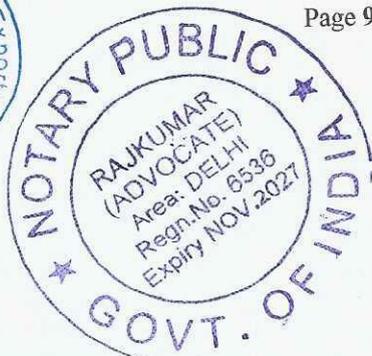
02 JUN 2025

SCHEDULE A

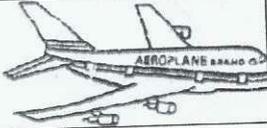
1. TRADEMARKS



Sr. No.	Trademark Image (Word/Logo)	Trademark No.	Class	Jurisdiction	Current Status	Validity
DOMESTIC TRADEMARKS						
1.		1007673	30	India	Opposed	N. A
2.	AEROPLANE WORLD CUP	832367	30	India	Registered	December 15, 2028
3.		832368	30	India	Opposed	N. A
4.	AMBAR	1309733	30	India	Registered	September 20, 2034
5.		1177866	30	India	Objected	N. A
6.	LA-Taste (LABEL)	1329822	30	India	Opposed	N. A
7.	NEW LAGAN	1135403	30	India	Objected	N. A
8.	PALM TREE	1215921	30	India	Registered	July 21, 2033
INTERNATIONAL TRADEMARKS						
1.		025512	30	Oman	Registered	May 16, 2031
2.		025404	30	Qatar	Registered	May 12, 2031



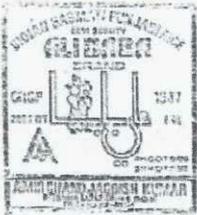
NOTARY PUBLIC
 RAJKUMAR
 (ADVOCATE)
 Area: DELHI
 Regn. No. 6536
 Expiry NOV-2027
 GOVT. OF INDIA

3.		42243	30	Bahrain	Registered	August 26, 2034
4.		69810	30	Kuwait	Registered	February 17, 2032
5.		1102833	30	Canada	Registered	April 20, 2034
6.		002222198	30	European Union	Registered	May 17, 2031
7.		UK00902222 198	30	United Kingdom	Registered	May 17, 2031
8.		2001/08401	30	South Africa	Registered	May 16, 2031
9.		T0107462B	30	Singapore	Registered	May 15, 2031
10.	NA	70368	30	Bangladesh	Registered	May 09, 2028
11.		44002	30	United Arab Emirates	Registered	August 27, 2031
12.	AEROPLANE (LABEL)	16879/2001	30	Mauritius	Registered	May 08, 2028

Amr Chand Jagdish Kumar
 DELHI

NOTARY PUBLIC
 RAJKUMAR
 (ADVOCATE)
 Area: DELHI
 Regn. No. 6536
 Expiry NOV-2027
 GOVT. OF INDIA

NOTARY PUBLIC
 RAJKUMAR
 (ADVOCATE)
 Area: DELHI
 Regn. No. 6536
 NOV-2027
 GOVT. OF INDIA

13.		11127	30	Nigeria	Registered	September 27, 2037
14.		30045	30	Bahrain	Registered	July 05, 2031
15.	KABUL DARBA	UK00916336 026	30	United Kingdom	Registered	February 09, 2027

2. COPYRIGHT

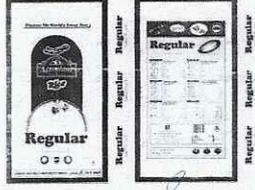
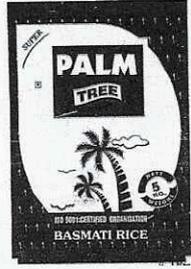
Sr. No.	Title of work	Copyright Image	Registration No.	Diary No.
1.	AEROPLANE 11.21		A-90614/2011	2437/2010-CO/A
2.	AEROPLANE		A-64116/2003	76/2006-CO/C
3.	ALIBABA		A-70741/2005	58/2006-C)/C

Amir Chand Jagdish Kumar (EXORLIST)
 DELHI

NOTARY PUBLIC
 RAJKUMAR
 (ADVOCATE)
 Area: DELHI
 Regn. No. 6536
 Expiry NOV-2027
 GOVT. OF INDIA

2



4.	AEROPLANE REGULAR LABEL		A-97492/2013	2815/2012-CO/A
5.	AL SHOLA LABEL		A-97517/2013	2824/2012-CO/A
6.	PALM TREE		A-71542/2005	59/2006-CO/C
7.	SOPHIA		A-68318/2005	60/2006-CO/C
8.	WORLD CUP LABEL		A-57484/1999	61/2006-CO/C

