

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5471465

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NISHANR MISHRA	04/08/2019
RECEIVING PARTY DATA	
Name:	INTELLO LABS PRIVATE LIMITED
Street Address:	C-801 8TH FLOOR NIRVANA COURTYARD
City:	GURUGRAM, HARYANA
State/Country:	INDIA
Postal Code:	122018
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16377555
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	732-379-8128
Email:	h@eichenblattlaw.com
Correspondent Name:	HOWARD EICHENBLATT
Address Line 1:	7420 RIDGE BLVD.
Address Line 2:	4P
Address Line 4:	BROOKLYN, NEW YORK 11209
NAME OF SUBMITTER:	NISHANT MISHRA
SIGNATURE:	/Nishant Mishra/
DATE SIGNED:	04/12/2019
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 11	
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Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 03/01/2019

Certificate No. G0C2019A622

GRN No. 42733712



Stamp Duty Paid : ₹ 200
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Nishant Mishra

H.No/Floor: Na

Sector/Ward: Na

LandMark: Na

City/Village: Gurugram

District: Gurugram

State: Haryana

Phone: 000



Buyer / Second Party Detail

Name: Intello Labs Private limited

H.No/Floor: Na

Sector/Ward: Na

LandMark: Na

City/Village: Gurugram

District: Gurugram

State: Haryana

Phone: 000

Purpose: General Agreement

The authenticity of this document can be verified by scanning this QRCode Through smart phone or on the website <https://egrashry.nic.in>

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

This Deed of Assignment of Intellectual Property is made on this the 03rd day of January, 2019 ("Execution Date"), at Gurugram by and between:

1. **MR. NISHANT MISHRA**, son of Mr. Vijaykant Mishra, aged 35 years, holding an Aadhaar Card bearing number 791784258987, currently residing at Flat Number 41, Tower Primrose 5, Vatika City, Sector 49, Gurugram, Haryana-122018, India (hereinafter referred to as the "Assignor" which expression shall unless it be repugnant to the context and meaning thereof be deemed to mean and include his heirs, legal representatives, executors, administrators and permitted assigns) of the **FIRST PART**

AND

2. **INTELLO LABS PRIVATE LIMITED**, a private limited company incorporated under the provisions of Companies Act, 2013, having its registered office located at Third Floor, No 22, Salarpuria Towers-I, Hosur Road, Koramangala, Bangalore-560095, bearing corporate identification number U74220KA2016PTC093871 and represented by its authorized signatory, [M Ramakrishnan] (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 assigns) of the **SECOND PART**.

The Assignor and the Assignee shall hereinafter be individually referred to as a "Party" and collectively as the "Parties".

WHEREAS:

- (A) The Assignor is the sole and legal owner of the Intellectual Property(s) (*as defined below*). The Assignor proposes to assign and transfer to the Assignee the Intellectual Property together with goodwill associated with such Intellectual Property and including all rights and title thereto, and the Assignee is willing to purchase and accept the same, so as to become the new owner of the Intellectual Property.
- (B) The Parties are now desirous of entering into this Deed (*as defined below*) for the purposes of setting out the terms and conditions pertaining to the assignment and transfer of the Intellectual Property by the Assignor to the Assignee.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, AND THE PREMISES, MUTUAL COVENANTS, PROMISES, AGREEMENTS AND PROVISIONS SET FORTH HEREINAFTER, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES, WITH THE INTENT TO BE LEGALLY BOUND HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following words and expressions used in this Deed shall, to the extent not inconsistent with the context thereof, have the following meanings respectively:

"**Affiliate**" means with respect to any Person (other than a natural Person), any other Person that is, directly or indirectly, through one or more intermediate Persons, Controlling, Controlled by, or under common Control with, such Person;

"**Applicable Law**" means any applicable national, state, local or other law, statute,

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regulations, rules, by laws, ordinances, constitution, principles of common law and includes notifications, guidelines, policies, directions, directives, judgment, decree and orders of any Authority, statutory authority, court, tribunal or recognized stock exchange, and having the force of law;

"Authority" means any national, supranational, regional or local government, or governmental, statutory, regulatory, administrative, fiscal, judicial, or government-owned body, department, commission, authority, tribunal, agency or entity, or central bank (or any Person whether or not government owned and howsoever constituted or called, that exercises the functions of the central bank);

"Business Day" shall mean a day on which commercial banks are open for normal banking business in Karnataka and New Delhi;

"Confidential Information" shall have the meaning ascribed to it in Clause 10.1(a);

"Control" (including with correlative meaning, the terms, **"Controlling"**, **"Controlled by"** and **"under common Control with"**), with respect to a Person, shall mean (a) the acquisition or control of more than 20% (Twenty percent) of the voting rights or of the issued share capital of such Person and/or (b) the right to appoint and/or remove all or a majority of the members of the board of directors or other governing body of such Person, and/or (c) the power to direct or cause the direction of the management and policies of such Person, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of voting rights, through contract or otherwise, and/or (d) control as may be defined under the Companies Act 2013;

"Deed" means this deed of assignment of Intellectual Property, and includes the preamble, recitals, annexures, schedules and exhibits attached to it, and any amendments made hereto and thereto in accordance with the provisions hereof;

"Disclosing Party" shall have the meaning ascribed to it in Clause 10.1(a) (i);

"Encumbrance" shall mean any mortgage, pledge, interest, lien, charge, or other encumbrance of any kind, or any title retention contract, or other contract to give or to refrain from giving any of the foregoing, including any restriction imposed under Applicable Law on transferability of any securities. The terms **"Encumber"** and **"Encumbered"** shall be construed accordingly;

"Intellectual Property" means all patents, rights to inventions, utility models, copyright and related rights, brand names, trade names, trade marks, trade, business and domain names, web-sites, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world and Intellectual Property means any one of the Intellectual Property and includes those set out in Schedule 1 (Intellectual Property);

"Person" means any individual, partnership, corporation, company, unincorporated organization, association, joint venture, trust, society or other entity (whether or not having a separate legal personality) and includes an Authority;

1.2 Interpretation

In this Deed, unless the context otherwise requires:

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- (a) references to the masculine, the feminine or the neuter gender shall include each of the other genders;
- (b) any reference to the singular shall include the plural and vice-versa;
- (c) the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Deed or specified Clauses, as the case may be;
- (d) headings, sub-headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- (e) references to any legislation or law or to any provision thereof shall include references to any such law or provisions as it may, after the Execution Date, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- (f) references to the words "include" or "including" shall be construed without limitation;
- (g) time is of the essence in the performance of the respective obligations of the Parties. Without prejudice to the foregoing, if any time period specified herein is extended, such extended time shall also be of the essence;
- (h) Schedules and Annexures form an integral part of this Deed and shall have the same force and effect as if expressly set out in the body of this Deed and any reference to this Deed shall include a reference to the Schedules and Annexures attached to it. Any references to Recitals, Clauses, Annexures and Schedules are to recitals of, clauses of, Annexures and Schedules to this Deed. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the Annexures or Schedule in which the reference appears;
- (i) terms defined elsewhere in this Deed shall, unless otherwise indicated, have the meaning so ascribed to them;
- (j) any reference in this Deed, to consent or approval or similar connotation, unless expressly stated otherwise, shall be in writing, and shall include electronic email communications followed by facsimile communications; and
- (k) the words "directly or indirectly" mean directly, or indirectly through one or more intermediary Persons, or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings.

2. TRANSFER AND ASSIGNMENT

2.1 Intellectual Property

With effect from the Execution Date, the Assignor hereby assigns, assures and transfers unto the Assignee, free of all Encumbrances, all the right, title, interest, property and benefit whatsoever of the Assignor in and to the Intellectual Property, together with the goodwill associated with the Intellectual Property, and the benefit of all the applications for registration of the Intellectual Property pending, to have and to hold the same unto the Assignee, as well as (b) the right to take legal action, seek injunctive relief or to recover

damages for any infringement of any Intellectual Property occurring prior to the Execution Date.

3. CONSIDERATION

In full consideration of the transfer of all rights, title and interest in and to the Intellectual Property, the Assignee shall pay an aggregate amount of Rs. 100 (Indian Rupees One Hundred) to the Assignor. Further, the Assignor hereby confirms that he has been reimbursed in full for the purchase of the Intellectual Property by the Assignee.

4. REPRESENTATION AND WARRANTIES

Except as disclosed in the Schedule hereto, the Assignor hereby represents, warrants and declares and does hereby covenant with the Assignee as follows:

- (a) the Assignor is the legal and beneficial owner and proprietor of the Intellectual Property and the goodwill associated with the Intellectual Property, and the rights, title, interest, property and benefit in and to the Intellectual Property vest solely and exclusively in the Assignor, free of all Encumbrances, and the Assignor has a good and marketable title to the Intellectual Property including all goodwill associated in respect of the Intellectual Property;
- (b) the Assignor is well and sufficiently entitled to, and has full corporate power and authority to assign and transfer the Intellectual Property along with goodwill in the Intellectual Property, unto the Assignee absolutely and forever, in accordance with the terms of this Deed;
- (c) the Assignor has not entered into any contracts, arrangements or understandings, relating or pertaining to the Intellectual Property with, to, or in favour of any Person which could prevent the transfer and assignment of, or the use of, or the vesting of the rights, title, interest, property or benefit in, the Intellectual Property and the goodwill in the Intellectual Property, of the Assignor to and in favour of the Assignee;
- (d) there is no actual or (to the best knowledge of the Assignor) threatened, infringement or passing off, by any Person of any Intellectual Property; and
- (e) all Intellectual Property developed by the Assignor as of the Execution Date, pursuant to his association with the Company, has been documented and recorded by the Assignor in a tangible form.

5. NO USE OF INTELLECTUAL PROPERTY RIGHTS

- 5.1 The Assignor agrees and undertakes that from the Execution Date, he shall cease to be the owner of the Intellectual Property, and that he shall forthwith cease and discontinue the use of the Intellectual Property unless such use is for and on behalf of the Assignee in the ordinary course of the Assignee's business and is with the prior authorization of the Assignor.
- 5.2 On and from the Execution Date, unless otherwise agreed in writing between the Assignor and the Assignee, the Assignor shall not directly or indirectly, use any patent, trademark, service mark, brand name, trade name, service name, trade dress, business name, product name, logo, slogan, copyright, design, copyrightable work, internet domain name that is identical with, or similar to the Intellectual Property.

6. DULY CONSTITUTED ATTORNEY

With effect from the Execution Date, the Assignor hereby irrevocably nominates, constitutes and appoints the Assignee as its attorney to sign, seal, deliver, appear, swear, execute and file any application, petition, statement or other document before any Authority, and do and perform all such acts, deeds, matters and things from time to time as may be necessary for the full, complete and satisfactory transfer and assignment of the Intellectual Property along with the goodwill associated with the Intellectual Property to and in favour of the Assignee, and for protection of the rights acquired by the Assignee under this Deed.

7. INTIMATION TO AUTHORITIES

The Assignee shall be entitled to intimate and notify the Registrar and all other appropriate Authorities under the Applicable Laws in India, from time to time, that the absolute and exclusive rights, title, interest and the property in and to the Intellectual Property vest in the Assignee. The Assignor agrees that he shall extend all assistance to the Assignee and execute all such documents as are required under Applicable Law for recording the assignment of the Intellectual Property to the Assignee with the relevant Authorities in India and rest of world.

8. FEES, DUTIES AND COSTS

All registration fees, stamp duty and any taxes payable on or relating or arising out of this assignment and the execution of the deeds, documents and writing including these presents and recording thereof with the relevant Authorities shall be borne and paid by the Assignee. Each of the Parties shall pay its own legal costs and expenses incurred in relation to the negotiation, preparation and execution of this Deed.

9. INDEMNIFICATION:

9.1 The Assignor shall indemnify and hold harmless the Assignee, its officers, directors, employees, agents, Affiliates, successors, and assigns, as applicable, for any and all costs, expenses and liabilities, including reasonable attorney's fees, arising out of (i) the Assignor's or his Affiliates' acts or omissions in performing or failing to perform his obligations under this Deed, (including breach of any of the provisions, representations or warranties set forth in this Deed and fraud, negligence and misconduct), and/or (ii) any third party claims for infringement of any intellectual property right of such third party.

9.2 On receipt of any notice or claim from a third party which would entitle the Assignee to claim indemnification from the Assignor, the Assignee shall have the right to dispute, resist, appeal, compromise, defend, remedy or mitigate the matter as it deems necessary. The Assignor shall provide all assistance that may be requested by the Assignee from time to time, including providing information, data and documentation, notwithstanding any such information, data and documentation being confidential in nature, to defend any such claim. The Parties hereto agree and acknowledge that the Assignor shall reimburse to the Assignee all cost and expenses incurred by the Assignee pursuant to this section.

10. MISCELLANEOUS

10.1 Confidentiality

(a) Each Party recognizes that in the course of the transactions envisaged by this Deed, they may be privy to certain confidential information (whether or not the information is marked or designated as "confidential" or "proprietary") relating to the other Party

and their businesses including legal, financial, technical, commercial, marketing and business related records, data, documents, reports, etc., client information, the terms of this Deed, the details of the negotiations between the Parties ("Confidential Information"). In consideration of the benefits accruing to the Parties from their association under this Deed, each Party agrees that they shall:

- (i) keep all Confidential Information received by them from another Party ("Disclosing Party") confidential and shall not, without the prior written consent of the Disclosing Party, divulge such Confidential Information to any Person or use such Confidential Information other than for the purposes of carrying out its obligations under this Deed;
 - (ii) take all steps as may be reasonably necessary to protect the integrity of the Confidential Information and to ensure against any unauthorized disclosure thereof;
 - (iii) promptly inform the Disclosing Party of any potential or accidental disclosure of the Confidential Information and take all steps, together with the Disclosing Party, to retrieve and protect the Confidential Information; and
 - (iv) use the Confidential Information only for the purpose for which it was provided and not profit from the same in an unauthorized manner.
- (b) The obligations contained in sub-Clause (a) above shall not apply to any part of the Confidential Information which:
- (i) is or has become public (other than by breach of this Deed);
 - (ii) is required to be disclosed by Applicable Law, provided that, so far as it is lawful and practical to do so, prior to such disclosure, the Party subject to such disclosure shall promptly notify the Disclosing Party of such requirement with a view to providing the opportunity for the Disclosing Party to contest such disclosure or otherwise to agree the timing and content of such disclosure;
 - (iii) was available to the receiving Party on a non-confidential basis prior to its disclosure by the Disclosing Party;
 - (iv) becomes available to the receiving Party on a non-confidential basis from a Person, provided such Person is not, to receiving Party's knowledge, bound by a confidentiality agreement with the Disclosing Party;
 - (v) is independently developed by the receiving Party without reference to the Confidential Information; or
 - (vi) is disclosed to the employees, directors or professional advisers of the receiving Party, provided that the receiving Party shall procure that such Persons treat the Confidential Information received as confidential.
- (c) The obligations contained in this Clause 10.1 shall continue to apply for a period of 5 years from the Execution Date.
- (d) Each Party shall on written demand of the Disclosing Party immediately return or destroy (as per the instructions of the Disclosing Party) the Confidential Information together with any copies in its possession, except for such copies that the receiving

Party may be required to retain by Applicable Law.

10.2 Counterparts

This Deed may be executed simultaneously in any number of counterparts, each of which when executed and delivered will be deemed an original, but all of which will constitute one and the same instrument and any Party may execute this Deed by signing any one or more of such originals or counterparts.

10.3 Severability

If any provision of this Deed is rendered void, illegal or unenforceable in any respect under Applicable Law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. Should any provision of this Deed be or become unenforceable, the Parties shall use reasonable endeavours to agree upon a new provision which shall as nearly as possible have the same commercial effect as the ineffective provision.

10.4 Entire Agreement

This Deed constitutes the entire agreement between the Parties hereto with respect to the subject matters of this Deed and supersedes all prior agreements and undertakings, both written and oral, with respect to the subject matter hereof.

10.5 Amendment

No modification, amendment or waiver of any of the provisions of this Deed shall be effective unless made in writing specifically referring to this Deed and duly signed by each of the Parties.

10.6 Assignment

This Deed shall be binding on the Parties and their respective successors and permitted assigns (for the Assignor) and assigns (for the Assignee). The Assignor shall not be entitled to assign its rights or obligations under this Deed to any Person without the prior written approval of the Assignee.

Provided that, the Assignee shall be free to assign its rights or obligations under this Deed to any Affiliate without the consent of the Assignor.

10.7 No Partnership or Joint Venture

This Deed is being entered into on a principal to principal basis. Nothing contained in this Deed shall constitute an employer-employee relationship or partnership between or joint venture by the Parties or constitute any Party the agent of the other. No Party shall hold itself out contrary to the terms of this clause and no Party shall become liable by any representation, act or omission of the other contrary to the provisions hereof.

10.8 No Third Party Beneficiaries

This Deed is solely for the benefit of the Parties and no provision of this Deed shall be deemed to confer upon any other Persons any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Deed.

10.9 Specific Performance

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The Parties shall be entitled to seek and enforce specific performance of this Deed, in addition to any other legal rights and remedies, without the necessity of demonstrating the inadequacy of monetary damages.

10.10 Further Assurance

Each of the Parties hereto shall co-operate with the others and execute and deliver to the other, such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, give effect to and confirm their rights, and the intended purpose of this Deed provided that no such document or agreement shall be inconsistent with the spirit and intent of this Deed.

10.11 Governing Law & Jurisdiction

This Deed will be governed by and construed in accordance with the laws of India and the courts in New Delhi shall have exclusive jurisdiction on the matters arising from or related to this Deed.

[Signature Page Follows]

MR

MR

IN WITNESS WHEREOF, the Parties hereto have caused this Deed to be executed by their respective duly authorized officers as of the date and place first above written.

For and on behalf of INTELLO LABS
PRIVATE LIMITED
For INTELLO LABS PRIVATE LIMITED


Authorised Signatory

Name: [M Ramakrishnan]
Designation: Authorized Signatory
Date: 03-Jan-2019

NISHANT MISHRA


Date: 03-Jan-2019

This signature page forms an integral part of the Deed of Assignment of Intellectual property executed by and between Intello Labs Private Limited and Mr. Nishant Sharma.

SCHEDULE 1

List of Intellectual Property

Title	Type	Application No	Status	Date of Application
System And Method For Grading Of Agricultural Commodity	Patent	201811013326	Provisional application filed. Complete specification to be filed by 05.04.2019	06.04.2018

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