



महाराष्ट्र MAHARASHTRA

2024

CV 630287

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.निक ८००००९५
- 3 DEC 2024
सक्षम अधिकारी

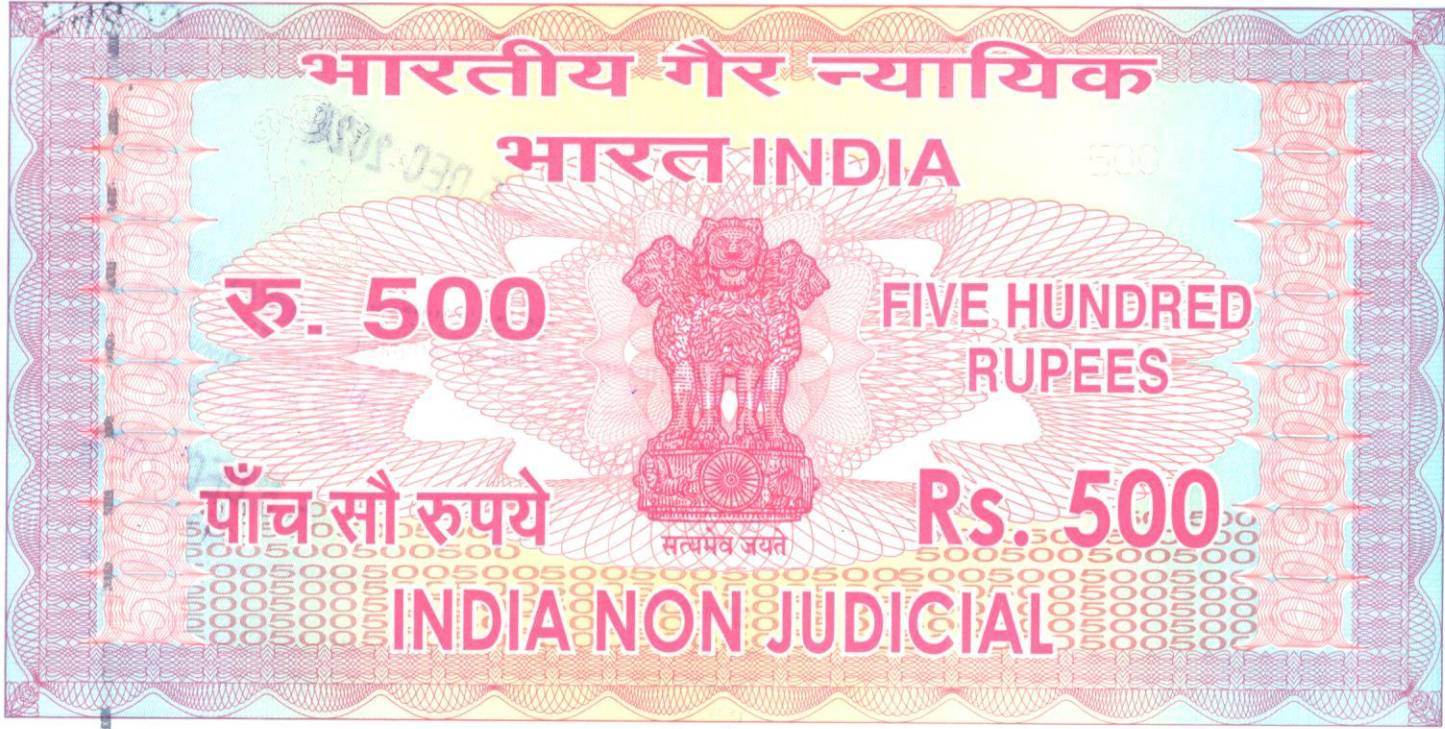
श्रीमती उल्का पाटील

DEED OF ASSIGNMENT OF TRADEMARK

This Deed of Assignment ("Deed") is made and entered into on this 5th day of December, 2024
at Pune

GK ENERGY LIMITED
Guravai
Authorized Signatory

G. K. Kobra



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सक्षम अधिकारी

श्रीमती उत्का पाटील

by and between:

GK Energy Limited (formerly known as GK Energy Private Limited, GK Energy Marketers Private Limited), a company incorporated under the Companies Act, 1956 vide company identification number U74900PN2008PTC132926 and having its registered office at Office No. 802, CTS No. 97-A-1/57/2, Suyog Center, Pune – 411037 (hereinafter referred to as the "Assignor," which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns), of the FIRST PART;

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G. K. Energy
Authorized Signatory

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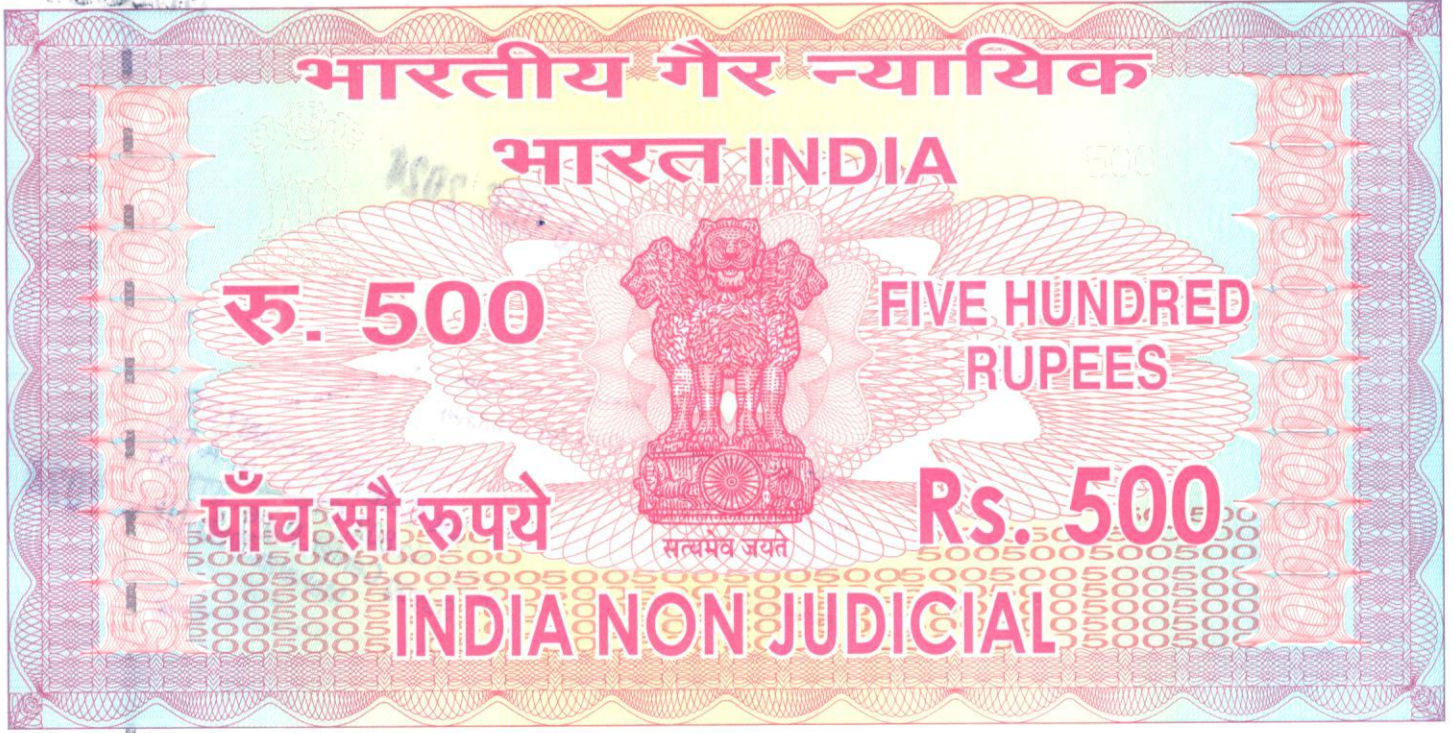
AND

Mr. Gopal Rajaram Kabra, son of Rajaram Kabra, adult, Indian inhabitant, residing at D1603, Marvel Albero, Khadi Machine Chouk to Yewlewaadi Road, Opp Angraj Dhaba, Kondwa Budruk, Pune - 411048 having income tax permanent account number AMHPK0808M (hereinafter referred to as the "Assignee," which expression shall, unless repugnant to the context or meaning thereof, include his heirs, executors, and permitted assigns), of the SECOND PART.

GK ENERGY LIMITED
Gurani
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The Assignor and Assignee are collectively referred to as the "Parties" and individually a "Party".

WHEREAS:

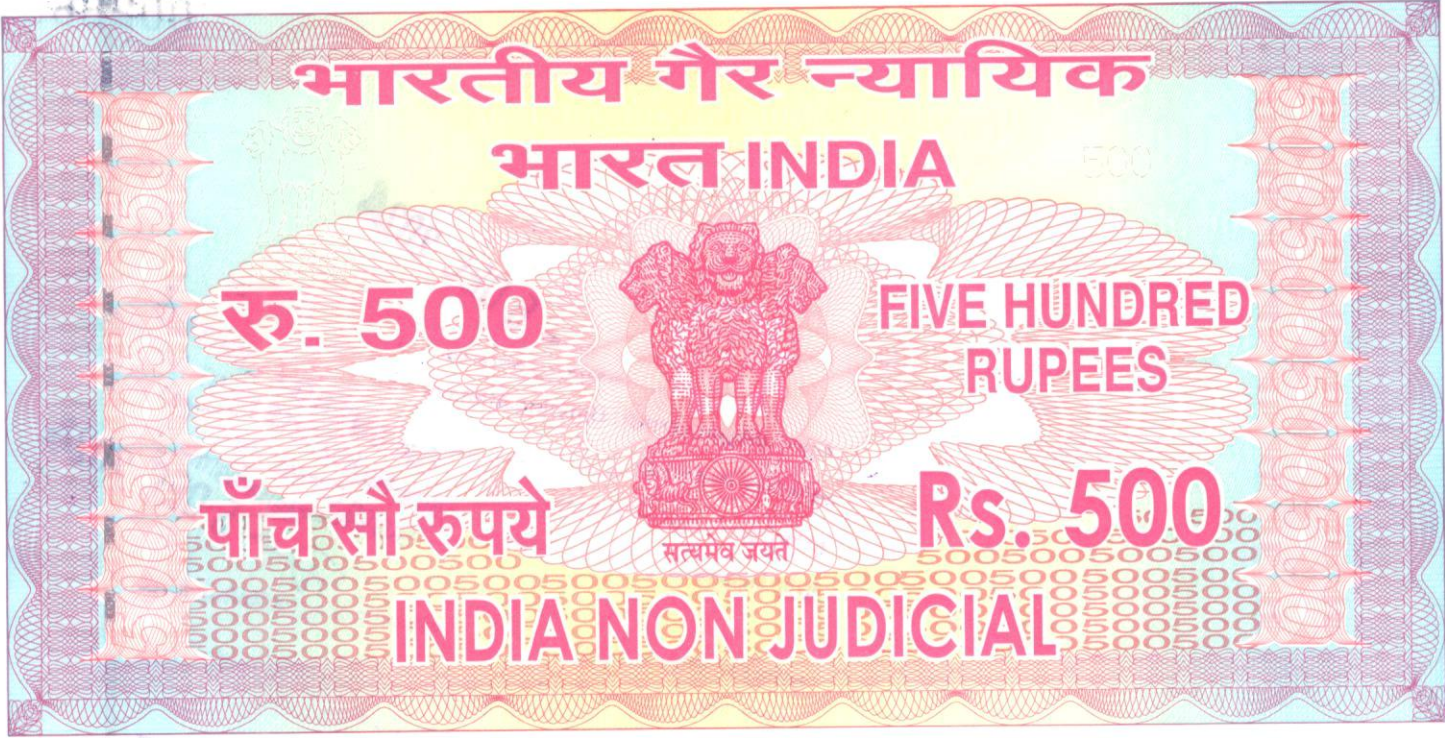
1. The Assignor is the sole and absolute owner of the registered trademark(s) listed in Schedule A hereto ("Trademark(s)"), including all the goodwill, rights, title, and interest therein, and has the authority to assign the same. Screenshots of applications filed for registration of Trademark(s) with the competent authorities are annexed to this Deed.
2. Pursuant to Memorandum of Understanding dated 17th May 2023 executed between the Parties and subsequent communications, the Assignee has agreed to purchase and acquire the Trademark(s) and the filed Trademark(s) along with all associated rights, goodwill, and interests from the Assignor.
3. Both parties have agreed to execute this Deed to effectuate the assignment on the terms and conditions set forth herein.

GK ENERGY LIMITED

Gurmani
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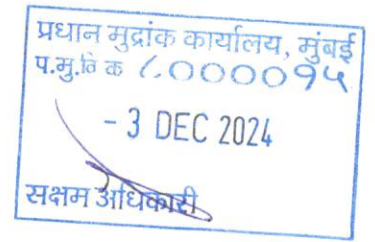
GK Energy



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श्रीमती उत्का पाटील

NOW, THEREFORE, THIS DEED WITNESSETH AS FOLLOWS:

1. Assignment

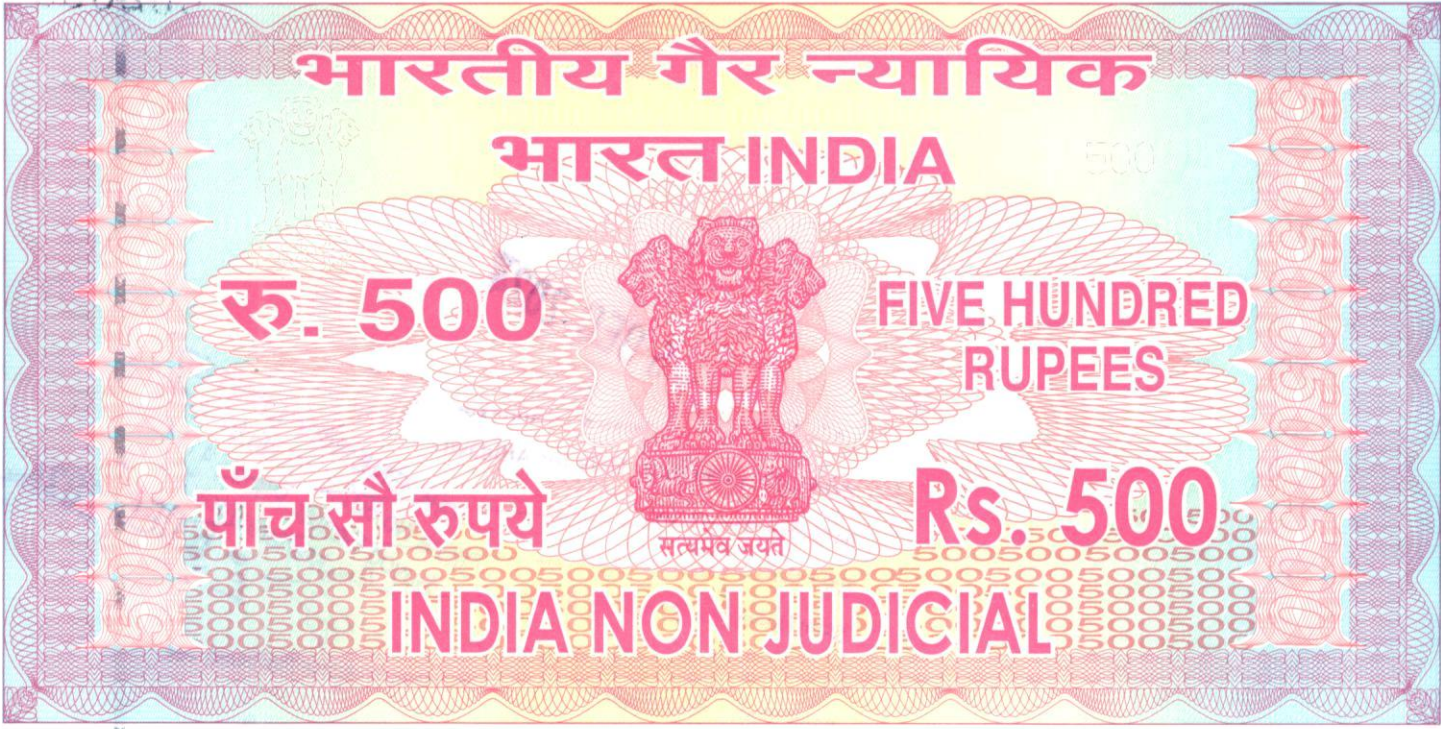
- 1.1 The Assignor, for and in consideration of the sum of ₹100,000 (Indian Rupees one lakh only), the receipt and sufficiency of which is hereby acknowledged, hereby irrevocably assigns, transfers, and conveys to the Assignee from the execution date, in perpetuity for the entire world the following:
 - 1.1.1 The Trademark(s) described in Schedule A ("Trademarks"), including the goodwill of the goods, services and business in respect of which the same have been adopted, used or proposed to be used and/ or registered, , the right to sue for past, present, and future infringements, and all other rights, title, and interests pertaining thereto and all the intellectual property rights including copyright in the artistic works of all the labels of the Assignor's proprietorship in the goods and services in respect of which the said Trademarks are registered TO HOLD unto the Assignee absolutely.

GK ENERGY LIMITED

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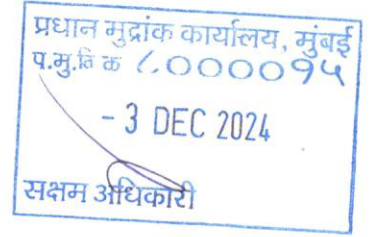
G. K. K. K.



महाराष्ट्र MAHARASHTRA

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1.1.2 the entire right, title, claim, interest and benefit, in and to the Trademarks, domain name, with all ancillary rights relating thereto, free of any encumbrances;

For the purpose of this Deed, "intellectual property rights" mean and include:

- copyrights and other rights associated with the works of authorship throughout the world, including neighbouring rights, moral rights, and mask works;
- Trademarks as set out at Schedule A, any and all other stylized forms, logos, symbols, insignia, facia, trade name, internet domain name(s), and registrations and applications for registration thereof together with all of the goodwill associated therewith;

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G. Kabra

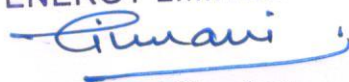
- c. all other intellectual and industrial property rights of every kind and nature throughout the world and however designated, whether arising by operation of law, contract, license, or otherwise and;
 - d. all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in effect.
- 1.2 The Assignee shall be entitled to file any application(s) or take any other action(s) or to make any amendment or corrections, as necessary in respect of the said Trademark, copyright application(s) before the competent authorities including the right to sue and the Assignor has no objection to the same. Moreover, the Assignor, from the date abovementioned, shall not claim any right or interest in the said Trademark(s). Furthermore, the Assignee shall be entitled to enjoy the said Trademark(s) in respect of the Assignee's business without any objection and interruption by the Assignor or any person laying claim under the Assignor.
- 1.3 The Assignee accepts, acquires, and assumes from the Assignor, free of Encumbrances, all rights, title and interests in and to the Trademarks, along with the goodwill as aforementioned and all the intellectual property rights including copyright in the artistic works of all the labels of the Assignor's proprietorship in the goods and services and in relation to the Trademarks and the Assignor acknowledges that the aforesaid rights assigned to the Assignee under Clause 1.1 and 1.2. above (hereinafter collectively referred to as the "Assigned Rights") shall not revert back to the Assignor if such rights are not exploited by the Assignee.
- 1.4 The assignment of the Assigned Rights as envisaged herein includes all manners of exploitation of the Trade Marks, whether now known or that may be known or created at any time in the future.
- 1.5 The territorial extension of the assignment of Assigned Rights as aforesaid shall extend to all the territories and countries of the world.

2. Representations and Warranties

The Assignor represents and warrants to the Assignee that:

- 2.1 The Assignor is the sole legal and beneficial owner of the Trademark(s) and has full power and authority to assign the same.
- 2.2 The Trademark(s) are free from all encumbrances, claims, liens, or third-party interests.
- 2.3 The execution of this Deed does not infringe on the rights of any third party.
- 2.4 The Assignor shall do all lawful acts and things and shall make, execute and deliver any and/or all other instruments in writing, and any/or all papers and

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necessary documents, take all actions, as may be necessary, for securing, completing, or vesting in the Assignee full right, title and interest in respect of the said Trademark(s). The Assignor shall sign all documents in respect of the said Trademark(s), as may be required by the Assignee.

2.5 The Assignor shall, at any time and from time to time upon the written request of the Assignee:

2.5.1. promptly and duly execute and deliver all such further instruments and documents, and do or procure to be done all such acts or things, as the Assignee may deem necessary or desirable in obtaining the full benefits of this Agreement and of the rights and ownership granted pursuant hereto; and

2.5.2. do or procure to be done each and every act or thing which the Assignee may from time to time reasonably require to be done for the purpose of enforcing its rights under this Agreement.

2.6 There are no third party actions, legal proceedings, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, pending or threatened or anticipated, which may prejudicially affect the due performance or enforceability of this Agreement or any obligations acts, omission or transactions contemplated hereunder.

2.7 No rights, licenses or assignments in relation to the Assigned Rights are valid as on date and that the Assignor has not granted the same to any third party;

2.8 No other rights in relation to the Assigned Rights have been retained by the Assignor and the Assigned Rights is complete in respect of the Trademarks.

2.9 The execution of this Deed has been authorised by the resolution of Board of Directors passed on 1st November 2024 and a certified true copy of the said resolution is annexed to this Deed.

3. Consideration

1.1 In consideration of the assignment, the Assignee shall pay the Assignor the sum of ₹100,000 (Indian Rupees one lakh only) alongwith applicable goods & service tax upon execution of this Deed. The Assignor acknowledges that the reciprocal obligations set out herein coupled with the amount set out above is fair, reasonable and sufficient consideration for the assignment contemplated herein.

4. Governing Law and Jurisdiction

This Deed shall be governed by and construed in accordance with the laws of India. Any disputes arising out of or in connection with this Deed shall be subject to the exclusive jurisdiction of the courts in Pune, Maharashtra.

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5. Miscellaneous

- 5.1 This Deed constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements or understandings, whether written or oral.
- 5.2 Any amendments or modifications to this Deed must be made in writing and signed by both parties.
- 5.3 This Deed may be executed in counterparts, each of which shall constitute an original but together shall constitute one and the same instrument.
- 5.4 The provisions of this Deed shall be enforceable notwithstanding the existence of any claim or cause of action of the Assignor against the Assignee whether predicted on this Deed or otherwise.
- 5.5 This Deed is severable which means any term in this Deed that has been defined as unlawful or unenforceable shall not affect the validity and enforceability of any other terms of this Deed.

IN WITNESS WHEREOF, the parties hereto have executed this Deed on the date and year first above written.

SIGNED AND DELIVERED

For and on behalf of the Assignor:

Name: Jeevan Santoshkumar Innani

Designation: Company Secretary

GK ENERGY LIMITED

Signature: _____

[Handwritten Signature]



Date: 5th December 2024

Authorized Signatory

Authorised by resolution of the Board of Directors

Dated 29th November 2024

The Assignee:

Name: Gopal Rajaram Kabra

Signature: _____

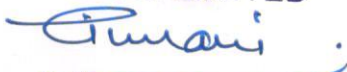
[Handwritten Signature]

Date: 5th December 2024

Schedule A: Description of Trademark(s)

Sr. No.	Brand/Trade Name/Word Mark	Trademark application No.	Class No.	Current Status	Description
1	GK Energy	5985813	9	Objected (Reply to examination report has not been filed within the stipulated statutory time period. The mark may be deemed to be abandoned by the examiner of trade marks)	Scientific, research, navigation, surveying, photographic, cinematographic, audiovisual, optical, weighing, measuring, signalling, detecting, testing, inspecting, life-saving and teaching apparatus and instruments; apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling the distribution of use of electricity; Apparatus and instruments for recording, transmitting, reproducing or processing sound, images or data; Recorded and downloadable media, computer software, blank digital or analogue recording and storage media; Mechanisms for coin-operated apparatus; Cash registers, calculating devices; Computers and computer peripheral devices; Diving suits, divers' masks, ear plugs for divers, nose clips for divers and swimmers, gloves for divers, breathing apparatus for underwater swimming; Fire-extinguishing apparatus.
2	GK Energy	5985820	11	Objected (Reply to examination	Apparatus and installation for lighting,

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			report has not been filed within the stipulated statutory time period. The mark may be deemed to be abandoned by the examiner of trade marks	heating, cooling, steam generating, cooking, drying, ventilating, water supply and sanitary purposes.
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(NOT FOR LEGAL USE)

As on Date : 28/11/2024

Status : Objected

[View Examination Report](#)

Alert : Awaiting Reply to Examination Report

TM Application No.	5985813
Class	9
Date of Application	19/06/2023
Appropriate Office	MUMBAI
State	MAHARASHTRA
Country	India
Filing Mode	e-Filing
TM Applied For	GK ENERGY
TM Category	TRADE MARK
Trade Mark Type	WORD
User Detail	12/01/2010
Certificate Detail	
Valid upto/ Renewed upto	
Proprietor name	(1) GK ENERGY MARKETERS PRIVATE LIMITED Body Incorporate
Proprietor Address	OFFICE NO. 802, CTS NO. 97-A-1/57/2, SUYOG CENTER, PUNE CITY, PUNE MH 411037 IN
Email Id	****ensolutions@gmail.com
Agent name	AKSHAY ASHOK JADHAV[33247]
Agent Address	406, MANGALWAR PETH, BALAJINAGAR, A-8, SATARA-415002.
Goods & Service Details	[CLASS : 9] Scientific, research, navigation, surveying, photographic, cinematographic, audiovisual, optical, weighing, measuring, signalling, detecting, testing, inspecting, life-saving and teaching apparatus and instruments; Apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling the distribution or use of electricity; Apparatus and instruments for recording, transmitting, reproducing or processing sound, images or data; Recorded and downloadable media, computer software, blank digital or analogue recording and storage media; Mechanisms for coin-operated apparatus; Cash registers, calculating devices; Computers and computer peripheral devices; Diving suits, divers' masks, ear plugs for divers, nose clips for divers and swimmers, gloves for divers, breathing apparatus for underwater swimming; Fire-extinguishing apparatus.

PRINT

PR Details

Correspondence & Notices

Uploaded Documents

EXIT

WARNING/DISCLAIMER: THE DATA OF TRADE MARKS REGISTRY IS UNDER THE PROCESS OF DIGITISATION, IF ANY DISCREPANCY IS OBSERVED IN THE DATA PLEASE CONTACT OR SUBMIT AT APPROPRIATE TRADE MARKS REGISTRY ALONGWITH SUPPORTING DOCUMENTS. THIS WILL HELP IN UPDATION OF ELECTRONIC RECORDS.

GK ENERGY LIMITED

https://tmrsearch.ipindia.gov.in/eregister/Application_View.aspx

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(NOT FOR LEGAL USE)

As on Date : 28/11/2024

Status : Objected

[View Examination Report](#)

Alert : Awaiting Reply to Examination Report

TM Application No.	5985820
Class	11
Date of Application	19/06/2023
Appropriate Office	MUMBAI
State	MAHARASHTRA
Country	India
Filing Mode	e-Filing
TM Applied For	GK ENERGY
TM Category	TRADE MARK
Trade Mark Type	WORD
User Detail	12/01/2010
Certificate Detail	
Valid upto/ Renewed upto	
Proprietor name	(1) GK ENERGY MARKETERS PRIVATE LIMITED Body Incorporate
Proprietor Address	OFFICE NO. 802, CTS NO. 97-A-1/57/2, SUYOG CENTER, PUNE CITY, PUNE MH 411037 IN
Email Id	****ensolutions@gmail.com
Agent name	AKSHAY ASHOK JADHAV[33247]
Agent Address	406, MANGALWAR PETH, BALAJINAGAR, A-8, SATARA-415002.
Goods & Service Details	[CLASS : 11] Apparatus and installation for lighting, heating, cooling, steam generating, cooking, drying, ventilating, water supply and sanitary purposes.

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GK ENERGY LIMITED

(Formerly known as GK Energy Private Limited,
GK Energy Marketers Private Limited)

CIN : U74900PN2008PLC132926

802, Suyog Center, Market Yard,

Gultekadi, Pune - 411037, Maharashtra, India.

Tel. 020-2426 8111 | Email : info@gkenergy.in



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF GK ENERGY PRIVATE LIMITED (FORMERLY KNOWN AS GK ENERGY MARKETERS PRIVATE LIMITED) HELD ON 29th NOVEMBER 2024 AT THE REGISTERED OFFICE OF THE COMPANY AT OFFICE NO. 802, CTS NO. 97-A-1/57/2, SUYOG CENTER, PUNE – 411037

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Approval of Draft of Deed of Assignment of Trademark and authorization to execute the same

The Chairman informed the Board that, in line with the Memorandum of Understanding (MOU) dated 17th May 2023, executed between the Company and Mr. Gopal Rajaram Kabra and pursuant to request letter dated 25th June 2024 received from Mr. Gopal Rajaram Kabra, it is proposed to transfer and assign the trademark(s) of Word Mark "GK Energy" and related rights to Mr. Kabra.

The Board considered the draft of the Deed of Assignment prepared for the transfer of the said trademark(s) and reviewed the terms and conditions specified therein. After due deliberations, the following resolution was passed unanimously:

"RESOLVED THAT the Board of Directors of the Company hereby approves the draft of the Deed of Assignment of Trademark to be executed between the Company and Mr. Gopal Rajaram Kabra, as presented in the meeting, subject to such modifications as may be deemed necessary.

RESOLVED FURTHER THAT Mr. Mehul Ajit Shah, Director and Mr. Jeevan Santoshkumar Innani, Company Secretary, be and are hereby severally authorized on behalf of the Company to execute the Deed of Assignment of Trademark and to do all such acts, deeds, matters, and things as may be necessary to give effect to the assignment, including but not limited to signing applications, declarations, filings, and other documents with the appropriate authorities.

RESOLVED FURTHER THAT Mr. Mehul Ajit Shah, Director and Mr. Jeevan Santoshkumar Innani are also severally authorized to make any amendments or modifications in the Deed of Assignment or any other related documents as may be required for ensuring compliance with statutory or regulatory requirements or for the successful completion of the transaction.

RESOLVED FURTHER THAT a certified true copy of this resolution be provided to any authority, party, or person as may be required in relation to this matter."

For and on behalf of GK Energy Private Limited
(formerly GK Energy Marketers Private Limited)

Jeevan Santoshkumar Innani

Company Secretary

Date: 5th December 2024

Place: Pune

Authorized Signatory