

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375632

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CELLO PLASTIC INDUSTRIAL WORKS		01/08/2015	LIMITED PARTNERSHIP: INDIA
RECEIVING PARTY DATA			
Name:	Cello Stationery Products Private Limited		
Street Address:	6, Vakil Industrial Estate, Walbhat Road		
City:	Goregaon (East), Mumbai, Maharashtra		
State/Country:	INDIA		
Postal Code:	400 063		
Entity Type:	Private Limited Company: INDIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3946650	CELLO	
CORRESPONDENCE DATA			
Fax Number:	5037782200		
<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:	503.778.2031		
Email:	trademarks@lanepowell.com		
Correspondent Name:	Renee Peck		
Address Line 1:	601 SW SECOND AVENUE, SUITE 2100		
Address Line 4:	PORTLAND, OREGON 97204		
ATTORNEY DOCKET NUMBER:	709755.2		
NAME OF SUBMITTER:	Renee B. Peck		
SIGNATURE:	/Renee B. Peck/		
DATE SIGNED:	03/04/2016		
Total Attachments: 7			
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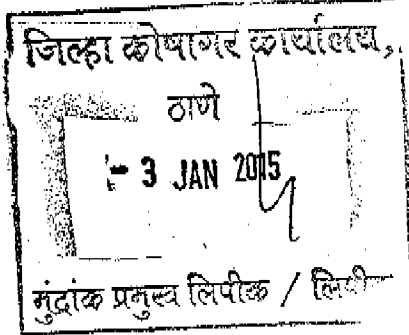
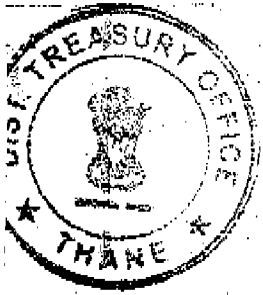
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महाराष्ट्र MAHARASHTRA

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LX 296016



DEED OF ASSIGNMENT OF FOREIGN TRADEMARKS

This Deed of Assignment of Foreign Trademark ("Assignment Deed – Foreign Trademarks") is made at Mumbai this 8th day of January, 2015 between:

1. **Cello Plastic Industrial Works**, a partnership firm incorporated under the (Indian) Partnership Act, 1932, represented by the partners Ghisulal D. Rathod, Pradeep G. Rathod and Pankaj G. Rathod and having its office at 5, Vakil Industrial Estate, Walbhat Road, Goregaon(E), Mumbai 400 063, Maharashtra, (hereinafter referred to as the "Assignor", which expression shall, unless it be repugnant to the context, be deemed to mean and include its successors, the partners or partner for the time being of the firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his permitted assigns);
2. **Cello Stationery Products Private Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at 6, Vakil Industrial Estate, Walbhat Road, Goregaon (East), Mumbai- 400 063, Maharashtra, India, hereinafter referred to as the "Assignee" (which expression unless repugnant to the meaning or context thereof shall mean and include its successors and assigns).

(The Assignor and Assignee are hereinafter collectively referred to as "Parties", and severally as "Party").

For Cello Plastic Industrial Works.

For CELLO STATIONERY PRODUCTS PVT. LTD.

Partner.

Director TRADEMARK

REEL: 005746 FRAME: 0193

6 JAN 2015

दस्तावेज क्रमांक/अनुच्छेद नं. (Name of document/article No.)	
रजिस्टर होणे करावा/करावे वा (Whether it is to be Registered)	
गोपनी ठेकावर अस्तित्वात असणे किंवा बांधणीचे नाव (If Registrable Name of S.R.O.)	
मिळवणीचे वर्णन (Property Description in brief)	KHAN JANAB BEE
मोलबंदी रक्कम (Consideration Amount)	B.A.L.L.M.
मुद्रांक किंवा मुद्रांकवाचे नाव (Stamp Purchaser's Name)	Advocate High Court
दुसऱ्या पक्षाचा नाव (Name of the other party)	G-1-B, Mumadewi Rd.,
दुसरे व्यक्तीद्वारे किंवा त्याच्या नावावर (If through other person then Name & Addr.)	B/H. Patal High School, Mumbai - 400 002.
मुद्रांक शुल्क रक्कम (Stamp Duty Amount)	
मुद्रांक किंवा मुद्रांक वाची बांधणीचे क्रमांक (Serial No./Date)	3/5682
मुद्रांक किंवा मुद्रांकवाची स्वाक्षरी (Stamp Purchaser's sign.)	
Nilesh C. Bhajana, C&A, Sector - 2, Vashi, Navi Mumbai-400703	
मोबाईल क्रमांक 980204943, बुला क्रमांक 5/3002	
या दस्तावेजाच्या तयारीत मुद्रांक शुल्काची भरणाची खात्री करायची आहे. याचा बांधणीचा मुद्रांक शुल्काची भरणाची खात्री करायची आहे. Tel. 27823818	

6 JAN 2015

TRADEMARK

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WHEREAS the Parties had entered into a deed of Assignment of trademark dated 13th February, 2009 (hereinafter referred to as "Assignment Deed"), by virtue of which the entire right, title, interest, claim and benefit along with the goodwill in and to the mark 'Cello' (hereinafter referred to as the "Trademark") in relation to the "Products" (as defined in the Assignment Deed, i.e. "goods and products covered under Class 16 of the Trademarks Act, 1999 and the International Classification of Goods and Services for the Purposes of the Registration of Marks under the Nice Arrangement") and all rights which the Assignor enjoyed there under, throughout the world ("Territory") were assigned by the Assignor to the Assignee.

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WHEREAS on February 13, 2009, the Parties entered into a Trademark License Agreement ("License Agreement") by virtue of which, the Assignee granted to the Assignor; (i) an exclusive, worldwide, perpetual, transferable, assignable, sub licensable, royalty free license to *inter alia* use the Trademark in the Territory in relation to the "Products" (as defined under the License Agreement, i.e. the list of products as set out in detail in Schedule 2 of the License Agreement and attached herewith as Annexure 2 for ease of reference; and (ii) a non-exclusive license to use the Trademark as part of the corporate name of the Assignor and on the Assignor's corporate stationery, letterhead and other business papers and records used in connection with its business.

WHEREAS under the License Agreement, the Assignee has agreed that it shall, as and when so demanded by the Assignor, give a worldwide, exclusive, perpetual, transferable, assignable, sub-licensable and royalty free license to use the Trademark with any of the products listed in Schedule 2 of the License Agreement in favour of the promoters or Affiliates of the Assignor.

WHEREAS under the Assignment Deed, the Assignor has agreed to execute further documents to perfect the title of the Assignee in the Trademark.

WHEREAS the Assignor is the owner of the registered trademarks, and pending trademark applications as set out in Annexure 1 in respect of the goods and products falling under Class 16 only of the International Classification of Goods and Services under the Nice Agreement (hereinafter referred to as "Foreign Trademarks").

WHEREAS the Assignor and the Assignee have agreed to enter into the present agreement for the assignment and transfer of the Foreign Trademarks along with the goodwill associated with the Foreign Trademarks, in order to fulfill Assignor's obligation under the Assignment Deed.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants as set forth in the Assignment Deed:

1. The Assignor hereby assigns, conveys and transfers unto the Assignee all rights, title, claim, interest, benefit, along with the goodwill in and to the Foreign Trademarks worldwide in relation to all the goods and products falling under Class 16 only of the International Classification of Goods and Services under the Nice Agreement.
2. It is hereby clarified for the avoidance of doubt that the execution of this Assignment Deed-Foreign Trademarks and anything contained herein shall not affect in any manner

For Cello Plastic Industrial Works.

Partner.

For CELLO STATIONERY PRODUCTS PVT. LTD.

Director /  TRADEMARK

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whatsoever; (i) the worldwide perpetual rights granted to the promoters and/or Affiliates of the Assignor to use the Trademark as stated in the License Agreement (if required) with any of the products listed in Schedule 2 of the License Agreement; and (ii) the worldwide perpetual rights granted to the promoters and/or Affiliates of the Assignor to use the Trademark with respect to any of the identified products listed in Schedule B of the Assignment Deed which the Assignor wishes to manufacture (either directly or indirectly).

3. The Assignor shall for the purpose of perfecting the title of the Assignee in the Trademark, or completing or registering the assignment of the Foreign Trademarks, execute and deliver within a reasonable deadline not exceeding one month following the Assignee request, any documents required to be executed and filed with any Government Authority, at the request and expense of the Assignee, and the Assignor shall do so and shall also provide such information and documents in relation to maintenance or protection of the Foreign Trademarks, as may be requested from time to time by the Assignee.
4. The Assignor does hereby authorize and request the appropriate Trade Mark Authorities world over to record the assignment/transfer of the Foreign Trademarks to Assignee.
5. The Assignor hereby irrevocably nominates, constitutes and appoints the Assignee in that behalf in fact and at law, to sign, seal, deliver, 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 transfer and assignment of the Foreign Trademarks along with the associated goodwill as herein provided in favour of the Assignee, under and in accordance with the applicable trade mark laws.
6. The Assignment Deed and terms and conditions set out therein are deemed to be incorporated herein by reference.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS DEED OF ASSIGNMENT OF FOREIGN TRADEMARKS ON THE DATE SET OUT BELOW AND SHALL BE EFFECTIVE ON AND FROM THE EFFECTIVE DATE.

SIGNED for and on behalf of
Cello Plastic Industrial Works,
(the Assignor)

By Partner - **Pradheep Ghisulal Rathod**

SIGNED for and on behalf of
Cello Stationery Products Private Limited,
(the Assignee)

By Director - **Gonzalve Bich**

Authorised Signatory - duly authorized by the Board Resolution dated January 8, 2015

For **Cello Plastic Industrial Works,**

Partner.

For **CELLO STATIONERY PRODUCTS PVT. LTD.**

TRADEMARK

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Annexure I

List of Foreign Registrations and Applications Assigned

Sr. No.	Country	Class	Registration Number	Application Number	Status
1.	Afghanistan	16	12038	1186, 99 278 814	Registered
2.	Albania			AL/T/2014/00057	Pending
3.	Argentina	16	2.400.468/	2967144	Registered
4.	Armenia	16		20140664	Pending
5.	Bangladesh	16		73944	Pending
6.	Belarus	16		20141104	Pending
7.	Brazil	16	830470832	830470832	Registered
8.	Cambodia	16	20869/05	21765/05	Registered
9.	Chile	16	909.561	889.308	Registered
10.	Colombia	16	456022	11 180302	Registered
11.	Croatia			Z20141191A	Pending
12.	Egypt	16		286443	Pending
13.	Ethiopia (Registration in process)	16		5537 (FTM)	Pending
14.	Europe CTM	16	11150216	11150216	Registered
15.	Fiji	39 - local classification	19/11	19/11	Registered
16.	Georgia	16		76984/3	Pending
17.	Ghana	16	33,679	33,679	Registered
18.	Kenya	16	Not Available	54109	Pending
19.	Kenya	16		67922	Pending
20.	Kyrgyzstan	16		20140232.3	Pending
21.	Libya	16		21391	Pending
22.	Madagascar	16		20100600	Pending
23.	Malawi	16	MW/TM/200 3/00082	82/2003	Registered
24.	Malaysia	16		2010003077	Pending
25.	Mauritius	16		MU/M/10/11068	Pending
26.	Mexico	16		1055279	Pending
27.	Morocco	16	129365	129365	Registered
28.	Myanmar	16	1937/2011	1937/2011	Registered
29.	Nepal	16	19411/060	11751	Registered
30.	Nigeria	16	Not Available	TP.64716	Registered
31.	OAPI	16	69846	3201103128	Registered
32.	Peru	16	162110	405863- 2009/DSD- INDECOPI	Registered
33.	Russia	16		2014729218, 2004729 374	Pending

For Cello Plastic Industrial Works,

Partner.

For CELLO STATIONERY PRODUCTS PVT. LTD.

Director TRADEMARK

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34.	Singapore	16	T0613067I	T0613067I	Registered
35.	South Africa	16	2011/28439	2011/28439	Registered
36.	Syria	16	108 462		
37.	Thailand	16	Kor326788	753352	Registered
38.	Tunisia	16	TN/E/2010/22 9	EE100229	Registered
39.	Turkey	16		2014/71003	Pending
40.	Turkmenistan	16		2014.0219	Pending
41.	U.A.E.	16		58667, 100431, 84296/2007	Pending
42.	Uganda	16		40499	Pending
43.	Ukraine	16		m 2014 06270	Pending
44.	Uruguay	16	404336		Registered
45.	USA	16	3946650	77705763	Registered
46.	Uzbekistan	16		2007/63879	Pending
47.	Venezuela	16		2009-20505	Pending
48.	Yemen	16	39350	50217	Registered
49.	Zanzibar	16	294/2002	327/2002	Registered

For Cello Plastic Industrial Works,

Partner.

For CELLO STATIONERY PRODUCTS PVT. LTD.

Director / Authorised Signatory

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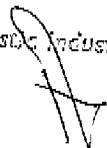
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Annexure 2
List of the Products Licensed

LIST OF PRODUCTS

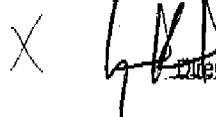
Serial No. (E)	Indication of Goods or Services	Basic No. 1	Serial No. (F)
B0383	Binders (Loose-leaf □)	160035	60367
B0391	Binding strips [bookbinding]	160205	00067
C0888	Copying paper [stationery]	160332	P0077
D0292	Drawing pads	160041	B0496
E0152	Envelopes [stationery]	160127	B0359
F0009	Fabrics for bookbinding	160150	E0506
H0062	Handbooks [manuals]	160180	M0122
N0112	Note books	160068	C0270
P0011	Packing paper	160130	B0233
P0029	Pads [stationery]	160042	B0495
P0111	Paper sheets [stationery]	160074	F0123
P0216	Pen Cases	160133	P0663
S0158	Scrap Books	160013	A0279
W0375	Writing Cases [Stationery]	160300	P0074
W0380	Writing Drawing Books	160058	C0091
W0381	Writing Pad	160255	S0467
W0382	Writing Papers	160182	L0205

For Cello Plastic Industrial Works,



Partner.

For CELLO STATIONERY PRODUCTS PVT. LTD.



Director / Authorised Signatory