

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM763112

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RMX Industries		07/01/2022	Partnership: INDIA
Kulvinder Rastogi		07/01/2022	INDIVIDUAL: INDIA
Vikas Malhotra		07/01/2022	INDIVIDUAL: INDIA
RECEIVING PARTY DATA			
Name:	RMX Industries Private Limited		
Street Address:	72-73 Industrial Estate Extension		
City:	Jalandhar, Punjab		
State/Country:	INDIA		
Postal Code:	144012		
Entity Type:	Private Company Limited By Shares: INDIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4717986	ZEPHYR	
CORRESPONDENCE DATA			
Fax Number:	4153939887		
<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:	415-954-0200		
Email:	ip-squiretm@squirepb.com		
Correspondent Name:	Raisa Dyadkina		
Address Line 1:	Squire Patton Boggs (US) LLP		
Address Line 2:	475 Sansome Street, Suite 1600		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	114080.00016		
DOMESTIC REPRESENTATIVE			
Name:	Philip R. Zender		
Address Line 1:	Squire Patton Boggs (US) LLP		
Address Line 2:	475 Sansome Street, Suite 1600		
Address Line 4:	San Francisco, CALIFORNIA 94111		

CH \$40.00 4717986

NAME OF SUBMITTER:	Raisa Dyadkina
SIGNATURE:	/Raisa Dyadkina/
DATE SIGNED:	10/24/2022
Total Attachments: 4 source=ZEPHYR_Trademark Assignment Agreement#page1.tif source=ZEPHYR_Trademark Assignment Agreement#page2.tif source=ZEPHYR_Trademark Assignment Agreement#page3.tif source=ZEPHYR_Trademark Assignment Agreement#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "*Agreement*") is effective as of July 1, 2022 (the "*Effective Date*") by and between RMX INDUSTRIES, an Indian Partnership ("*RMX Partnership*"), KULVINDER RASTOGLI, an individual residing in India ("*Rastogi*"), and VIKAS MALHOTRA, an individual residing in India ("*Malhotra*") and, together with RMX Partnership and Rastogi, each an "*Assignor*" and collectively the "*Assignors*"), and RMX INDUSTRIES PRIVATE LIMITED, an Indian Private Limited entity ("*Assignee*").

RECITALS

WHEREAS, Assignors are the owners of the trademark and associated registration listed in Exhibit A:

WHEREAS, Assignee is desirous of acquiring all of Assignors' rights, title, and interest in and to the trademark, including any and all goodwill relating thereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** Effective as of the Effective Date, Assignors hereby irrevocably sell, assign, transfer, and convey to Assignee and its successors, assigns, and nominees, and Assignee hereby accepts, all of Assignors' right, title, and interest worldwide in and to the trademark registration set forth in Exhibit A hereto and all issuances, extensions, and renewals thereof (the "**Trademark**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademark, including all common law rights and trademark registrations for the Trademark, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Agreement had not been made.

2. **Further Assurances.** Assignors further agree to execute all documents and do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Agreement, including but not limited to executing all necessary deeds, agreements or other documents required at law to effect registration or recordal of the assignment of the intellectual property listed in Exhibit A in any jurisdiction. In addition, and without limiting the generality of the foregoing, Assignors further agree, at the request of Assignee or its successors in interest, to do all lawful acts which may be required for obtaining and enforcing the intellectual property rights in the Trademark, and to otherwise aid Assignee or its successors in interest in enforcing intellectual property rights in the Trademark, all at the expense of Assignee or its successors in interest.

3. **Power of Attorney.** Assignors hereby constitute and appoint Assignee and its successors and assigns as Assignors' true and lawful attorneys with full power of substitution, in Assignors' name and stead but on behalf and for the benefit of the Assignee and its successors and assigns, to demand and receive the Trademark and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of the Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, which the Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or recordation of ownership to the Trademark, or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the Trademark which the Assignee or its successors or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignors or by dissolution of the Assignors or in any manner or for any reason whatsoever.

4. **Governing Law; Submission to Jurisdiction and Venue.** This Agreement shall be construed, interpreted, governed, applied and enforced in accordance with the laws of the State of Delaware, without regard to any provisions thereof relating to conflicts of laws among different jurisdictions. Each of the parties hereto irrevocably submit to the non-exclusive jurisdiction and venue of the state or federal courts located in Delaware, U.S.A. to resolve any dispute related hereto or arising hereunder. Each of the parties hereby irrevocably waives any objection they may now or hereafter have as to the venue of any such action or proceeding brought in such court including but not limited to any objection that such court is an inconvenient forum.

5. **Counterpart and Facsimile Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Any signature page hereto delivered by facsimile or by e-mail (including in portable document format (pdf), as a joint photographic experts group (jpg) file, or otherwise) shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment thereto. Any party that delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the Effective Date.

ASSIGNOR(S)

ASSIGNEE

RMX INDUSTRIES

RMX INDUSTRIES PRIVATE LIMITED

By: _____

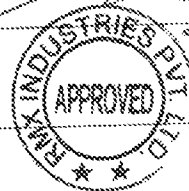
By: _____

Name: _____

Name: _____

Title: _____

Title: _____



KULVINDER RASTOGI

Name: KULVINDER RASTOGI

VIKAS MALHOTRA

Name: VIKAS MALHOTRA

EXHIBIT A
TRADEMARK

MARK	U.S. SERIAL NUMBER
ZEPHYR	86246467

010-9404-9521//AMERICAS