

ASSIGNMENT OF COPYRIGHT

This DEED OF **ASSIGNMENT OF COPYRIGHT** is made on this day of
..... 20.....

BETWEEN

Ezee law solutions

(hereinafter referred to as “the party of the first part/Assignor”)

AND

XYZ Limited, a Company incorporated under the Indian Companies Act,
having its registered office..... (address) (hereinafter referred to as “the
party of the second part/Assignee”)

WHEREAS the Party to the Second part was earlier known as Theta Heritage
Limited. As a result of the order of the Hon’ble High Court of (place)
dated..... with regard to the deamalgamation of the company named as
Gamma Industries Limited, the scheme of de-meger approved by such order
assigned all Intellectual Property rights in the trademark “ABC” to the company
known as Theta Heritage Limited later known as Beta (I) Limited. The said
change of name was duly recorded on the certificate of incorporation of the
assignee.

WHEREAS in pursuance thereof, the party to the second part did cause in the
year....., under a contract for services, in exchange for valuable
consideration, the receipt of which is acknowledged by the assignor, the creation
of the art work for the trademark “ABC”, (hereinafter referred to as “the work”)

WHEREAS the said work comprises an original literary work entitled to be
protected under the Provisions of the Indian Copyright Act, 1957 as also under
common law principles.

WHEREAS as the assignment of all rights to the said work were not due to
an inadvertence, transferred to the assignee, in order to finalize and regularize the
ownership of the said work and in pursuance to the understandings between the
parties in respect thereof, it has been decided to execute this deed of assignment.
The said agreement shall be deemed to have effect from..... (Insert the
day//month//year when work was handed over to).

THIS DEED NOW WITNESSES AS FOLLOWS:

1. That in consideration of the mutual understanding between the parties and
a consideration of Rupees (to be sourced from the receipt for payment for the
original work)....., paid by the Assignee to the Assignors, of which
the Assignors acknowledge full and final receipt, the Assignors agree to assign
onto the Assignee all rights, interests and titles in the said work.
2. The assignment shall be absolute and valid until the entire tenure of
copyright as comprised in the work.
3. The assignment shall be valid for India and also for the rest of the world.
4. No royalty shall be payable by the Assignee to the Assignor during the
currency of the Assignment.
5. It is further agreed between the parties that notwithstanding the provisions
of sections 19 (4) of the Copyright Act, 1957, the Assignment shall not lapse or
the right transferred therein revert to the assignor, even if the Assignee does not
exercise the rights under assignment within a period of one year from the date of
this assignment.
6. The Assignee shall be entitled to file an application before the Registrar of
Copyrights to seek registration of copyright comprised in the work in its own name,
and the Assignors shall render all possible assistance to the Assignee in seeking
such records.

7. This assignment shall be binding on all legal heirs, successors and assigns of the Assignors or the Assignee.

8. The terms of this assignment agreement shall be deemed to take effect from..... (insert the day/month/year in which the work was handed over to).

That whereas the parties named above have laid their hands on this deed of assignment on the date, month and year mentioned above.

ASSIGNORS:

Alpha.....

through.....

(Name of authorised signatory)

ASSIGNEE: **Ezee law solutions**

Through.....

(Mr. XYZ) Managing Director

Witnesses:

- 1.
- 2.

