



महाराष्ट्र MAHARASHTRA

2022

08AA 007407

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००००९
- 2 JUN 2022
सक्षम अधिकारी

श्री. दि. क. गवई

TRADEMARK LICENSE AGREEMENT

This Agreement is made in Mumbai and executed on 5th August 2022 by and between:

Licensor	ICONIQ Brands India Private Limited 394 C, Lamington Chambers, Lamington Road, Mumbai – 400004, Maharashtra, India represented by its Director Mr. P.P.Padmanabhan
Licensee	Allied Blenders and Distillers Limited 394 C, Lamington Chambers, Lamington Road, Mumbai – 400004, Maharashtra, India represented by its Chief Financial Officer Mr. Ramakrishnan Ramaswamy



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20 JUN 2022

शेअर अफिदाव्ही / Only for Affidavit / AGREEMENT

मुद्रांक विकत घेणा-याचे नाव _____
 मुद्रांक विकत घेणा-याचे तहनामा पत्ता _____
 मुद्रांक विक्रीदारनाम मंडी वही अनु क्रमांक _____ दिनांक _____

मुद्रांक विकत घेणा-याची ससे
 तहनामा क्रमांक : ६०००००९
 मुद्रांक विक्रीचे ठिकाण / पत्ता : सी. अरुणा अरुण बाशिडे
 १४/ बी, खोताची वाडी, मंडेराव बिल्डींग, तळकपना, सी. पी. रोड
 निरगाव, मुंबई - ४०० ००४.

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 तहनामा करणारे मुद्रांक विक्रीदारकी ससे

जमावकीय कार्यालयक्रमांक : _____ तहनामा करणारे मुद्रांक विक्रीदारकी ससे
 हाच नावही जमावकीय कार्यालयक्रमांक : _____ तहनामा करणारे मुद्रांक विक्रीदारकी ससे
 या कार्यालयामधील ज्यांनी मुद्रांक विक्रीचे केले त्यांनी त्याच कार्यालयामधील कार्यालयीन कामे
 संपादन ६ महिन्यांचा मुदतवारीतून संपादन करणारे आहेत

जेडपत्र - २ Annexure 2

दस्तावेजा प्रकार	
सत नोंदणी करणार आसा का?	YES/NO
मुद्रांक विक्रीचे ठिकाण	
दुसऱ्या पक्षकाराचे नाव	Iconix Brands India Pvt Ltd
हसने असल्यास त्याचे नाव	Anand
मुद्रांक विक्री नोंद वही अनु क्रमांक	
मुद्रांक विक्रीचे ठिकाण	
मुद्रांक क्रमांक	000116
मुद्रांक विक्रीचे ठिकाण	<i>AZ Shub</i>
तहनामा क्रमांक	६०००००९
मुद्रांक विक्रीचे ठिकाण / पत्ता	सी. अरुणा अरुण बाशिडे १४/ बी, खोताची वाडी, मंडेराव बिल्डींग, तळकपना, सी. पी. रोड निरगाव, मुंबई - ४०० ००४.
या कार्यालयामधील ज्यांनी मुद्रांक विक्रीचे केले त्यांनी त्याच कार्यालयामधील मुद्रांक विक्रीचे केलेल्यापैकी ६ महिन्यांचा मुदतवारीतून संपादन करणारे आहेत	

ALLIED BLENDERS AND DISTILLERS LIMITED
 394-C Lamington Chambers,
 Lamington Road, Mumbai - 400 004.

Iconix Brands India Pvt Ltd
Anand

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TERMS	
Royalty	Nominal rate of INR 1 (Rupee one only) per case of products sold to be paid to the Licensor by the Licensee, in consideration of the License, which will remain subject to receipt of all statutory approvals. The payment of royalty can be modified in future with mutual consent of parties.
Goods	preparations/blends/recipe for making Alcoholic beverages [except beer], wines, spirits and liqueurs, whisky, rum, vodka, gin, brandy, Flavoured liquors [alcoholic beverages] and Beers, Preparations/blends/recipe for making beer, Mineral and aerated waters, Beverages-non-alcoholic, Fruit beverages, Fruit juice, Soda water, Packaged drinking water, Syrups for beverages, Non-alcoholic preparations/blends/recipe for making beverages, Energy shots, Sports and energy drinks and its associated services
Licensed Trademarks	The trademarks set out in Annexure A and variations, permutations and/or combinations of the trade mark to be used in respect of goods and services
Intellectual Property	Trademarks, copyrights, designs, patents, whether registered or unregistered, confidential information and including but not limited to acronyms, label, artistic work, logo, design, patterns, colours and combination of colours, style, trade dress, text, trademark, tagline, symbol, image, slogan, get-up, layout, product embossments, and any other artistic features, including copyright
Term	3 years from the effective date of the present agreement
Territory	Entire World
Effective Date	This Agreement has been executed on 5 th August 2022 and will be effective from the date of receipt of all statutory approvals.
Grant of License	In consideration of the Royalty, the Licensor hereby grants to the Licensee, an exclusive license to use and exploit the Licensed Trademarks, solely in connection with the Goods and Services from the effective date, for the Term and in the Territory, subject to the terms and conditions herein and all applicable laws
Payment of Royalty	The Licensee shall pay to the Licensor the Royalty on a yearly basis, subject to compliance of all applicable regulations including Goods & Service Tax Act
Representations and warranties of the Licensee	<ol style="list-style-type: none"> The Licensee agrees that the Licensor is the owner and proprietor of the Licensed Trademarks as mentioned in Annexure A and undertakes not to challenge the same before any forum, tribunal or Court; The Licensee shall comply with applicable laws in connection with the performance of its obligations hereunder and shall use the Licensed Trademarks solely as permitted and agreed upon under this Agreement; The Licensee has and agrees to obtain all requisite statutory licenses / permissions / consents / approvals necessary for the manufacture, marketing, storage and sale of Goods and rendering of Services (including, dissemination of promotional materials) and incur any and all related expenditure;
Representations and warranties of the Licensor	<ol style="list-style-type: none"> That the licensed trademarks are free of any lien, charge or encumbrance. The licensor shall provide authorisations, consent letters, authority letters or any other documents, which may be required for the effective functioning of the present agreement. Any and all intellectual property arising out of the present agreement shall vest with the licensor and form part of the present license .





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Breach	<p>a. Violation, by either party, of the terms and undertakings provided in the present agreement</p> <p>b. Compulsory or voluntary liquidation (except for the purpose of merger, reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets or if an insolvency resolution professional has been appointed for administering the affairs of the company.</p> <p>c. If the Licensor or Licensee becomes bankrupt, insolvent, ceases transaction of business, commits any act of bankruptcy, or dissolves its business, this agreement may be immediately terminated by the other party.</p>
Termination	<p>a. The agreement shall expire on expiry of the term and upon non-renewal.</p> <p>b. The Parties shall have the right to mutually terminate this Agreement in writing by giving three (3) months' notice of the same.</p> <p>c. Upon breach of the present agreement by either party and where the said breach is brought to the notice of the party in breach and the same is not cured within a period of thirty (30) business days.</p> <p>d. Force Majeure shall not be a ground for breach or termination of the present agreement unless there is wilful default or negligence by either party in performing their obligations under the present agreement.</p>
Miscellaneous	Addition of brands / trademarks: The parties to the agreement will have an option of adding any new brand / trademarks to the list of Licensed Trademarks and amend or modify the agreement terms with mutual understanding and by exchange of written communication
Dispute Resolution and Governing Law	The grant of the License and the terms and conditions contained herein shall be governed by the laws of India, and the appropriate Courts of Mumbai, India shall have jurisdiction to settle any and all dispute(s) arising out of or in connection with the present agreement



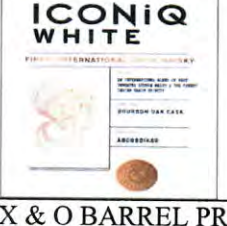
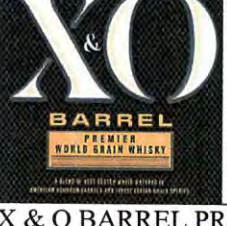
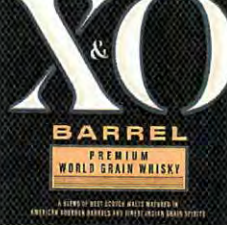
IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first hereinabove written.

ICONIQ Brands India Private Limited	Allied Blenders and Distillers Limited
 P.P. Padmanabhan Director	 Ramakrishnan Ramaswamy Chief Financial Officer

Witness 1	Witness 2



Annexure A
Licensed Trademarks

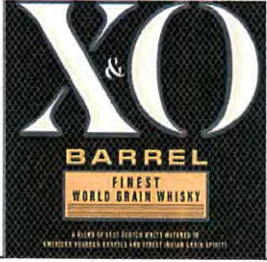

S. NO.	MARK	CLASS	APPLICATION NO.
1.	ICONIQ WHITE	32	4769455
2.	ICONIQ WHITE	33	4769456
3.	ICONIQ BLACK	32	5226726
4.	ICONIQ BLACK	33	5226727
5.	X & O	32	4769443
6.	X & O	33	4769444
7.	ICONIQ WHITE DELUXE INTERNATIONAL GRAIN WHISKY 	33	5541247
8.	ICONIQ WHITE SPECIAL INTERNATIONAL GRAIN WHISKY 	33	5541248
9.	ICONIQ WHITE FINEST INTERNATIONAL GRAIN WHISKY 	33	5541249
10.	X & O BARREL PREMIER WORLD GRAIN WHISKY 	33	5541250
11.	X & O BARREL PREMIUM WORLD GRAIN WHISKY 	33	5541251



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S. NO.	MARK	CLASS	APPLICATION NO.
12.	X & O BARREL FINEST WORLD GRAIN WHISKY 	33	5541252
13.	ICONIQ BLACK INTERNATIONAL SELECT GRAIN WHISKY 	33	5546794

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