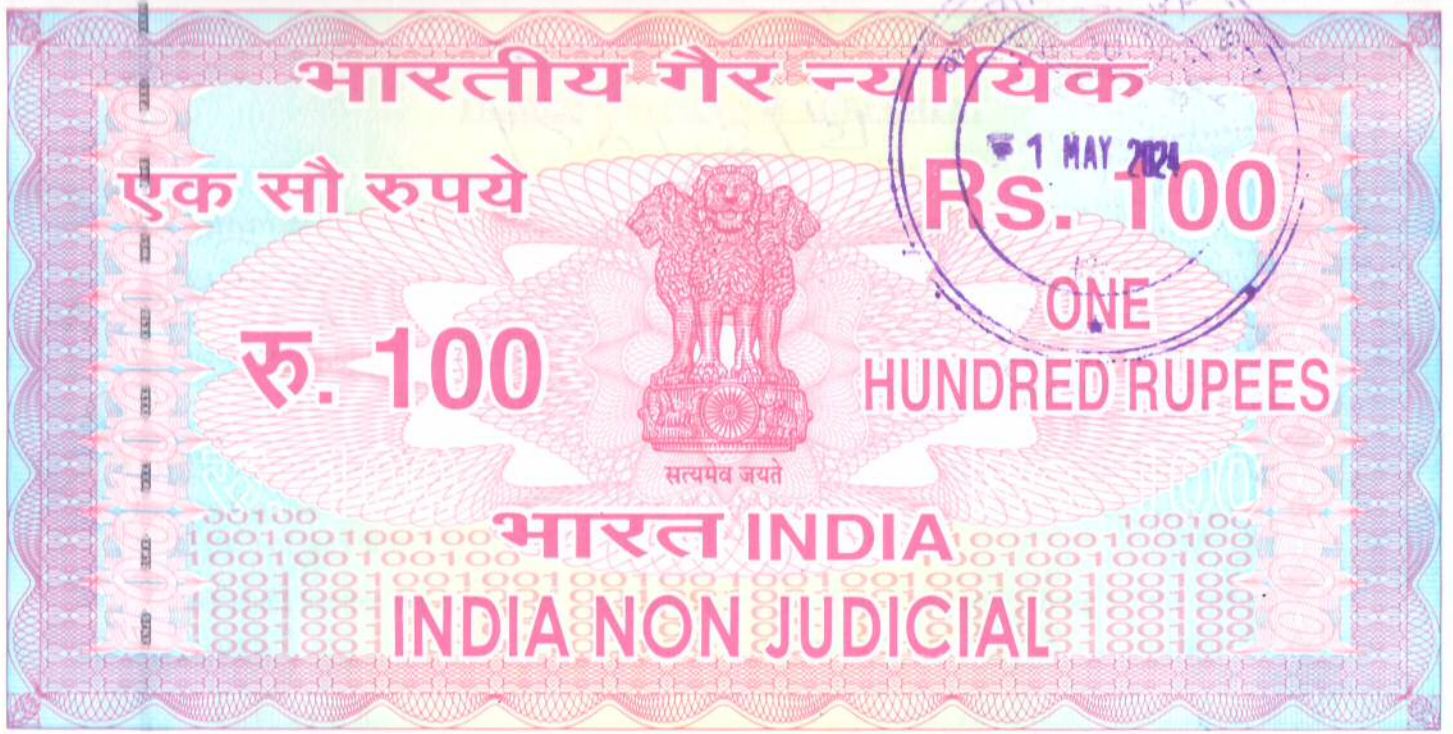




उत्तर प्रदेश UTTAR PRADESH

GW 158725

THIS STAMP. PAPER FORMS AN INTEGRAL PART OF
TRADEMARK LICENSE AGREEMENT DATED 25.07.2024
BETWEEN LOHIA TRADE SERVICES LIMITED AND LOHIA
CORP LIMITED.



TRADEMARK LICENSE AGREEMENT

This Agreement dated this 25th day of July 2024 is made by and between

LOHIA TRADE SERVICES LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at D-3/A, Panki Industrial Estate, Kanpur-208022 (hereinafter referred to as the "Licensor"), of the First Part;

AND

LOHIA CORP LIMITED, a company incorporated under the Companies Act, 2013 having its registered office at D-3/A, Panki Industrial Estate, Kanpur-208022, (hereinafter referred to the "Licensee") of the Other Part.

Licensor and Licensee are also referred individually as "the Party" and collectively as "the Parties".

WHEREAS

1. Licensor is the owner of the trademark "**Lohia Group**" and related designs and logos, under various trademark classes, for use in connection with marketing of products & services related to machinery and other products; all such trademarks, names, designs and logos, more specifically detailed in Annexure-I and shall include any new registrations for the tradename "Lohia Group", are hereinafter referred to as "**Lohia Group Trademarks**".
2. Under a Scheme of Arrangement approved by Hon'ble National Company Law Tribunal, Allahabad Bench ("**NCLT**") vide order dated 16th April 2024, the technical textile machinery and related business ("**Core Business**") of the Licensor have been transferred to the Licensee with effect from 1st May 2024.
3. The Licensee is carrying on the Core Business w.e.f. 1st May 2024 and hence has sought license to use the Lohia Group Trademarks for marketing of its products and services related to the Core Business.
4. Licensor and Licensee being the companies of the same group, the Licensor has agreed to grant the license to the Licensee for the use of Lohia Group Trademarks by the Licensee as per the terms and conditions of this Agreement.

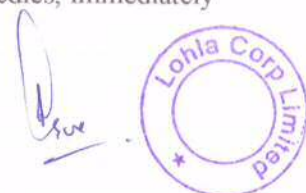
NOW THEREFORE, FOR AND IN CONSIDERATION OF MUTUAL COVENANTS AND UNDERTAKINGS HEREINAFTER SET FORTH AND OTHER GOOD AND VALUABLE CONSIDERATION, IT IS AGREED AS FOLLOWS:

1. Subject to the terms of this Agreement, Licensor hereby grants to the Licensee, with effect from 1st May 2024 ("**Effective Date**") a revocable, non-exclusive license to use Lohia Group Trademarks and to make and use certain derivative work thereof for the purpose of selling its products or services.
2. In consideration for the license granted herein, Licensee shall pay to Licensor an annual license fee of Rs. 1,00,000 (Rupees One Lakh only) (the "**Annual Fee**"). The Annual Fee can be revised with the mutual consent of the Parties in writing.
3. The Licensee shall use the Lohia Group Trademarks only to products which have been manufactured in accordance with the standards of quality, use, advertising and promotion



set forth in accordance with the usage by the Licensor prior to Scheme of Arrangement getting effective.

4. The Licensee is authorised to use the Lohia Group Trademarks in marketing material including use in publicity, advertising, signs, product brochures, cartons and other form of advertisement.
5. The Licensee may assign or sublicense the rights granted under this Agreement for bonafide business objectives.
6. The Licensee acknowledges and agrees that any goodwill, proprietary or common law rights derived from the use of the Lohia Group Trademarks by the Licensee anywhere in the world shall accrue solely to the Licensor.
7. The Licensee agrees and undertakes not to apply for and/or register any mark similar to the Lohia Group Trademarks before Trade Mark Office in any jurisdiction of the world. In the event, the Licensee wishes to apply for and/or register any mark similar to the Lohia Group Trademarks, the same shall be done with prior written permission of the Licensor.
8. The Licensee admits the validity of and agrees not to challenge the Lohia Group Trademarks in any manner before any authority in any jurisdiction.
9. The Licensee agrees that it will not alter, modify, dilute or otherwise misuse the Lohia Group Trademarks or bring them into disrepute.
10. The Licensee shall immediately notify and/or advise the Licensor of any infringement of the Lohia Group Trademarks by any party that comes to its notice and shall provide necessary information and assistance to the Licensor in the event Licensor decides to initiate or defend any legal action.
11. In the event of a significant breach of this Agreement by Licensee, the Licensor may terminate the license and rights granted to the Licensee under this Agreement by giving written notice to Licensee of termination. The license and rights granted under this Agreement shall terminate thirty (30) days after mailing of such written notice unless such breach is cured within such thirty (30) day period.
12. Licensor may, at its option, forthwith terminate the license and the rights granted in this Agreement to Licensee to use the Lohia Group Trademarks, upon the Licensee undergoing a substantial change of ownership (whether resulting from merger, acquisition, consolidation or otherwise).
13. After the termination of the license and rights granted under this Agreement, Licensee agrees to cease and discontinue completely further use of the Lohia Group Trademarks. Licensee shall have a period of three (3) months from the date of such expiration to use up its supplies of marketing materials and products on which the Lohia Group Trademarks has been applied prior to the date of expiration, provided that such use of the Lohia Group Trademarks shall otherwise be in accordance with the provisions of this Agreement.
14. The Licensee acknowledges that its breach of this Agreement will result in irreparable damage to the Licensor and that money damages alone would be inadequate to compensate Licensor. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by the Licensee, Licensor may, in addition to all other remedies, immediately



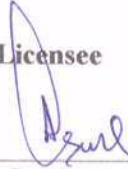
obtain and enforce injunctive relief prohibiting the breach or compelling specific performance.

15. In the event of any dispute, difference, controversy or claim which may arise at any time hereafter between the Parties as regards this Agreement or about its meaning and/or interpretation or breach thereof or touching the subject matter of the Agreement the same shall unless amicably resolved be referred for arbitration to Indian Council of Arbitration at Merchants' Chamber of Commerce, Uttar Pradesh at Kanpur in accordance with and subject to the provisions of The Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Arbitration proceedings shall be conducted in English language and shall be subject to territorial jurisdiction of Kanpur Courts. The decision of the Arbitrator shall be final and binding on the Parties.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands on this Agreement by their proper and duly authorised officers on the day, month and year first hereinabove written.

for **Licenser**

Amit Kumar Lohia
Director


for **Licensee**

KG Gupta
Chief Financial Officer


Annexure I

S. No	TRADEMARK	LOGO	REGISTRATION/ APPLICATION NO.	VALIDITY	CLASSES	REMARKS
1	LOHIA GROUP (Word)	LOHIA GROUP	626751	29-04-2034	23	Registered Certificate No. 496449 Dated: 24/12/2005
2	LOHIA GROUP (Word)	LOHIA GROUP	1794046	09-03-2029	22	Registered Certificate No. 1013673 Dated: 10/06/2011
3	LOHIA GROUP (Word)	LOHIA GROUP	626916	29-04-2034	7	Registered Certificate No. 2078377 Dated: 18/01/2019
4	LOHIA GROUP (Word)	LOHIA GROUP	626749	29-04-2034	18	Registered Certificate No. 2089733 Dated: 31/01/2019 Renewal in Journal No. 2130
5	LOHIA GROUP (LOGO)		507565	27-03-2030	7	Registered Certificate No. 238414 Dated: 28/02/2001
6	LOHIA GROUP (LOGO)		626914	29-04-2034	18	Registered Certificate No. 860770 Dated: 30/03/2010
7	LOHIA GROUP (LOGO)		626913	29-04-2034	23	Registered Certificate No. 867886 Dated: 31/03/2010
8	LOHIA GROUP (LOGO with Slogan)		627230	04-05-2034	23	Registered Certificate No. 867904 Dated: 31/03/2010
9	LOHIA GROUP (LOGO)		1700924	19-06-2028	99 (Multiclass- 6,9,12, 13,16,3 7)	Registered Certificate No. 916315 Dated: 28/01/2011
10	LOHIA GROUP (LOGO)		627233	04-05-2034	18	Registered Certificate No. 2134280 Dated: 27/03/2019 Notified in Journal No. 1896

for Licensor

Amit Kumar Lohia
Director



for Licensee

KG Gupta
Chief Financial Officer

