

# Patent Assignment Deed (India)

Formal deed for transferring all ownership rights in a patent under Indian law

## HOW TO USE THIS TEMPLATE

1. This deed transfers all ownership rights in a patent from the Assignor to the Assignee.
2. File Form 10 at the Indian Patent Office to record the assignment — this is mandatory for legal effect against third parties.
3. Execute on appropriate non-judicial stamp paper — value varies by state and transaction amount.
4. Both parties and two witnesses must sign.
5. Stamp duty on patent assignments varies by state — confirm with a local advocate.

## PARTIES

<b>Assignor — Full Legal Name</b>	[Full name of company / individual transferring the patent]
<b>Assignor — CIN / PAN</b>	[CIN if company / PAN if individual]
<b>Assignor — Address</b>	[Registered address with PIN code]
<b>Assignor — Representative (if company)</b>	[Name and designation of authorised signatory]
<b>Assignee — Full Legal Name</b>	[Full name of company / individual receiving the patent]
<b>Assignee — CIN / PAN</b>	[CIN if company / PAN if individual]
<b>Assignee — Address</b>	[Registered address with PIN code]
<b>Assignee — Representative (if company)</b>	[Name and designation of authorised signatory]
<b>Effective Date of Assignment</b>	[DD Month YYYY]

## PATENT DETAILS

Paragraph( 'caseSensitive': 1 'encoding': 'utf8' 'text': 'Field' 'frags': [ParaFrag(__tag__='b', bold=1, fontName='Helvetica-Bold', fontSize=8, greek=0, italic=0, link=[], rise=0, text='Field', textColor=Color(.266667,.266667,.266667,1), us_lines=[]) 'style': 'bulletText': None 'debug': 0 ) #Paragraph	Paragraph( 'caseSensitive': 1 'encoding': 'utf8' 'text': 'Patent 1' 'frags': [ParaFrag(__tag__='b', bold=1, fontName='Helvetica-Bold', fontSize=8, greek=0, italic=0, link=[], rise=0, text='Patent 1', textColor=Color(.266667,.266667,.266667,1), us_lines=[]) 'style': 'bulletText': None 'debug': 0 ) #Paragraph	Paragraph( 'caseSensitive': 1 'encoding': 'utf8' 'text': 'Patent 2' 'frags': [ParaFrag(__tag__='b', bold=1, fontName='Helvetica-Bold', fontSize=8, greek=0, italic=0, link=[], rise=0, text='Patent 2', textColor=Color(.266667,.266667,.266667,1), us_lines=[]) 'style': 'bulletText': None 'debug': 0 ) #Paragraph
Patent Title	[Title of invention]	[Title or N/A]
Application / Patent Number	[IN XXXXXXX]	[IN XXXXXXX or N/A]

Filing Date	[DD/MM/YYYY]	[DD/MM/YYYY]
Grant Date (if granted)	[DD/MM/YYYY or Pending]	[DD/MM/YYYY or N/A]
Inventors	[Names of all inventors]	[Names or N/A]
Status	[Granted / Pending / Provisional]	[Status or N/A]
Jurisdiction	[India / India + [countries]]	[Jurisdiction or N/A]

## CONSIDERATION

Consideration for Assignment	[Rs. X payable on execution / X equity shares of the Company / Nil — assignment for nominal consideration of Rs. 1 / As part of employment / Other — specify]
Payment Method	[NEFT/RTGS / Cheque / Already paid / N/A]
Acknowledgement of Receipt	[Assignor acknowledges receipt of the full consideration before execution of this deed]

## TERMS OF ASSIGNMENT

**1. Assignment.** In consideration of the payment described above, the Assignor hereby absolutely, irrevocably, and unconditionally assigns, transfers, and conveys to the Assignee all of the Assignor's right, title, and interest in and to the Patent(s) described above, including: (a) all rights in and to the granted patent(s) and/or pending applications; (b) all priority rights arising from the patent application(s); (c) all rights to apply for patents in any other jurisdiction based on the Indian application(s); (d) all rights to sue for past, present, and future infringement; (e) all renewal rights; and (f) all rights to modifications, continuations, divisional applications, and reissues.

**2. Warranties.** The Assignor warrants that: (a) it is the sole and lawful owner of all rights in the Patent(s) being assigned; (b) the Patent(s) are free and clear of all liens, charges, encumbrances, and third-party claims; (c) it has not previously assigned or licensed the Patent(s) in any manner inconsistent with this assignment; and (d) all inventors of the Patent(s) have executed inventor assignment agreements in favour of the Assignor.

**3. Further Assurance.** The Assignor shall, at the Assignee's reasonable request and expense, execute all documents and take all steps required to record this assignment at the Indian Patent Office (using Form 10), to record the assignment in any foreign patent office, and to perfect the Assignee's title to the Patent(s).

**4. Patent Office Recording.** The Assignee shall file Form 10 (application for registration of document) at the Indian Patent Office within [30] days of execution of this deed, attaching a certified copy of this deed. The Assignee shall provide a copy of the recording receipt to the Assignor.

**5. Governing Law and Stamp Duty.** This deed is governed by the Patents Act 1970 and the Indian Contract Act 1872. It shall be executed on non-judicial stamp paper of appropriate denomination per applicable state Stamp Act. Stamp duty shall be borne by the Assignee.

## EXECUTION

ASSIGNOR	ASSIGNEE
[Assignor Full Name]	[Assignee Full Name]

Signature / Seal: _____	Signature / Seal: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Date: _____	Date: _____
Place: _____	Place: _____

Witness 1	Witness 2
Signature: _____	Signature: _____
Name: _____	Name: _____
Address: _____	Address: _____
Date: _____	Date: _____

**IMPORTANT NOTE**

MANDATORY: File Form 10 at the Indian Patent Office to record this assignment. An unrecorded assignment is not effective against third parties under Section 68 of the Patents Act 1970. Stamp duty must be paid as per the applicable state Stamp Act. Template only — not legal advice. Have reviewed by an IP advocate.

## POST-ASSIGNMENT OBLIGATIONS AND PATENT MAINTENANCE

**6.1 Recording the Assignment at the Indian Patent Office.** Under Section 68 of the Patents Act 1970, an assignment of a patent is not effective against any person dealing with the patent in good faith unless and until the assignment is registered at the Patent Office. To record the assignment: (a) file Form 10 (Application for Registration of a document purporting to affect proprietorship of a patent) at the Patent Office within six months of execution of the assignment deed (extendable under Rule 85); (b) attach a certified true copy of this assignment deed; (c) pay the prescribed fee (Rs. 200 for startup / Rs. 1,000 for others per patent); and (d) if the patent covers a secrecy order, comply with any additional notification requirements. The Patent Office will issue a certificate of registration of the assignment on acceptance.

**6.2 Foreign Jurisdiction Recording.** If the patent assigned covers priority rights that may be used for foreign filings, or if the patent has already been filed in foreign jurisdictions, the assignment must also be recorded at the relevant foreign patent offices. For PCT applications, the assignment should be recorded at the International Bureau of WIPO. For national phase patents, each national patent office must be notified of the assignment using its prescribed forms and fees. Failure to record in foreign jurisdictions may affect the Assignee's ability to enforce the patent abroad.

**6.3 Renewal Fee Obligations After Assignment.** After assignment, the Assignee becomes responsible for paying all annual renewal fees to keep the patent in force. The Assignee must: (a) update the Patent Office's renewal fee payment details to reflect the new owner; (b) set up a renewal fee diarising system for the patent; and (c) confirm with the Assignor the dates and amounts of any renewal fees paid before the assignment date so there is no gap. If renewal fees are overdue at the time of assignment, they must be paid (with any late payment surcharge) within six months under Rule 80 of the Patent Rules 2003.

**6.4 Inventor Rights After Assignment.** Under Indian patent law, inventors retain the right to be named as inventors on the patent even after the patent is assigned to a company. The assignment of the patent transfers ownership and commercial rights only — it does not remove the inventors' right to be identified as the inventors on the patent document. The Assignee must ensure that the patent continues to correctly identify the original inventors and must not alter the inventorship records without following the prescribed procedure under Section 20 of the Patents Act 1970.

## VALUATION AND DUE DILIGENCE FOR PATENT ASSIGNMENTS

**7.1 Valuing the Patent Before Assignment.** Before executing a patent assignment, both parties should agree on the methodology for valuing the patent. Common approaches: Cost approach (suitable for early-stage patents with limited commercial history); Income approach (suitable for commercialised patents with identifiable revenue); Market approach (if comparable patent transactions are available). The agreed value affects stamp duty calculations and the consideration stated in the deed. For assignments within related parties (e.g. founder to company, or group company to group company), transfer pricing rules may require an arm's length valuation.

**7.2 Tax on Patent Assignment in India.** The tax treatment of patent assignment proceeds depends on the holding period: (a) If the patent has been held for more than 36 months, the proceeds are treated as Long-Term Capital Gains (LTCG) taxable at 20% with indexation benefit or 10% without indexation; (b) If held for 36 months or less, Short-Term Capital Gains (STCG) taxable at the applicable income tax slab rate. For companies, gains on patent assignments are taxed as business income or capital gains depending on whether the patent was held as stock-in-trade or as a capital asset. Obtain advice from a tax consultant before agreeing on the consideration amount.

**7.3 Patent Assignment as Part of Startup M&A.;** In startup acquisitions, the target company's patents are often key deal drivers. Patent assignments in M&A; contexts: typically flow as part of the broader asset/share purchase agreement rather than as standalone deeds; may require inventor consent or notification under Section 7 of the Patents Act 1970 (particularly for service inventions); require diligence to confirm that all inventors have previously assigned their rights to the company; and should be recorded at the Patent Office as part of the post-closing integration process. Work with both IP counsel and corporate M&A; counsel on patent assignments in acquisition transactions.