

Pre-Incorporation IP Assignment (India)

Assigns IP created before company incorporation — takes effect upon incorporation and Board ratification

HOW TO USE THIS TEMPLATE

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| 1. | Use when transferring IP created BEFORE the company was incorporated. |
| 2. | The assignee is the proposed company — takes effect upon incorporation. |
| 3. | This assignment MUST be ratified at the first Board meeting after incorporation. |
| 4. | Attach Schedule A with a complete, specific list of all IP being transferred. |
| 5. | For each patent or trademark, include the registration or application number. |

PARTIES

| | |
|------------------------------------|---|
| Assignor — Full Legal Name | [Individual full name as per PAN] |
| Assignor — PAN | [PAN Number] |
| Assignor — Aadhaar (last 4 digits) | [XXXX] |
| Assignor — Address | [Full address with PIN code] |
| Proposed Company Name | [Name to be incorporated — include 'Private Limited'] |
| Proposed Structure | [Private Limited Company / LLP / Partnership] |
| Expected Incorporation Date | [DD Month YYYY or 'Pending filing'] |
| Assignor's Intended Role | [Co-Founder / Founder / Technical Founder] |
| Consideration | [No. of equity shares / % shareholding / Rs. X nominal consideration] |
| Date of this Agreement | [DD Month YYYY] |

RECITALS

1. The Assignor has created, developed, and conceived certain intellectual property prior to the incorporation of the Proposed Company that is relevant to and intended for use in its business.
2. The Assignor and other founders intend to incorporate the Proposed Company to pursue a business built upon the IP described in Schedule A.
3. All founders intend that all IP relevant to the Proposed Company's business shall be owned by it from the date of incorporation.
4. The Assignor is willing to assign such IP in consideration of the equity interest described above.
5. This Agreement shall be legally binding and the assignment shall take effect upon incorporation and ratification by the Board.

The Parties agree as follows:

1. DEFINITIONS

"**Assigned IP**" means all the intellectual property rights described in Schedule A to this Agreement.

"**Intellectual Property Rights**" means all patents, utility models, trademarks, copyrights, design rights, trade secrets, know-how, database rights, and all other intellectual property rights whether registered or unregistered, in any jurisdiction.

"**Incorporation**" means the registration of the Proposed Company under the Companies Act 2013 or registration of an LLP or Partnership as applicable.

"**Board**" means the Board of Directors of the Proposed Company after Incorporation.

"**Ratification Date**" means the date of the first Board meeting at which this assignment is formally ratified.

2. ASSIGNMENT OF INTELLECTUAL PROPERTY

2.1 Assignment. Subject to Clause 2.2, the Assignor hereby assigns, transfers, and conveys to the Proposed Company (upon and subject to Incorporation), with full title guarantee and free and clear from all encumbrances, all right, title, and interest in and to the Assigned IP, including:

- all existing and pending registrations and applications for the Assigned IP in India and all other jurisdictions;
- all renewals and extensions of any registrations;
- all causes of action for past, present, and future infringement;
- all goodwill associated with any trademark or brand included in the Assigned IP; and
- all accompanying documentation, source files, working files, technical specifications, and know-how necessary for full use and maintenance.

2.2 Effective Date. The assignment takes effect upon Incorporation and shall be deemed effective as of that date. The Assignor shall execute all further instruments required to formally perfect the assignment upon and after Incorporation.

2.3 Ratification. The Parties shall procure that at the first Board meeting after Incorporation, a resolution is passed ratifying and confirming this assignment and authorising the Company to record the assignment at all relevant IP offices. A copy of such resolution shall be kept with this Agreement.

2.4 If Incorporation Does Not Occur. If Incorporation does not occur within twelve (12) months of this Agreement's date, this assignment shall be void and all rights shall revert to the Assignor unless the Parties agree in writing to extend this period.

3. CONSIDERATION

3.1 In consideration for the assignment, the Proposed Company shall (upon Incorporation) allot to the Assignor the equity interest described in the Parties section. The Assignor acknowledges this is fair and adequate consideration.

4. ASSIGNOR'S WARRANTIES

4.1 The Assignor warrants that: (a) they are the sole and exclusive owner of all Assigned IP with full legal authority to assign it; (b) the Assigned IP is free from all encumbrances, licences, and third-party claims; (c) no co-inventor or co-author has any unsatisfied claim; (d) the Assigned IP was not created using resources of any previous employer or institution in a manner giving such entity ownership or licence rights; (e) creation of the Assigned IP did not misappropriate any third-party trade secrets; (f) the Assigned IP does not infringe any third-party rights; and (g) the Assignor has not entered into any conflicting agreement.

5. FURTHER ASSURANCE

5.1 The Assignor shall, at reasonable request and expense of the Proposed Company after Incorporation: (a) execute all formal assignment deeds, trademark assignment forms (Form TM-P), patent assignment forms (Form 10), copyright assignments, and other documents required to record the assignment at any IP office; (b) provide all information and assistance needed; (c) cooperate in any IP prosecution or enforcement; and (d) execute corrective documents if needed.

6. MORAL RIGHTS WAIVER

6.1 To the maximum extent permitted by law, the Assignor irrevocably waives all moral rights in the Assigned IP, including the right of attribution and the right to object to modifications, in favour of the Proposed Company and its successors and licensees.

7. CONFIDENTIALITY

7.1 The Assignor shall treat all technical, commercial, and strategic information relating to the Assigned IP and the Proposed Company's business as strictly confidential, and shall not disclose it to any third party without the written consent of the Board or other founding members.

8. GOVERNING LAW AND GENERAL PROVISIONS

8.1 Governing Law. Governed by the Patents Act 1970, Copyright Act 1957, Trade Marks Act 1999, and Indian Contract Act 1872.

8.2 Jurisdiction. The courts of [City] shall have exclusive jurisdiction over any dispute.

8.3 Entire Agreement. Constitutes the complete agreement on its subject matter.

8.4 Amendment. Amendments require written consent of both Parties.

8.5 Stamp Duty. Execute on non-judicial stamp paper of appropriate denomination.

8.6 Counterparts. May be executed in counterparts. Electronic and PDF signatures are valid.

SCHEDULE A — IP ASSETS BEING ASSIGNED

Describe every item of intellectual property being assigned in sufficient detail. All items listed here will be assigned to the Proposed Company upon Incorporation. If no pre-existing IP, write 'NIL'.

| No. | Description of IP Asset | Type | Jurisdiction | Reg./App. No. | Date Created | Status |
|-----|-------------------------|--|-----------------|---------------|---------------|----------------------------------|
| 1. | [Description] | [Patent/TM/Copyright/ Design/Know-how/ Software] | [India/Global] | [No. or N/A] | [DD/MM/YY YY] | [Granted/ Pending/ Unregistered] |
| 2. | [Description] | [Patent/TM/Copyright/ Design/Know-how/ Software] | [India/Global] | [No. or N/A] | [DD/MM/YY YY] | [Granted/ Pending/ Unregistered] |
| 3. | [Description] | [Patent/TM/Copyright/ Design/Know-how/ Software] | [India/Global] | [No. or N/A] | [DD/MM/YY YY] | [Granted/ Pending/ Unregistered] |
| 4. | [Description] | [Patent/TM/Copyright/ Design/Know-how/ Software] | [India/Global] | [No. or N/A] | [DD/MM/YY YY] | [Granted/ Pending/ Unregistered] |
| 5. | [Description] | [Patent/TM/Copyright/ Design/Know-how/ Software] | [India/Global] | [No. or N/A] | [DD/MM/YY YY] | [Granted/ Pending/ Unregistered] |

EXECUTION

| ASSIGNOR | WITNESS |
|----------------------------|---------------------|
| [Assignor Full Legal Name] | [Witness Full Name] |
| Signature: _____ | Signature: _____ |
| PAN: _____ | PAN: _____ |
| Date: _____ | Date: _____ |
| Place: _____ | Address: _____ |

IMPORTANT NOTE

This assignment takes effect ONLY upon Incorporation and MUST be ratified at the first Board meeting. Template only — not legal advice.

POST-INCORPORATION IP MANAGEMENT

9.1 First Board Meeting. The Parties shall procure that at the first Board meeting after Incorporation, the Board passes a resolution: (a) ratifying and confirming the assignment of all Assigned IP in Schedule A; (b) authorising the Company to record the assignment at all relevant IP offices in India and applicable foreign jurisdictions; (c) authorising execution of all formal assignment deeds required by the Trade Marks Act 1999 (Form TM-P), Patents Act 1970 (Form 10), and any other applicable legislation; and (d) recording this Agreement in the Company's statutory books. A certified copy of such Board resolution shall be kept with this Agreement and made available to any investor, acquirer, or auditor on request.

9.2 Ongoing Cooperation. After Incorporation, the Assignor shall cooperate fully with the Company's IP management programme, including: (a) attending meetings with IP attorneys to review and prosecute patent and trademark applications; (b) signing all declarations, inventor statements, and other documents required by the Patent Office or Trademark Registry; (c) maintaining and making available all original documentation, laboratory notebooks, design files, and records of creation and development; and (d) cooperating in any IP enforcement action or litigation the Company pursues in connection with the Assigned IP.

9.3 IP Records and Documentation Delivery. The Assignor shall deliver to the Company, within seven (7) days of Incorporation, all original records, notebooks, files, and documentation relating to the Assigned IP, including: source code repositories and access credentials; design files in editable native formats; patent prosecution files and correspondence; trademark application files and certificates; laboratory notebooks and experimental records; and all correspondence with any IP attorney or agent. All such materials become the exclusive property of the Company upon delivery.

9.4 No Encumbrances After Agreement Date. From the date of this Agreement until Incorporation, the Assignor shall not: (a) grant any licence, sub-licence, or other right in the Assigned IP to any third party; (b) assign, transfer, or otherwise dispose of any interest in the Assigned IP; (c) create or allow to exist any charge, mortgage, lien, or other encumbrance over the Assigned IP; (d) allow any existing licence to be renewed or extended; or (e) take any action that could materially affect the value, scope, or enforceability of any Assigned IP. Any breach entitles the Company to claim damages and seek injunctive relief.

9.5 IP Valuation and Financial Reporting. The Assignor acknowledges that the Assigned IP may be recorded as an intangible asset on the Company's balance sheet in accordance with applicable accounting standards including Ind AS 38. The Assignor agrees to cooperate with auditors and valuation experts in determining the appropriate carrying value of the Assigned IP for financial reporting purposes, and shall provide all information reasonably requested for this purpose. The consideration for this assignment — the equity interest described in the Parties section — was agreed at arm's length and in good faith, reflecting the stage of development of the Assigned IP at the time of execution.