

Trademark Assignment Deed (India)

Transfers ownership of a registered trademark with goodwill under Indian trademark law

HOW TO USE THIS TEMPLATE

1. This deed transfers all ownership rights in a registered trademark.
2. File Form TM-P at the Trademark Registry to record the assignment — mandatory for legal effect.
3. Assignment of a trademark WITH goodwill is standard — assignment WITHOUT goodwill is rarely valid.
4. Execute on appropriate non-judicial stamp paper per applicable state Stamp Act.
5. Ensure the goods/services covered by the assignment are precisely specified.

PARTIES

Assignor — Full Legal Name	[Full legal name of trademark owner — company CIN / individual PAN]
Assignor — Address	[Registered address]
Assignee — Full Legal Name	[Full legal name of recipient]
Assignee — Address	[Registered address]
Effective Date	[DD Month YYYY]

TRADEMARK DETAILS

Trademark	[Exact mark as registered — wordmark text or description of device]
TM Registration Number	[Registration No. XXXXXXXXX]
Class(es)	[Class numbers — e.g. Classes 9, 35, 42]
Goods / Services Covered	[As specified in the registration]
Date of Registration	[DD Month YYYY]
Territory	[India — or specify if partial assignment]

TERMS OF ASSIGNMENT

- 1. Assignment WITH Goodwill.** The Assignor hereby assigns, transfers, and conveys to the Assignee all rights, title, and interest in the above registered trademark TOGETHER WITH the goodwill of the business in which the trademark has been used. This assignment is made under Section 37 of the Trade Marks Act 1999.
- 2. Consideration.** In consideration of Rs. [X] / [other consideration], receipt of which the Assignor acknowledges, the Assignor makes this assignment.
- 3. Warranties.** The Assignor warrants: (a) it is the sole owner of the trademark; (b) the mark is valid and in force; (c) no conflicting licence has been granted; and (d) it has full authority to make this assignment.
- 4. Further Assurance.** The Assignor shall execute Form TM-P within [30] days and take all steps required to record the assignment at the Trade Marks Registry.

5. Governing Law. This deed is governed by the Trade Marks Act 1999. Execute on non-judicial stamp paper. Jurisdiction: [City].

6. Continued Use Obligation. The Assignee undertakes to use the assigned trademark in the course of trade in connection with the goods/services covered by the registration. The Assignee acknowledges that non-use of a registered trademark for five continuous years renders it vulnerable to cancellation under Section 47 of the Trade Marks Act 1999. The Assignee shall maintain and renew the trademark registration and shall notify the Assignor of any challenge to the validity of the trademark after assignment.

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EXECUTION

ASSIGNOR	ASSIGNEE
[Name]	[Name]
Signature / Seal: _____	Signature / Seal: _____
Date: _____	Date: _____

IMPORTANT NOTE

File Form TM-P within 6 months of execution. Template only — not legal advice.

POST-ASSIGNMENT: RECORDING AT THE REGISTRY AND ONGOING OBLIGATIONS

6.1 Filing Form TM-P at the Trade Marks Registry. Recording a trademark assignment in India is done by filing Form TM-P (Transmission and Assignment of Trade Marks) at the Trade Marks Registry under Rule 75 of the Trade Marks Rules 2017. The filing fee is Rs. 2,250 (startup rate) or Rs. 4,500 (standard rate) per trademark. The application must be accompanied by: a certified true copy of this assignment deed; details of the trademark and registration number; the consideration paid; and any supporting documents. The Registrar will update the Register upon acceptance and issue a certificate acknowledging the change of ownership.

6.2 Publication of Assignment. After recording, the Registrar publishes the assignment in the Trade Marks Journal. Any person who objects to the assignment has an opportunity to raise the objection. Assignments that are not recorded at the Registry are not effective against third parties who deal with the trademark in good faith without knowledge of the assignment. Record the assignment promptly — delays create legal uncertainty.

6.3 Domain and Social Media Transfer. The assignment of the trademark should be accompanied by corresponding transfers of: the registered domain names incorporating the trademark; social media accounts and handles associated with the trademark; and any email addresses, toll-free numbers, or other brand identifiers. These transfers are contractual and should be documented separately.

6.4 Quality Control After Assignment. If any trademark licences were in place before assignment, the Assignee must: review and confirm all existing licence agreements; execute new registered user agreements (Form TM-U) to ensure licences are properly recorded in the Assignee's name; and implement quality control procedures for all licensees. An uncontrolled licence can invalidate a trademark under Indian law.

6.5 Goodwill Valuation Implications. Assignment of a trademark WITH goodwill (as in this deed) has financial reporting implications. Goodwill transferred may be recognised as an intangible asset on the Assignee's balance sheet under Ind AS 103 (Business Combinations) or Ind AS 38 (Intangible Assets) depending on how the transaction is structured. The Assignee's auditors and accountants should be briefed on this assignment for appropriate accounting treatment.

STAMP DUTY AND TAX TREATMENT OF TRADEMARK ASSIGNMENTS

7.1 Stamp Duty on Trademark Assignments. Trademark assignment deeds are subject to stamp duty under applicable state Stamp Acts. The stamp duty rate and basis (ad valorem on consideration or fixed) varies by state. In Maharashtra, trademark assignments are typically dutiable under Article 34 of the Bombay Stamp Act 1958 on the consideration amount. In Delhi, applicable under the Indian Stamp Act 1899. Execute this deed on non-judicial stamp paper of the appropriate denomination as advised by your stamp duty consultant. Unstamped or insufficiently stamped documents may be inadmissible in evidence in court proceedings.

7.2 Capital Gains Tax. For the Assignor, proceeds from assignment of a trademark (treated as a capital asset under Income Tax Act 1961) are subject to capital gains tax. The holding period determines whether gains are long-term (LTCG — taxed at 20% with indexation) or short-term (STCG — taxed at applicable slab rate). Note: if the trademark was created in-house and used in the business, it may be treated as a business asset and gains taxed as business income rather than capital gains. Obtain specific tax advice before agreeing on the consideration amount.

7.3 GST on Trademark Assignment. The assignment of a trademark (being transfer of a right to use intellectual property) is a taxable supply under the CGST Act 2017. The Assignor must charge GST at 18% on the consideration for the trademark assignment (unless the assignment is part of a business transfer as a going concern, which may be treated as a non-supply). The Assignee can typically claim input tax credit on GST paid. Ensure the deed reflects whether the consideration is exclusive or inclusive of GST.

ASSIGNMENT IN SPECIFIC BUSINESS CONTEXTS

8.1 Trademark Assignment in Startup Acquisition. When a startup is acquired, trademark assignment is one of the most important IP transfers. Key steps: (a) conduct a trademark audit before signing to identify all marks owned by the target company and its subsidiaries; (b) include trademark assignments in the acquisition agreement — both for the company's own marks and any licensed marks where consent to assignment is required; (c) within 30 days after closing, file Form TM-P for all Indian trademark assignments; and (d) update domain registrations, social media handles, and all other brand identifiers to reflect the acquirer's ownership. In share acquisitions the trademark technically stays with the target company — but verify there are no individual registrations or licences that need to be formally transferred.

8.2 Trademark Assignment When Rebranding. When a company rebrands and assigns its old mark to a third party: (a) negotiate the territory and field of use carefully to avoid post-assignment confusion; (b) include transition provisions allowing the assignor to use the old mark for a defined wind-down period (typically 3–6 months); (c) provide for coordination on any pending opposition or infringement proceedings relating to the old mark; and (d) consider including a quality obligation on the assignee to protect the reputation associated with the old mark during the transition period. A poorly managed rebrand assignment can create consumer confusion and potential goodwill damage.

8.3 Founder to Company Assignment at Incorporation. If a trademark was registered by a founder in their personal name before incorporation, the assignment from the founder to the company is essential to clean up the IP structure. This assignment: (a) should be executed at or shortly after incorporation for nominal consideration; (b) must be recorded at the Trade Marks Registry using Form TM-P; (c) should include all pending applications as well as granted registrations; and (d) should address any goodwill associated with the mark that was built up before incorporation. Many investors specifically check this assignment during due diligence — a trademark still registered in a founder's name is a common red flag.