**DEED OF GIFT BY FATHER IN FAVOUR OF TWO SONS CARRYING ON SEPARATE PARTNERSHIP BUSINESS, OF THE GOODWILL, TRADE MARKS AND PATENT-RIGHTS IN RESPECT OF FATHER’S BUSINESS**

THIS DEED OF GIFT made the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_

 BETWEEN

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert the name of Donor, address, etc.) (hereinafter called the doner) of the ONE PART

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert the name of Donee, address, etc.) (hereinafter called the Donee) sons of the donor of the OTHER PART.

WHEREAS:

1. The donor has for many years past carried on the trade or business of \_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_ (hereinafter called the said business) and in connection therewith is the registered proprietor of the trademarks short particulars of which are set out in the first schedule hereto.
2. The donor is the registered proprietor of letters patent for the invention described in the second schedule hereto (hereinafter called the invention).
3. By articles of partnership bearing even date with and executed immediately before this deed and made between the donees respectively the donees agreed to carry on in co-partnership the trade or business of \_\_\_\_\_\_\_\_\_\_ (hereinafter called the partnership business) subject to the stipulations therein contained for a term of \_\_\_\_\_\_\_\_\_\_ years from the date thereof.
4. With a view to setting up the donees in the partnership business the donor is desirous of assigning the goodwill of his said business and the said trademarks to the donees and granting to them the licence hereinafter contained.

NOW THIS DEED WITNESSETH as follows:

1. In consideration of his natural love and affection for the donees, the donor hereby assigns unto the donees all that the goodwill of the said business and also all those the trademarks specified in the first schedule hereto and all the rights and privileges incidental thereto TO HOLD the same unto the donees absolutely as joint tenants as the property of the partnership business subject to the provisions and stipulations contained in the said articles of partnership.
2. For the consideration aforesaid the donor hereby grants unto the donees and the survivor of them personally and so that this licence shall not be assignable the exclusive licence to make use exercise and vend the invention in all parts of the Country during the residue of the term of the said patent and any renewal or extension of such term if the donees or such survivor shall so long continue to carry on the partnership business subject to the donees or the survivor of them at their or his own cost keeping up the said letters patent [and with power to the donees or the survivor of them at the like cost to taken in the name of the donor all necessary legal proceedings for effectually protecting or defending the same against infringement.

THE FIRST SCHEDULE ABOVE REFERRED TO:

[*Particulars of trade marks*]

THE SECOND SCHEDULE ABOVE REFERRED TO:

[*Particulars of the patented invention*]

IN WITNESS etc.

[*Signature of donor*]