

**Intellectual Property Assignment Agreement:** Transfers IP rights from one party to another.

## Intellectual Property Assignment Agreement

**Effective Date:** [Date]

**Between:**

**Assignor:** [Assignor's Full Name or Company Name], located at [Assignor's Address].

**Assignee:** [Assignee's Full Name or Company Name], located at [Assignee's Address].

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### 1. Definitions

- **1.1 "Intellectual Property":** All rights, titles, and interests in and to the following:
  - a. Patents and patent applications.
  - b. Trademarks, service marks, logos, and trade names.
  - c. Copyrights and copyrightable works.
  - d. Trade secrets and confidential information.
  - e. Domain names and internet properties.
  - f. Any other proprietary rights related to the above.
- **1.2 "Assigned IP":** The specific Intellectual Property being transferred, as described in **Exhibit A** attached hereto.

### 2. Assignment

- **2.1 Transfer of Rights:** The Assignor hereby sells, assigns, transfers, and conveys to the Assignee all rights, titles, and interests in and to the Assigned IP, including any and all associated rights to sue for past, present, and future infringement.
- **2.2 Consideration:** In consideration for the assignment of the Assigned IP, the Assignee agrees to pay the Assignor the sum of [Amount] USD (the "Purchase Price").

### 3. Representations and Warranties of the Assignor

The Assignor represents and warrants that:

- **3.1 Ownership:** The Assignor is the sole and exclusive owner of the Assigned IP and has full authority to transfer such rights.
- **3.2 No Encumbrances:** The Assigned IP is free and clear of any liens, encumbrances, security interests, or claims by third parties.
- **3.3 No Infringement:** To the best of the Assignor's knowledge, the Assigned IP does not infringe upon any intellectual property rights of any third party.
- **3.4 Right to Sue:** The Assignor has not previously assigned or transferred any rights in the Assigned IP that would conflict with this Agreement.

#### **4. Representations and Warranties of the Assignee**

The Assignee represents and warrants that:

- **4.1 Authority:** The Assignee has full power and authority to enter into this Agreement and to perform its obligations hereunder.
- **4.2 Compliance:** The execution and delivery of this Agreement do not violate any other agreement or legal obligation of the Assignee.

#### **5. Further Assurances**

The Assignor agrees to execute all documents and perform any actions reasonably necessary to effectuate the transfer of the Assigned IP to the Assignee, including:

- **5.1** Executing additional assignments, confirmations, or other instruments.
- **5.2** Assisting in the prosecution or maintenance of any patents, trademarks, or other IP rights included in the Assigned IP.

#### **6. Confidentiality**

- **6.1** Both parties agree to keep the terms of this Agreement and any confidential information related to the Assigned IP confidential, except as required by law or necessary to effectuate the transfer.

#### **7. Indemnification**

- **7.1 Assignor's Indemnification:** The Assignor agrees to indemnify and hold harmless the Assignee from any claims, damages, or expenses arising from any breach of the Assignor's representations and warranties.
- **7.2 Assignee's Indemnification:** The Assignee agrees to indemnify and hold harmless the Assignor from any claims, damages, or expenses arising from the Assignee's use of the Assigned IP after the Effective Date.

#### **8. Governing Law and Dispute Resolution**

- **8.1 Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict of law principles.
- **8.2 Dispute Resolution:** Any disputes arising under this Agreement shall be resolved through [mediation/arbitration/litigation] in [Jurisdiction].

#### **9. Notices**

- **9.1** All notices required or permitted under this Agreement shall be in writing and delivered to the parties at their respective addresses provided above.

#### **10. Entire Agreement**

- **10.1** This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings related to the Assigned IP.

**11. Amendments**

- **11.1** Any amendments to this Agreement must be made in writing and signed by both parties.

**12. Severability**

- **12.1** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**13. Counterparts**

- **13.1** This Agreement may be executed in counterparts, each of which shall be deemed an original.

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**IN WITNESS WHEREOF**, the parties have executed this Intellectual Property Assignment Agreement as of the Effective Date.

**Assignor**

Signature: \_\_\_\_\_

Name: [Assignor's Name]

Title: [Title, if applicable]

Date: \_\_\_\_\_

**Assignee**

Signature: \_\_\_\_\_

Name: [Assignee's Name]

Title: [Title, if applicable]

Date: \_\_\_\_\_

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**Exhibit A: Description of Assigned Intellectual Property**

*(Attach a detailed description of the intellectual property being transferred, including any registration numbers, descriptions, and relevant documentation.)*

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