

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "**Agreement**") is entered into as of the _____ day of _____, 20____ (the "**Effective Date**")

By and Between:

Assignor: _____ (the "**Assignor**"), located at _____

And

Assignee: _____ (the "**Assignee**"), located at _____

The Assignor and the Assignee are each referred to herein as a "**Party**" and collectively as the "**Parties**".

The Parties agree to the following:

- I. THE ASSIGNMENT.** The Parties agree that under this Agreement, the Assignor shall irrevocably assign, convey, grant and transfer all their rights, title and interest in the following to the Assignee for:

_____ hereinafter known as the ("Assignment"). After the Effective Date, Assignor agrees to make no further use of the Assignment or any confusingly similar assignment in the States of _____ and anywhere in the world, except as may be expressly authorized by the Parties in writing. Assignor further agrees to not challenge Assignee's use or ownership of the Assignment.

II. CONSIDERATION.

Fixed Payment. Assignee shall pay Assignor the sum of \$_____, payable on _____, 20_____ in consideration for the Assignment.

No Payment. Assignor is assigning to Assignee with no expectation of monetary payment. If consideration is required for this transaction, Assignee's assumption of the risks and responsibilities of this assignment shall constitute consideration. ☐ In lieu of monetary payment, Assignee will provide _____ to Assignor as compensation.

Gift. The Assignor is granting this Assignment to Assignee as a gift.

- III. ASSUMPTION AND LIABILITIES.** Assignor hereby assigns and Assignee hereby agrees to assume, pay, perform, defend and discharge, all duties, obligations, liabilities and debts of every kind, character or description whatsoever with respect to, arising out of or in any way related to the assignment, including, but not limited to all liabilities under the agreements included therein, whether known or unknown, accrued, absolute, contingent or otherwise arising as of and after the date hereof.

- IV. PARTIES' REPRESENTATIONS.** The Parties hereto hereby represents and warrants that as of the date hereof: (a) it has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and all such actions have been duly and validly authorized by all necessary proceedings; and (b) this Agreement has been duly authorized, executed and delivered by it, and constitutes a legal, valid and binding agreement of it.

