

# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

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**Date:** [Date]

**Assignor:** [Assignor Name] ("Assignor")

**Address:** [Assignor Address]

**Email:** [Assignor Email]

**Assignee:** HLPFL Co LLC ("Assignee")

**Address:** [HLPFL Address]

**Email:** [HLPFL Email]

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## 1. ASSIGNMENT OF INTELLECTUAL PROPERTY

### 1.1 Assignment

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns, transfers, and conveys to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the following intellectual property (collectively, the "Assigned IP"):

- All sound recordings, master recordings, and musical compositions created by Assignor;
- All copyrights, trademark rights, and other intellectual property rights in the Assigned IP;
- All income, royalties, and other economic rights arising from the exploitation of the Assigned IP;
- All name, likeness, voice, signature, photograph, and other aspects of personal identity of Assignor;
- All derivatives, adaptations, and modifications of the Assigned IP;
- All related documentation, source code, and technical information;

### 1.2 Present and Future Rights

This assignment includes all present and future rights, title, and interest in the Assigned IP, whether now known or hereafter developed.

## 2. POWER OF ATTORNEY

Assignor hereby irrevocably constitutes and appoints Assignee, and its duly authorized agents and attorneys, as Assignor's true and lawful attorneys-in-fact with full power and authority to:

- Execute, acknowledge, and deliver any instruments necessary to perfect the assignment of the Assigned IP;
- File any applications, registrations, or other documents with the U.S. Copyright Office, U.S. Patent and Trademark Office, or any other governmental authority;
- Take any and all actions necessary to protect, enforce, and defend the Assigned IP;
- Execute any and all documents, make any and all declarations, and do any and all acts necessary to effectuate the purposes of this Agreement;

Assignee may exercise any of these powers in its own name or in the name of Assignor.

## 3. CONSIDERATION

In consideration for the assignment of the Assigned IP, Assignee shall pay to Assignor the sum of \$[Amount], payable as follows: [payment terms].

## 4. REPRESENTATIONS AND WARRANTIES

Assignor represents and warrants that:

- Assignor is the sole and exclusive owner of the Assigned IP;
- The Assigned IP is free and clear of all liens, encumbrances, and security interests;
- Assignor has the full right and authority to assign the Assigned IP to Assignee;
- The Assigned IP does not infringe upon the intellectual property rights of any third party;
- Assignor has not previously assigned, licensed, or otherwise transferred any rights in the Assigned IP to any other party;

## 5. INDEMNIFICATION

Assignor shall indemnify, defend, and hold harmless Assignee, its officers, directors, employees, and agents from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any breach of Assignor's representations and warranties in this Agreement.

## **6. FURTHER ASSURANCES**

Assignor agrees to execute any and all documents and take any and all actions reasonably requested by Assignee to effectuate the purposes of this Agreement and to perfect the assignment of the Assigned IP to Assignee.

## **7. GOVERNING LAW AND DISPUTE RESOLUTION**

### **7.1 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.

### **7.2 Dispute Resolution**

Any dispute arising under this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in Wyoming.

## **8. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and representations.

## **9. AMENDMENTS**

This Agreement may be amended only by a written instrument signed by both parties.

## **10. SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## 11. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

## 12. COUNTERPARTS

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

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

### ASSIGNOR:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### ASSIGNEE: HLPFL CO LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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## NOTARY ACKNOWLEDGMENT

State of Wyoming  
County of [County]

On this \_\_\_\_ day of \_\_\_\_\_, **20**, before me appeared [Assignor Name], known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the person upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

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Notary Public

My commission expires: \_\_\_\_\_