

## **Intellectual Property (IP) Assignment Agreement**

This Intellectual Property (IP) Assignment Agreement (the "Agreement") is made this [insert date] by and between Synthetix, a [insert state] corporation, with its principal place of business located at [insert address] (hereinafter referred to as "Company") and [insert contractor or worker name], an individual with a mailing address of [insert address] (hereinafter referred to as "Contractor").

**Purpose.** The purpose of this Agreement is to confirm the assignment of all right, title, and interest in and to any and all Intellectual Property (as defined below) created or developed by Contractor in connection with the services performed for Company.

**Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

- a. "Intellectual Property" means all patents, trademarks, trade names, copyrights, trade secrets, know-how, and other proprietary rights, whether registered or unregistered, and all applications and registrations related thereto.
- b. "Work Product" means all Intellectual Property created or developed by Contractor in connection with the services performed for Company.

**Assignment.** Contractor hereby assigns to Company, its successors and assigns, all right, title, and interest in and to the Work Product, including all rights to file, prosecute, and maintain applications for patents, trademarks, trade names, copyrights, and other proprietary rights with respect to the Work Product.

**Further Actions.** Contractor agrees to execute any and all instruments and to take any other action reasonably requested by Company to evidence or perfect the assignment of the Work Product to Company.

**Representations and Warranties.** Contractor represents and warrants that (a) the Work Product is original and does not infringe upon the Intellectual Property rights of any third party, (b) Contractor has the full right and authority to enter into this Agreement and to make the assignments set forth herein, and (c) this Agreement does not violate any agreement between Contractor and any third party.

**Indemnification.** Contractor agrees to indemnify and hold Synthetix harmless from any and all claims, damages, and expenses (including reasonable attorney's fees) arising from any breach of the representations and warranties set forth in this Agreement.

**Termination.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be terminated by either party upon written notice to the other party. Upon termination, all rights and obligations of

the parties hereunder shall immediately cease, except that any rights or obligations which by their nature are intended to survive termination shall survive.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of [insert state].

**Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between the parties, whether written or oral, relating to the subject matter of this Agreement.

**Amendment.** This Agreement may be amended or modified only by a written instrument executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Synthetix

By: [Insert signature of authorized company representative]

[Insert contractor name]

By: [Insert signature of contractor]