**TRADEMARK ASSIGNMENT**

This Trademark Assignment Agreement (“Assignment”), made effective as of the date set forth at the end of this document, is agreed to by the following parties:

{{ insert\_assignor }}

{{ insert\_assignee }}

**RECITALS**

WHEREAS, Assignor is the owner of the following trademarks (the “Marks”) registered with the United States Patent and Trademark Office (“UPSTO”) with the details as follows:

{{ insert\_table }}

**WHEREAS**, Assignee would like to acquire the rights, title and/or interest in and to said Marks

**NOW**, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledge), Assignee and Assignor hereby agree as follows:

**Article 1: Assignment**

Assignor hereby sells, assigns, transfers, and conveys to Assignee the whole and complete right, title, interest in and to the Marks that has been or may be granted in the territory of the United States, together with the goodwill of the business symbolized by the Marks. This Assignment includes any goodwill of any business relating to products or services on which the Marks has been used and for which it is registered. The Assignment also includes any and all royalties, income, or other such fees (which may include damages or fees for infringement) due or payable to Assignor related to the Marks.

Under the terms of this Agreement, Assignee is specifically authorized to bring any actions for infringement of the Marks, even if the infringement started or took place before the effective date of this Assignment.

Assignor agrees to completely cease use of the Marks or any trade name or brand name that is confusingly similar to the Marks, and Assignor agrees not to challenge Assignee’s right in the Marks going forward.

**Article 2: Payment**

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**Article 3: Cooperation**

Assignor agrees to cooperate with Assignee to the fullest extent possible in conveying the right, title and interest in and to the Marks, including, but not limited to, the prompt execution of all necessary documents, including oaths, declarations, specifications, and any other instruments required to effect the conveyance of the Marks, as well as any assistance in proceedings at the USPTO.

**Article 5: Successors**

The rights and obligations under this Assignment will inure to the benefit and be binding upon any of the Assignee’s successors and assignees as well as Assignor’s.

**Article 6: Counterparts**

This Assignments may be executes in counterparts, all of which will constitute a single agreement between the parties. If the dates set forth in the respective documents are different, this Assignment shall be considered effective on the day both parties have affixes their respective signature to the document (the “Effective Date”).

**Article 7: Representations and Warranties**

Assignor represents and warrants that Assignor holds good and marketable title to the Marks, that the Marks is in good standing, with all UPSTO fees paid for its registration until the Effective Date, and there are no letal actions and circumstances known to the Assignor attacking the validity of the Marks. Assignor further warrants and represents that the person signing this agreement has the legal authority to do so.

**Article 8: Jurisdiction and Governing Law**

This agreement shall be governed by the law of the United States and the law of the State of {{ insert\_state }}, and all parties agree that the exclusive legal venue for any disputes related to or stemming from this agreement are courts in {{ insert\_county }} {{ insert\_state }}.