THIS ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTERESTS (this “Assignment”) is dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ among \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ formed under the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Assignor”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ formed under the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Assignee”), recites and provides as follows:

RECITALS:

WHEREAS, the Assignor is the owner of an aggregate \_\_\_\_\_\_\_\_\_\_\_\_\_ percent (\_\_%) Membership Interest in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, LLC, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ limited liability company (the “Company”); and

WHEREAS, the Assignor proposes to assign, transfer and sell to Assignee \_\_\_\_\_\_\_\_\_\_\_\_\_ percent (\_\_%) Membership Interest in the Company, leaving Assignor without an interest in said Company, (the “Assigned Interest”) by the execution and delivery of this Assignment and Assumption Agreement. The Assignor now wishes to assign and transfer to the Assignee all of the Assignor’s right, title and interest in and to the Assigned Interest.

ASSIGNMENT AND ASSUMPTION AGREEMENT:

For and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. The Assignor hereby sells, conveys, assigns and transfers to the Assignee all of the Assignor’s rights, title and interests in and to the Assigned Interest subject to the terms and conditions of that certain Operating Agreement of the Company dated \_ \_\_\_\_\_ (the “Operating Agreement”).
2. Acceptance, Assumption and Indemnity by Assignee. The Assignee (a) accepts the assignment of all of the Assignor’s rights, titles and interests in and to the Assigned Interest, (b) agrees to be bound by all of the terms, covenants and conditions of the Operating Agreement, and (c) assume the obligations and liabilities of the Assignor under the Operating Agreement from and after the date hereof with respect to the Assigned Interests. From and after the date hereof, the Assignor shall not have any obligations or liabilities with respect to the Assigned Interest, including without limitation, the obligation to make capital contributions.
3. Representations of Assignee. Assignee has been advised that the Assigned Interest is not registered under the Securities Act of 1933 nor under the Securities Exchange Act of 1934 and represents, warrants and agrees as follows: (a) that Assignee is entering into an agreement and is acquiring the securities represented for Assignee's own account, solely for investment purposes, and not with a view to resale of said securities;

(b) that Assignee has such knowledge and experience in business and financial matters which enables Assignee to be capable of evaluating the risks and merits of this investment; (c) that Assignee is able to bear the economic risks of this investment;

(d) that any security that may be issued will not be resold or otherwise transferred or assigned without appropriate compliance with the registration provisions of the Securities Act of 1933 and applicable State blue sky laws or exemption therefrom; and (e) that Assignee has been provided with or permitted access to all information which Assignee deems material to formulating an investment decision and that such information has been sufficient to make an informed investment decision.

1. Release and Termination. The Assignee hereby releases the Assignor from all obligations related to the Assigned Interest or as otherwise incurred by Assignor under the terms of the Operating Agreement with respect to the Assigned Interest.
2. Completeness and Modification. This Assignment constitutes the entire agreement between the parties hereto as to the subject matter hereof.
3. Counterparts. To facilitate execution, this Assignment may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof, and it shall be sufficient that the signature on behalf of each party hereto appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement. This Assignment (or counterpart thereof) signed by one or more of the parties and delivered by facsimile shall be effective as an original.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their duly authorized representatives as of the date of this Assignment.

# ASSIGNOR:

*Enter Entity Name HERE*

By: \_

*Print Name, Title of Authorized Signor*

# ASSIGNEE:

*Enter Entity Name HERE*

By: \_

*Print Name, Title of Authorized Signor*

**SAMPLE FOR INSTRUCTIONAL PURPOSES ONLY**

THIS ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTERESTS (this “Assignment”) is dated as of **August 23**, 20**22** among **ABC, LLC**, a **Limited Liability Company** formed under the laws of **Wyoming** (the “Assignor”) and **XYZ, Inc.**, a **Corporation** formed under the laws of **Nevada** (the “Assignee”), recites and provides as follows:

RECITALS:

WHEREAS, the Assignor is the owner of an aggregate **one hundred** percent (**100**%) Membership Interest in **DEF**, LLC, a **Washington** limited liability company (the “Company”); and

WHEREAS, the Assignor proposes to assign, transfer and sell to Assignee **one hundred** percent (**100**%) Membership Interest in the Company, leaving Assignor without an interest in said Company, (the “Assigned Interest”) by the execution and delivery of this Assignment and Assumption Agreement. The Assignor now wishes to assign and transfer to the Assignee all of the Assignor’s right, title and interest in and to the Assigned Interest.

ASSIGNMENT AND ASSUMPTION AGREEMENT:

For and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. The Assignor hereby sells, conveys, assigns and transfers to the Assignee all of the Assignor’s rights, title and interests in and to the Assigned Interest subject to the terms and conditions of that certain Operating Agreement of the Company **[DEF, LLC]** dated **June 20, 2021** (the “Operating Agreement”).
2. Acceptance, Assumption and Indemnity by Assignee. The Assignee (a) accepts the assignment of all of the Assignor’s rights, titles and interests in and to the Assigned Interest, (b) agrees to be bound by all of the terms, covenants and conditions of the Operating Agreement, and (c) assume the obligations and liabilities of the Assignor under the Operating Agreement from and after the date hereof with respect to the Assigned Interests. From and after the date hereof, the Assignor shall not have any obligations or liabilities with respect to the Assigned Interest, including without limitation, the obligation to make capital contributions.
3. Representations of Assignee. Assignee has been advised that the Assigned Interest is not registered under the Securities Act of 1933 nor under the Securities Exchange Act of 1934 and represents, warrants and agrees as follows: (a) that Assignee is entering into an agreement and is acquiring the securities represented for Assignee's own account, solely for investment purposes, and not with a view to resale of said securities;

(b) that Assignee has such knowledge and experience in business and financial matters which enables Assignee to be capable of evaluating the risks and merits of this investment; (c) that Assignee is able to bear the economic risks of this investment;

(d) that any security that may be issued will not be resold or otherwise transferred or assigned without appropriate compliance with the registration provisions of the Securities Act of 1933 and applicable State blue sky laws or exemption therefrom; and (e) that Assignee has been provided with or permitted access to all information which Assignee deems material to formulating an investment decision and that such information has been sufficient to make an informed investment decision.

1. Release and Termination. The Assignee hereby releases the Assignor from all obligations related to the Assigned Interest or as otherwise incurred by Assignor under the terms of the Operating Agreement with respect to the Assigned Interest.
2. Completeness and Modification. This Assignment constitutes the entire agreement between the parties hereto as to the subject matter hereof.
3. Counterparts. To facilitate execution, this Assignment may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof, and it shall be sufficient that the signature on behalf of each party hereto appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement. This Assignment (or counterpart thereof) signed by one or more of the parties and delivered by facsimile shall be effective as an original.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their duly authorized representatives as of the date of this Assignment.

# ASSIGNOR:

***ABC, LLC***

By: \_

***John Smith, Manager***

# ASSIGNEE:

***XYZ, Inc.***

By: \_

***Jane Smith, President***