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IP Assignment Agreement

This **IP Assignment Agreement** ("**Agreement**") is made and entered into as of _____, by and between the parties below;

Assignor

Assignee

WHEREAS, Assignor is the sole and lawful owner of certain intellectual property rights, including but not limited to inventions, works of authorship, designs, trademarks, trade secrets, software, documentation, and related proprietary materials, as more particularly described in this Agreement;

WHEREAS, Assignor has developed, created, acquired, or otherwise lawfully obtained the intellectual property prior to the execution of this Agreement or has the full legal authority to transfer such rights;

WHEREAS, Assignee desires to acquire from Assignor all right, title, and interest in and to the intellectual property for business, commercial, or strategic purposes;

WHEREAS, Assignor has agreed to assign such intellectual property rights to Assignee in exchange for the consideration set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to transfer ownership of certain intellectual property rights from Assignor to Assignee in accordance with the terms set out below.

2. Assignment of Intellectual Property

Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all right, title, and interest in and to the intellectual property described in this Agreement, including all associated rights and interests.

The intellectual property subject to this Agreement includes:

The assignment includes:

- All rights to reproduce, modify, distribute, display, perform, license, sell, or otherwise exploit the intellectual property;
- All rights to apply for, obtain, maintain, renew, and enforce registrations or other legal protections worldwide;
- All rights to claim and recover damages for past, present, and future infringement.

This assignment is exclusive and permanent, subject only to the terms expressly stated in this Agreement.

3. Consideration

In consideration for the assignment of intellectual property under this Agreement, Assignee shall pay Assignor:

Assignor acknowledges that the consideration stated above is full and sufficient compensation for the assignment of rights under this Agreement.

4. Representations and Warranties of Assignor

Assignor represents and warrants that:

- Assignor is the sole and lawful owner of the intellectual property being assigned, or has full authority to transfer the rights described in this Agreement.
- The intellectual property is not subject to any prior assignment, license, security interest, or other encumbrance that would conflict with this Agreement.
- To Assignor's knowledge, the intellectual property does not infringe the rights of any third party.
- Assignor has not granted any rights inconsistent with the rights granted to Assignee under this Agreement.

5. Further Assurances

Assignor agrees to execute and deliver any additional documents and take any further actions reasonably requested by Assignee to:

- Record or register the assignment with relevant authorities;
- Perfect Assignee's ownership rights;
- Assist in securing, maintaining, or enforcing intellectual property rights.

If Assignor is unavailable or unwilling to execute required documents after reasonable notice, Assignor appoints Assignee as its attorney-in-fact solely for the purpose of executing documents necessary to confirm or perfect the assignment, provided such action is limited to the scope of this Agreement.

6. Moral Rights Waiver

To the extent permitted by law, Assignor waives any moral rights or similar rights in the assigned works, including any right of attribution or integrity, and agrees not to assert such rights against Assignee or its successors, licensees, or assigns.

7. Confidential Information

Any non-public technical, business, or proprietary information disclosed in connection with this Agreement shall be treated as confidential and shall not be disclosed to third parties without prior written consent, except as required by law or for purposes of registering or enforcing the assigned rights.

8. Indemnification

Assignor agrees to indemnify and hold harmless Assignee from any losses, damages, liabilities, or expenses arising out of a breach of the representations and warranties made by Assignor under this Agreement.

9. Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of _____, without regard to conflict of law principles.

Any dispute arising out of or relating to this Agreement shall be resolved through court litigation in _____, and the Parties agree to submit to the jurisdiction of the selected forum.

10. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior discussions, understandings, or agreements relating to the assignment of the intellectual property described herein.

11. Amendments

This Agreement may be amended only by a written document signed by both Parties.

12. Binding Effect

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

13. Severability

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

14. Execution

This Agreement may be executed in counterparts, including electronic signatures, each of which shall be deemed an original and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this IP Assignment Agreement as of the Effective Date written above.

Assignor

Name

Date

Signature

Assignee

Name

Date

Signature

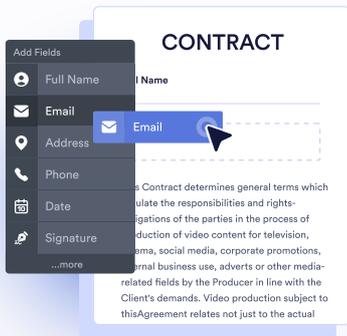


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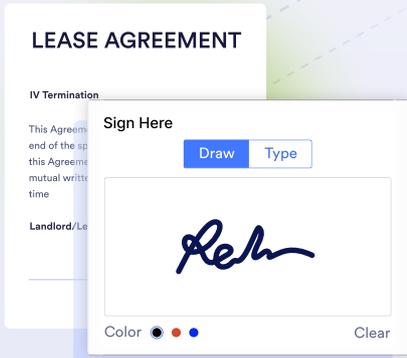
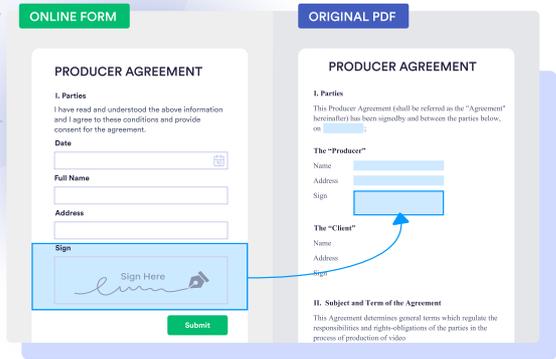
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