Trademark Assignment Agreement

This **Trademark Assignment Agreement** (this "***Agreement***") is entered into as of _____ (the "***Effective Date***") by and between the parties identified below;

Assignor

_____

_____ _____

_____ _____ _____ _____

_____ _____

Assignee

_____

_____ _____

_____ _____ _____ _____

_____ _____

The Assignor and Assignee may be referred to individually as a "***Party***" and collectively as the "***Parties***".

Recitals

WHEREAS, the Assignor is the owner of certain trademark rights identified in Schedule A attached hereto (the "Trademarks"), including registrations, pending applications, and common law rights, together with all goodwill associated therewith,

WHEREAS, the Assignee desires to acquire from Assignor, and Assignor desires to assign to Assignee, all right, title and interest in and to the Trademarks, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows;

1. Definitions

For the purposes of this Agreement, unless the context otherwise requires, the following terms shall have the meanings set forth below.

"Assigned Rights" means all right, title and interest that Assignor now has or hereafter acquires in and to the Trademarks, including, without limitation, registrations, pending applications, renewals, extensions, reissues, trade name rights, common law rights, associated domain names listed below, registrations in foreign jurisdictions, the goodwill symbolized by the Trademarks, and the right to sue for past, present and future infringement or dilution.

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"Confidential Information" means nonpublic information disclosed by one Party to the other in connection with this Agreement, including business, financial, product, marketing and technical information, and any information designated as confidential by a Party or that would reasonably be understood to be confidential.

"Claim" means any demand, action, suit, claim, cause of action, arbitration, mediation, administrative proceeding, inquiry or investigation by a governmental authority or third party.

2. Identification of Trademark

The trademarks subject to this Agreement (collectively, the "**Trademarks**") include all registered, pending, and unregistered marks owned by Assignor, including common law rights and rights arising from use in commerce. The Trademarks are as follows:

	Trademark 1	Trademark 2
Trademark Name		
Registration Number		
Jurisdiction		
Filing Date		
Registration Date		
Status		
Nice Class(es)		
Description of Goods and Services		
Associated Domain Names (if any)		
Notes		

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2. Assignment

Subject to the terms and conditions of this Agreement, the Assignor hereby irrevocably assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Assigned Rights, effective as of the Effective Date. The Assigned Rights shall include all rights to use, license, enforce, maintain, renew, and otherwise exploit the Trademarks throughout the world, and Assignor hereby forever waives any and all rights to use the Trademarks.

The assignment effected by this Agreement covers all jurisdictions and all classes of goods and services set forth in Schedule A and any other goods, services or territories in which the Trademarks are registered, applied for, or used, whether currently known to Assignor or discovered after the Effective Date.

Assignor expressly assigns to Assignee all goodwill of the business symbolized by the Trademarks. Assignor agrees that, after the Effective Date, it shall not use any mark, trade name or style that is confusingly similar to the Trademarks in a manner that would impair or diminish the goodwill assigned to Assignee.

3. Consideration and Payment

In consideration for the assignment, Assignee shall pay Assignor the total sum of _____ ("***Payment***"). The Payment shall be made by _____ to the account designated by Assignor within _____ days of the Effective Date.

Each Party shall be responsible for its own taxes arising from this transaction. Transfer taxes or stamp duties shall be borne by Assignee.

4. Representations and Warranties

Assignor represents and warrants to Assignee that:

- Assignor is the lawful owner of the Trademarks and has full authority to transfer them.
- The Trademarks are free and clear of all liens, encumbrances, licenses, security interests, or claims.
- No actions, claims, or proceedings are pending or threatened against Assignor regarding the Trademarks.
- The Trademarks are valid and subsisting to Assignor's knowledge.
- The assignment does not conflict with any other agreement or obligation of Assignor.

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- Assignor has not abandoned or misused the Trademarks and has used them in a manner that preserves their validity.
- All information regarding the Trademarks provided to Assignee is true and complete to the best of Assignor's knowledge.

5. Covenants

Further Assurances - Assignor shall execute and deliver all documents and take all actions reasonably necessary to effectuate and record this assignment, including recordable assignments and powers of attorney as required by trademark offices.

Cooperation in Proceedings - Assignor shall, upon request and at Assignee's expense, assist in any legal, administrative, or enforcement action related to the Trademarks.

Non-Use by Assignor - After the Effective Date, Assignor shall cease using the Trademarks or any confusingly similar marks in any form or territory, unless expressly licensed in writing by Assignee.

Maintenance and Enforcement - Assignee shall have the exclusive right to maintain, enforce, and renew the Trademarks at its sole discretion and cost.

6. Indemnification

Assignor shall indemnify and hold harmless Assignee from any losses or claims arising from Assignor's breach of this Agreement, any ownership dispute based on facts existing before the Effective Date, or any misrepresentation or undisclosed encumbrance.

Assignee shall indemnify and hold harmless Assignor from any losses or claims arising from Assignee's breach of this Agreement, or use of the Trademarks after the Effective Date.

A Party seeking indemnification shall promptly notify the other of any claim and permit the indemnifying Party to control the defense. The indemnified Party may participate at its own expense.

7. Limitation of Liability

Neither Party shall be liable for any indirect, consequential, or punitive damages. Except for indemnification or breaches involving fraud or willful misconduct, each Party's total liability under this Agreement shall not exceed the total Payment amount.

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8. Confidentiality

Each Party agrees to keep confidential all nonpublic information received from the other Party and to use such information only for purposes of performing under this Agreement. This obligation shall survive termination.

9. Recordation and Corporation

The Parties shall cooperate to record this assignment with all relevant trademark offices. Assignee shall bear any recordation costs unless otherwise agreed. Assignor shall promptly deliver to Assignee all original registration certificates, applications, and supporting documentation for the Trademarks.

10. Term and Effectiveness

This Agreement shall take effect as of the Effective Date stated above and shall remain in force until the completion of all acts necessary to give full effect to the assignment of the Trademarks from Assignor to Assignee in accordance with this Agreement.

The assignment of the Trademarks shall be deemed complete upon, the execution of this Agreement by both Parties, the receipt by Assignor of all payments due, and the filing or recordation of the assignment with the relevant trademark authorities, where applicable. Upon completion, all right, title, and interest in and to the Trademarks shall irrevocably vest in the Assignee.

If, prior to completion of the assignment, either Party fails to perform a material obligation under this Agreement, the non-defaulting Party may provide written notice of such failure. If the defaulting Party does not remedy such failure within thirty (30) days of receiving notice, the non-defaulting Party may rescind this Agreement or pursue any other remedies available under law.

Notwithstanding completion of the assignment, the provisions of this Agreement which by their nature are intended to survive (including, without limitation, those relating to representations and warranties, confidentiality, indemnification, governing law, and dispute resolution) shall continue in full force and effect.

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11. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of _____, without regard to its conflict of laws rules. Each Party submits to the exclusive jurisdiction of the courts of _____ for any dispute arising out of this Agreement. Before resorting to litigation, the Parties shall attempt in good faith to resolve disputes through negotiation or mediation.

12. Miscellaneous

Entire Agreement - This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions or agreements regarding the Trademarks.

Amendment - Any amendment or modification must be in writing and signed by both Parties.

Waiver - Failure to enforce any provision shall not constitute a waiver of that provision or any other.

Severability - If any provision is held invalid, the remaining provisions shall remain in effect, and a valid, enforceable provision similar in intent shall replace the invalid one.

Assignment - Neither Party may assign this Agreement without the written consent of the other, except that Assignee may assign it to an affiliate or successor by merger or acquisition.

Notices - All notices shall be in writing and delivered by hand, courier, registered mail, or email (with confirmation of receipt) to the addresses below or as later designated in writing.

Assignor

Name

Date

Signature

Assignee

Name

Date

Signature

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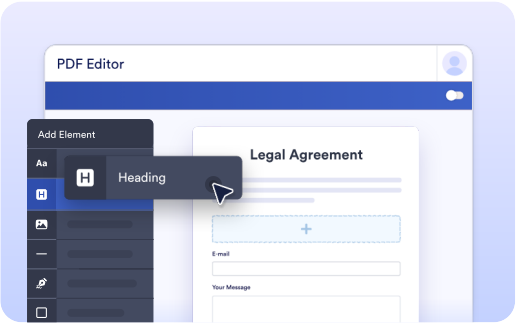
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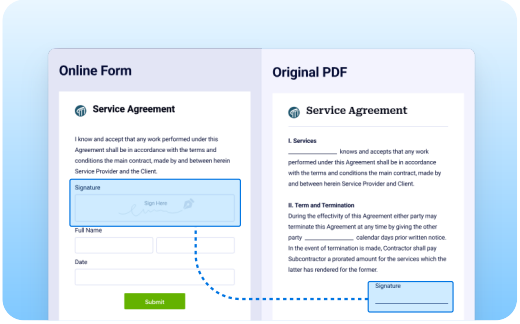
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