ASSIGNMENT AGREEMENT

Date (the **"Effective Date"**):

_____

State: _____

County:_____

This Assignment Agreement (the "**Agreement**") is made and entered into as of the Effective Date by and between the following parties,

hereinafter collectively referred to as the **"Parties"** and each individually as the **"Party"**:

ASSIGNOR:	**ASSIGNEE:**
(the **"Assignor"**),	(the **"Assignee"**),
Name:_____	Name:_____
_____	_____
_____	_____
Address: _____	Address: _____
_____	_____
_____	_____
Representative: _____	Representative: _____
_____	_____
Email/Phone number: _____	Email/Phone number: _____
_____	_____

Under this Agreement **"Assigned Rights**" shall mean any and all rights and/or obligations that have arisen in the name of the Assignor as a result of: [*choose one or several options*]

☐ **Intellectual Property Rights:** including, without limitation, patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill, and the right to sue for passing off or unfair competition, rights in designs, database rights, and all other intellectual property rights, whether registered or unregistered.

☐ **Credit Agreement**: certain credit agreement for the principal amount of _____ dated as of _____.

☐ **Debts**: all of the Assignor's right, title and interest in the book accounts and book debts and generally all accounts, debts, dues and demands of every nature and kind howsoever arising or secured and now due or owing or accruing or growing due to the Assignor, in [*specify State*], which are subject to absolute transfer.

☐ **Stock**: [*Specify amount*] shares of the stock of [*Specify Company name*] (the "**Company**") standing in the name of the Assignor on the books of the Company and represented by Certificate [*Specify number*].

☐ **Assets**: all of the Assignor's right, title, and interest in [*describe assets*].

☐ **Contract**: all of the Assignor's transferable rights and obligations deriving from [*specify contract*] dated _____.

☐ **Other**: _____.

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ASSIGNED RIGHTS: [*choose one or several options*]

The Assignee hereby assigns to the Assignor exclusively throughout the world all right, title and interest (choate or inchoate) in the **Assigned Rights**, including as may be applicable, any and all:

☐ Assets, rights, liabilities, and obligations

☐ Precursors, portions, and work in progress with respect thereto and all inventions, works of authorship, mask works, technology, information, know-how, materials and tools relating thereto or to the development, support or maintenance thereof and

☐ All copyrights, patent rights, trade secret rights, trademark rights, database rights and all other intellectual and industrial property rights of any sort and all business, contract rights and goodwill in, incorporated or embodied in, used to develop, or related to any of the foregoing Assigned Rights.

CONSIDERATION: [*choose one or several options*]

The Parties agree that the Assignor is transferring the Assigned Rights for the following:

☐ **Fixed Payment** of $ _____ ("**Payment**"). The Assigned Rights is to be transferred in exchange for the Assignee paying the Assignor the Payment within _____days of the Effective Date.

☐ [*number of installments*] **Regular Installments** of $ _____ each ("**Installment(s)**") payable per _____ starting on the Effective Date. The Assigned Rights is to be transferred in exchange for the Assignee paying the Assignor all the Installments due.

☐ **No Payment**, the Assignor is transferring the Assigned Rights to the Assignee for no payment or compensation. The Assignee's consideration shall be recognized as the undertaking of any liabilities or obligations in the Assigned Rights.

☐ **Gift**, the Assignor is granting the Assigned Rights as a gift to the Assignee.

☐ **Other**. _____

OTHER TERMS:

_____

_____

_____

NOTICE:

Any notice under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth herein or to such other address as one party may have furnished to the other in writing or or to emails set forth herein.

SEVERABILITY:

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

GOVERNING LAW AND DISPUTE RESOLUTION:

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This Agreement shall be governed by and interpreted in accordance with the laws of _____ State, and any disputes arising out of or in connection with this Agreement shall be exclusively resolved by the courts of _____ State.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

Assignor's Name and Signature: _____

Assignee's Name and Signature: _____

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