

# ASSIGNMENT AGREEMENT

Location: \_\_\_\_\_ Effective Date: \_\_\_\_\_

## Assignor Information:

Full Name: \_\_\_\_\_

Government ID / Driver License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Assignee Information:

Full Name: \_\_\_\_\_

Government ID / Driver License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Assignment Details:

Contract/Agreement Being Assigned: \_\_\_\_\_

Assignment Consideration Amount: \_\_\_\_\_ USD

### Clause 1 – Assignment

Assignor hereby assigns, transfers, and conveys to Assignee all rights, title, and interest in and to the Contract/Agreement identified above, including all benefits and obligations therein.

### Clause 2 – Assumption of Obligations

Assignee accepts the assignment and agrees to perform all obligations, duties, and responsibilities under the assigned Contract/Agreement as if originally a party thereto.

### Clause 3 – Representations and Warranties of Assignor

Assignor represents and warrants that it is the lawful owner of the rights being assigned, that the Contract/Agreement is valid and enforceable, and that there are no breaches or defaults under the Contract/Agreement at the time of assignment.

### Clause 4 – Representations and Warranties of Assignee

Assignee represents and warrants that it has the legal capacity and authority to accept the assignment and perform the obligations under the Contract/Agreement.

### Clause 5 – Consideration

The parties acknowledge that the Assignment Consideration Amount specified herein is the full and adequate consideration for this assignment.

### Clause 6 – Effective Date

This Assignment Agreement shall become effective on the Effective Date specified above.

### Clause 7 – Governing Law

This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of laws principles.

**Clause 8 – Notices**

All notices under this Assignment Agreement shall be sent in writing to the addresses specified above and shall be deemed given upon delivery by hand, certified mail, overnight courier, or confirmed electronic transmission.

**Clause 9 – Entire Agreement**

This Assignment Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, or understandings.

**Clause 10 – Amendments**

No amendment or modification to this Assignment Agreement shall be effective unless in writing and signed by both parties.

**Clause 11 – Severability**

If any provision of this Assignment Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**Clause 12 – Counterparts**

This Assignment Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.

**Clause 13 – Binding Effect**

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

**Clause 14 – No Waiver**

Failure by either party to enforce any provision of this Assignment Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

**Clause 15 – Further Assurances**

Each party agrees to execute and deliver such further documents and take such further actions as may be reasonably required to carry out the intent and purpose of this Assignment Agreement.

**Clause 16 – Headings**

Headings used in this Assignment Agreement are for convenience only and shall not affect interpretation.

**Clause 17 – Relationship of Parties**

Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties.

**Clause 18 – Assignment by Assignee**

Assignee may not assign its rights or delegate its obligations under this Assignment Agreement without prior written consent of Assignor.

**Clause 19 – No Third Party Beneficiaries**

This Assignment Agreement is made solely for the benefit of the parties and their successors and permitted assigns and shall not confer any rights or remedies on any other person.

**Clause 20 – Signatures**

The parties have executed this Assignment Agreement as of the Effective Date specified above.

**ASSIGNOR'S SIGNATURE**

**ASSIGNEE'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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