

# TRADEMARK ASSIGNMENT AGREEMENT

Assignment Effective Location: \_\_\_\_\_

## Assignor Information:

Full Name / Entity: \_\_\_\_\_

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

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

## Assignee Information:

Full Name / Entity: \_\_\_\_\_

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

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

## Trademark Information:

Trademark Name / Mark: \_\_\_\_\_

Registration Number(s): \_\_\_\_\_

Class(es) of Goods / Services: \_\_\_\_\_

Jurisdiction(s) of Registration: \_\_\_\_\_

## Assignment Terms and Conditions:

### 1. Assignment and Transfer

Assignor hereby irrevocably assigns, transfers, and conveys unto Assignee all right, title, and interest in and to the Trademark(s) listed above, including all goodwill associated therewith and all applications, registrations, and renewals thereof, throughout the United States and all foreign jurisdictions.

### 2. Consideration

In consideration of the mutual agreements contained herein, Assignee agrees to pay Assignor the sum agreed upon by the parties, the receipt and sufficiency of which is hereby acknowledged.

### 3. Representations and Warranties of Assignor

Assignor represents and warrants that: (a) it is the sole and exclusive owner of the Trademark(s) and all associated rights; (b) the Trademark(s) are valid and subsisting; (c) there are no liens, encumbrances, or claims against the Trademark(s); (d) Assignor has full power and authority to enter into this Agreement and to make the assignments herein; and (e) the execution and delivery of this Agreement will not violate any agreement to which Assignor is a party.

### 4. Further Assurances

Assignor agrees to execute all documents and take all actions reasonably necessary to effectuate the assignment of the Trademark(s) to Assignee, including the execution of any trademark assignment documents and recordation with the United States Patent and Trademark Office and any other relevant authorities.

### 5. Indemnification

Assignor shall indemnify, defend, and hold Assignee harmless from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses arising out of any breach of Assignor's representations and warranties contained

herein.

## **6. Governing Law**

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

## **7. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the assignment of the Trademark(s) and supersedes all prior negotiations, understandings, and agreements, whether written or oral.

## **8. Amendments**

No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

## **9. Counterparts**

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

## **10. Notices**

All notices required or permitted hereunder shall be in writing and shall be deemed given when delivered personally, sent by certified mail return receipt requested, nationally recognized overnight courier, or by electronic means that confirm receipt, to the addresses set forth above or to such other address as a party may designate by notice.

## **11. Severability**

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

## **12. Waiver**

No waiver of any breach or default hereunder shall be deemed a waiver of any preceding or subsequent breach or default.

## **13. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

## **14. No Third Party Beneficiaries**

Nothing in this Agreement is intended to confer any rights or remedies upon any person other than the parties hereto and their respective successors and assigns.

## **15. Headings**

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

**ASSIGNOR'S SIGNATURE**

**ASSIGNEE'S SIGNATURE**

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

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

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

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

Title (if applicable): \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

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