

INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT

Location: _____ Effective Date: _____

Assignor (Owner) Information:

Full Legal Name: _____

Address: _____

Email / Phone: _____

Assignee (Recipient) Information:

Full Legal Name: _____

Address: _____

Email / Phone: _____

Description of Intellectual Property:

Title / Name of Work: _____

Type of IP (e.g. Patent, Copyright, Trademark): _____

Registration Number(s) (if applicable): _____

Assignment of Rights:

Assignor hereby irrevocably assigns, conveys, and transfers to Assignee all right, title, and interest in and to the Intellectual Property described above, including all copyrights, patents, trademarks, trade secrets, and any other proprietary rights, whether registered or unregistered, together with all applications and registrations therefor, throughout the world. Assignor agrees to execute all documents and take all actions reasonably requested to effectuate this assignment.

License Grant:

In addition to the assignment above, if any rights are not assignable or not assigned, Assignor hereby grants Assignee a perpetual, worldwide, fully-paid, exclusive (or non-exclusive, if so specified), royalty-free license to use, reproduce, modify, create derivative works of, distribute, and otherwise exploit the Intellectual Property and all related materials.

Representations and Warranties:

Assignor represents and warrants that: (a) Assignor is the sole and exclusive owner of all rights, title, and interest in the Intellectual Property; (b) Assignor has full power and authority to enter into this Agreement and to assign the Intellectual Property; (c) the Intellectual Property does not infringe upon the rights of any third party; (d) there are no existing licenses, liens, security interests, or encumbrances affecting the Intellectual Property not disclosed to Assignee; and (e) to Assignor's knowledge, the Intellectual Property is valid and enforceable.

Indemnification:

Assignor agrees to indemnify, defend, and hold Assignee harmless from and against any and all claims, damages, liabilities, costs, and expenses arising out of any breach of the representations and warranties contained herein.

Confidentiality:

The parties agree to maintain the confidentiality of all proprietary information disclosed in connection with this Agreement and to use such information solely for the purposes contemplated herein, except as required by law or with the prior written consent of the other party.

Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____ for any disputes arising out of or relating to this Agreement.

Entire Agreement:

This Agreement, together with any schedules, exhibits, or attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements, whether written or oral, relating thereto.

Amendments:

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

Severability:

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' original intent.

Waiver:

The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing.

Counterparts and Electronic Signatures:

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Signatures transmitted by electronic means (such as PDF or facsimile) shall be deemed to have the same legal effect as originals.

ASSIGNOR'S SIGNATURE

ASSIGNEE'S SIGNATURE

Signature: _____

Signature: _____

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