

INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT

Location: _____ Effective Date: _____

Assignor Information:

Full Name / Entity: _____

Address: _____

Phone / Email: _____

Assignee Information:

Full Name / Entity: _____

Address: _____

Phone / Email: _____

Intellectual Property Details:

Description of Intellectual Property: _____

Registration / Application Numbers (if any): _____

Assignment and License Terms:

Section 1 – Grant of Assignment

Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all right, title, and interest in and to the Intellectual Property described above, including all copyrights, patents, trademarks, trade secrets, and other proprietary rights, worldwide and in perpetuity.

Section 2 – Consideration

The assignment is made for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor.

Section 3 – Representations and Warranties of Assignor

Assignor represents and warrants that: (a) it is the sole owner of the Intellectual Property; (b) the Intellectual Property is free from liens, encumbrances, or licenses except as disclosed; (c) it has full authority to assign the Intellectual Property; and (d) to the best of Assignor's knowledge, the Intellectual Property does not infringe any third party rights.

Section 4 – Further Assurances

Assignor agrees to execute any and all documents and take any further actions reasonably requested by Assignee to perfect, maintain, or enforce Assignee's rights in the Intellectual Property.

Section 5 – License Back (if any)

If applicable, Assignee grants Assignor a non-exclusive, non-transferable, royalty-free license to use the Intellectual Property solely for the purposes specified herein, subject to terms agreed by the parties.

Section 6 – Confidentiality

The parties agree to keep confidential any non-public information disclosed in connection with this Agreement, except as required by law or agreed in writing.

Section 7 – Indemnification

Assignor agrees to indemnify and hold harmless Assignee from any claims, damages, or losses arising out of Assignor's breach of representations, warranties, or obligations under this Agreement.

Section 8 – Term and Termination

This Agreement is effective as of the Effective Date and shall continue in full force unless terminated by mutual written agreement or as otherwise provided herein.

Section 9 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to conflicts of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

Section 10 – Entire Agreement

This Agreement constitutes the entire understanding between the parties concerning the subject matter herein and supersedes all prior negotiations and agreements, whether written or oral.

Section 11 – Amendments

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

Section 12 – Notices

All notices under this Agreement shall be in writing and deemed given when delivered personally, by nationally recognized overnight courier, certified mail return receipt requested, or electronic means confirmed by receipt.

Section 13 – Severability

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

Section 14 – Waiver

No waiver of any breach or default shall constitute a waiver of any other or subsequent breach or default.

Section 15 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be executed by electronic signature, which shall be deemed to have the same legal effect as an original signature.

Section 16 – Assignment

Neither party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other party, except that Assignee may assign to an affiliate or successor.

Section 17 – Relationship of Parties

The parties are independent contractors and nothing in this Agreement creates a partnership, joint venture, or agency relationship.

Section 18 – No Third Party Beneficiaries

This Agreement is for the sole benefit of the parties and their permitted successors and assigns and nothing herein shall confer any rights to any other person or entity.

Section 19 – Remedies

The parties agree that any breach of this Agreement may cause irreparable harm for which monetary damages would be inadequate, and thus, the non-breaching party shall be entitled to seek injunctive relief in addition to other remedies.

Section 20 – Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including acts of God, governmental actions, or disruptions in internet or telecommunications.

ASSIGNOR'S SIGNATURE

ASSIGNEE'S SIGNATURE

Signature: _____

Signature: _____

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