

Trademark Assignment

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into as of [DATE] (the "Effective Date") by and between [ASSIGNOR NAME], a [ENTITY TYPE] organized under the laws of [STATE], with a principal place of business at [ASSIGNOR ADDRESS] ("Assignor"), and [ASSIGNEE NAME], a [ENTITY TYPE] organized under the laws of [STATE], with a principal place of business at [ASSIGNEE ADDRESS] ("Assignee"). Assignor and Assignee may be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in and to certain trademarks, service marks, trade names, associated goodwill, registrations and applications described on Schedule A attached hereto (the "Assigned Marks"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept, all of Assignor's right, title and interest in and to the Assigned Marks, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment and Conveyance

1.1 Assignment. Subject to the terms and conditions of this Agreement and for good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns, conveys and transfers to Assignee all of Assignor's right, title and interest in and to the Assigned Marks, including: (a) the goodwill of the business symbolized by the Assigned Marks; (b) the registrations and applications listed on Schedule A; and (c) the right to sue for past, present and future infringements relating to the Assigned Marks.

1.2 Scope. The assignment includes all rights, title and interest in and to the Assigned Marks in [COUNTRY/STATE] and worldwide to the extent owned by Assignor, including without limitation all common law rights and statutory rights, and the right to secure renewals, extensions and continuations of any registrations or applications.

2. Consideration

2.1 Payment. As consideration for the assignment set forth in Section 1, Assignee shall pay Assignor [CONSIDERATION AMOUNT] payable as follows: [PAYMENT TERMS]. Receipt of such consideration is hereby acknowledged by Assignor.

2.2 Additional Consideration. The Parties acknowledge that additional contingent consideration, royalties, or other payments, if any, are specified in a separate agreement dated [DATE OF PAYMENT AGREEMENT], attached hereto as Exhibit B [OPTIONAL].

3. Goodwill

3.1 Transfer of Goodwill. Assignor hereby assigns to Assignee all goodwill associated with and symbolized by the Assigned Marks, and agrees not to use or adopt any name, mark or domain name that

is confusingly similar to the Assigned Marks in a manner that would impair or tarnish the Assigned Marks.

3.2 Use of Assigned Marks. Assignor shall not, after the Effective Date, cause any action or omission that would reasonably be expected to disparage, dilute or otherwise adversely affect the Assigned Marks or the value of Assignee's rights therein.

4. Registrations and Applications

4.1 Assignment of Registrations. Assignor shall execute and deliver to Assignee executed assignments, powers of attorney, and other documents reasonably necessary to affect the recordation of the assignment with the United States Patent and Trademark Office (USPTO) and any foreign trademark office listed on Schedule A.

4.2 Assistance. Assignor agrees to cooperate with Assignee and to execute any documents and take any actions reasonably requested by Assignee to obtain, maintain, transfer or record the Assigned Marks, at Assignee's expense.

5. Representations and Warranties

Assignor represents and warrants to Assignee as of the Effective Date as follows:

5.1 Ownership. Assignor is the sole and exclusive owner of all right, title and interest in and to the Assigned Marks, free and clear of any liens, encumbrances, licenses (other than those disclosed in Schedule A), security interests, options, rights of first refusal, or other adverse claims.

5.2 Validity. To Assignor's knowledge, the Assigned Marks are valid, enforceable and not subject to challenge, and the registrations and pending applications listed on Schedule A are in full force and effect except as specifically noted on Schedule A.

5.3 No Infringement. To Assignor's knowledge, the exercise of the rights assigned hereunder does not infringe or otherwise violate any intellectual property rights of any third party.

5.4 No Litigation. There are no pending or, to Assignor's knowledge, threatened claims, oppositions, cancellations, proceedings, or litigation relating to the Assigned Marks except as set forth on Schedule A.

5.5 Authority. Assignor has the full power and authority to enter into and perform its obligations under this Agreement and to convey the rights granted herein.

6. Further Assurances

6.1 Further Acts. From time to time, at Assignee's request and expense, Assignor shall execute and deliver such further documents and do such things as Assignee may reasonably request to effectuate the purposes of this Agreement, including obtaining and delivering assignments, powers of attorney, declarations or other instruments for recordation in the USPTO or any foreign trademark office.

7. Indemnification

7.1 By Assignor. Assignor shall indemnify, defend and hold harmless Assignee, its affiliates and their respective officers, directors, employees and agents (the "Assignee Indemnitees") from and against any and all losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") arising out of or relating to: (a) any breach of Assignor's representations, warranties or covenants set forth in this Agreement; (b) any claim by a third party challenging Assignor's ownership of the Assigned Marks prior to the Effective Date; and (c) any undisclosed licenses, liens or encumbrances affecting the Assigned Marks at the Effective Date.

7.2 By Assignee. Assignee shall indemnify, defend and hold harmless Assignor, its affiliates and their respective officers, directors, employees and agents (the "Assignor Indemnitees") from and against any

Losses arising out of or relating to Assignee's post-Effective Date use of the Assigned Marks or breach of Assignee's representations, warranties or covenants under this Agreement.

7.3 Procedure. The indemnifying Party shall assume control of the defense and settlement of any claim subject to indemnification hereunder; provided that the indemnified Party may participate in such defense with counsel of its choice at its own expense. No settlement imposing liability or obligation on an indemnified Party shall be made without the indemnified Party's prior written consent (not to be unreasonably withheld).

8. Limitation of Liability

EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS, FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Taxes and Costs

9.1 Taxes. Any sales, transfer, documentary, stamp, registration, or other taxes, fees or charges arising from the assignment under this Agreement shall be borne by [ASSIGNOR/ASSIGNEE] [SELECT ONE] unless otherwise required by applicable law.

9.2 Costs. Each Party shall pay its own expenses and legal fees in connection with the negotiation and preparation of this Agreement, except as otherwise expressly agreed in writing.

10. Confidentiality

10.1 Confidential Information. The Parties agree that the existence and terms of this Agreement are confidential and shall not be disclosed to any third party except as required by law, regulation, or to advisors or acquirers on a need-to-know basis under customary confidentiality obligations.

11. Governing Law; Jurisdiction

11.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to its conflict of law principles.

11.2 Jurisdiction. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY], [STATE], for any dispute arising out of or relating to this Agreement, and waive any objection to venue laid therein.

12. Notices

12.1 Method. All notices, requests, consents and other communications required or permitted hereunder shall be in writing and shall be deemed given when delivered personally, by nationally recognized overnight courier, by certified mail (return receipt requested) or by email with confirmation to the addresses set forth below (or to such other address as a Party may specify by notice to the other):

If to Assignor:

[ASSIGNOR NAME]

[ASSIGNOR ADDRESS]

Email: [ASSIGNOR EMAIL]

If to Assignee:

[ASSIGNEE NAME]

[ASSIGNEE ADDRESS]

Email: [ASSIGNEE EMAIL]

13. Entire Agreement; Amendment

13.1 Entire Agreement. This Agreement, including all Schedules and Exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings and negotiations, whether written or oral.

13.2 Amendment. This Agreement may be amended only by a written instrument executed by both Parties.

14. Binding Effect; Assignment

14.1 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

14.2 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 this Agreement in connection with a merger, sale of substantially all of its assets, or change of control to an affiliate or third party.

15. Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

16. Counterparts; Electronic Signature

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. Signatures transmitted by facsimile or electronic transmission (including PDF) shall be deemed original signatures.

17. Further Definitions

17.1 "Assigned Marks" shall have the meaning set forth in the Recitals and as further described in Schedule A attached hereto.

17.2 "Schedule A" means the schedule attached hereto stating each trademark, service mark, registration number, application number, class of goods or services, and jurisdiction.

18. Miscellaneous

18.1 No Waiver. No failure or delay by either Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof.

18.2 Interpretation. The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

SCHEDULE A — ASSIGNED MARKS

For each Assigned Mark, provide the following information:

1. Trademark/Service Mark: [TRADEMARK NAME 1]

- Registration Number: [REGISTRATION NUMBER 1] (if applicable)
- Application Number: [APPLICATION NUMBER 1] (if applicable)
- Jurisdiction: [COUNTRY/STATE 1]
- Goods/Services: [GOODS/SERVICES DESCRIPTION 1]
- Current Status/Notes: [STATUS/NOTES 1]

2. Trademark/Service Mark: [TRADEMARK NAME 2]

- Registration Number: [REGISTRATION NUMBER 2]
- Application Number: [APPLICATION NUMBER 2]
- Jurisdiction: [COUNTRY/STATE 2]
- Goods/Services: [GOODS/SERVICES DESCRIPTION 2]
- Current Status/Notes: [STATUS/NOTES 2]

[ADD ADDITIONAL MARKS AS NEEDED]

EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment Agreement as of the Effective Date.

ASSIGNOR:

[ASSIGNOR NAME]

By: _____

Name: [ASSIGNOR SIGNATORY NAME]

Title: [ASSIGNOR SIGNATORY TITLE]

Date: [DATE]

ASSIGNEE:

[ASSIGNEE NAME]

By: _____

Name: [ASSIGNEE SIGNATORY NAME]

Title: [ASSIGNEE SIGNATORY TITLE]

Date: [DATE]

NOTARY ACKNOWLEDGMENT (OPTIONAL / AS REQUIRED)

State of [STATE]

County of [COUNTY]

On this ____ day of _____, 20__, before me, [NOTARY NAME], a Notary Public, personally appeared [ASSIGNOR SIGNATORY NAME] and [ASSIGNEE SIGNATORY NAME], proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of [STATE] that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Name: [NOTARY NAME]

My Commission Expires: [DATE]

Notary Public, State of [STATE]

[END OF AGREEMENT]

attorney before signing any legal document.