

# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Location: \_\_\_\_\_ 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: \_\_\_\_\_

## Intellectual Property Details:

Description of IP: \_\_\_\_\_

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

## Consideration and Payment Terms:

Consideration Amount: \_\_\_\_\_ GBP

Payment Method and Schedule: \_\_\_\_\_

### Clause 1 – Assignment

The Assignor hereby assigns, transfers, and conveys to the Assignee all rights, title, and interest in and to the Intellectual Property described above, including all renewals, extensions, and rights to sue for past infringement.

### Clause 2 – Representations and Warranties

The Assignor represents and warrants that: (a) it is the sole and exclusive owner of the Intellectual Property with full right and authority to assign it; (b) the Intellectual Property is free and clear of any liens, encumbrances, or claims; (c) to the best of Assignor's knowledge, the Intellectual Property does not infringe any third-party rights; and (d) no prior assignments or licenses conflict with this Agreement.

### Clause 3 – Consideration

The Assignee shall pay the Assignor the agreed Consideration Amount as full and complete compensation for the rights assigned herein. Payment shall be made according to the Payment Method and Schedule set forth above.

### Clause 4 – Further Assurances

The Assignor agrees to execute all documents and take all actions reasonably necessary to perfect, maintain, and enforce the Assignee's rights in the Intellectual Property, including executing assignments, providing assistance in infringement actions, and cooperating with registration authorities.

### Clause 5 – Confidentiality

Both parties shall maintain the confidentiality of all non-public information exchanged in connection with this

Agreement, except as required by law or with prior written consent.

**Clause 6 – Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales for any disputes arising under or in connection with this Agreement.

**Clause 7 – Entire Agreement**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, written or oral.

**Clause 8 – Amendments**

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

**Clause 9 – Severability**

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

**Clause 10 – No Waiver**

No failure or delay by either party in exercising any right under this Agreement shall operate as a waiver of that right.

**Clause 11 – Assignment**

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

**Clause 12 – Notices**

All notices under this Agreement shall be in writing and delivered personally, by registered post, or by electronic mail with delivery confirmation to the addresses specified above.

**Clause 13 – Execution**

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

**Clause 14 – Liability**

Neither party shall be liable for any indirect, incidental, consequential, or punitive damages arising out of or related to this Agreement.

**Clause 15 – Indemnity**

Assignor agrees to indemnify and hold Assignee harmless from any claims arising from breaches of Assignor's representations and warranties.

**Clause 16 – Cooperation**

The parties agree to cooperate fully and in good faith to effectuate the provisions and purposes of this Agreement.

**Clause 17 – Costs**

Each party shall bear its own costs and expenses incurred in connection with the negotiation and execution of this Agreement.

**Clause 18 – Counterparts and Electronic Signatures**

This Agreement may be signed electronically or in counterparts, which together shall be deemed to constitute one and

the same instrument.

**Clause 19 – Survival**

The representations, warranties, indemnities, and obligations of the parties contained in this Agreement shall survive termination or expiration.

**Clause 20 – Headings**

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

**ASSIGNOR'S SIGNATURE**

**ASSIGNEE'S SIGNATURE**

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

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

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