

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (the “Assignment”) is made and entered on this _____ day of _____, 20____, (the “Effective Date”), by and between _____ (the “Assignor”) and _____ (the “Assignee”) (collectively referred to as the “Parties”).

Whereas, Assignor is the owner of the trademark(s) as described in Exhibit A attached hereto and incorporated by reference herein (the “Trademarks”); and

Whereas, Assignor wishes to assign his rights in the Trademarks to Assignee.

Now, Therefore, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties agree as follows:

1. ASSIGNMENT: Assignor hereby assigns, sells and transfers to Assignee all of Assignor’s title and interest in and to the Trademarks, including, but not limited to: (i) all registration rights with respect to the Trademarks, (ii) any rights to prepare derivative marks, (iii) any goodwill related to the Trademarks, and (iv) all income, royalties or claims relating to the Trademarks due or payable on or after the date of this Assignment.

2. ASSIGNOR’S REPRESENTATIONS: Assignor represents and warrants:

- (i) that Assignor is the exclusive owner of the Trademarks,
- (ii) that Assignor possesses all rights, title and interest in and to the Trademarks,
- (iii) that Assignor has the power to enter into this Assignment,
- (iv) that to the best of Assignor’s knowledge, as of the Effective Date the Trademarks do not infringe on the rights of any other person or entity,
- (v) that to the best of Assignor’s knowledge, as of the Effective Date the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim, and
- (vi) that Assignor has made a good faith effort to use the Trademarks in a way which would permit registration, and that the Trademarks have not been abandoned by the Assignor.

3. CONTINUING OBLIGATIONS: Assignor agrees to assist Assignee, upon request, by taking any reasonable action that may be necessary for the perfecting, securing and completing of this Assignment.

4. BINDING EFFECT: The covenants and conditions contained in this Assignment shall be binding on Assignor and Assignee and on those who succeed to the interest of Assignor and Assignee by law, by approved assignment or by transfer

5. GOVERNING LAW: This Assignment shall be governed by and construed in accordance with the laws of the State of_____.

6. TRADEMARK LICENSING AGREEMENTS: Assignor hereby represents that other than those agreements listed in Appendix A, copies of which shall be attached to this Assignment as Exhibits, no licensing or other agreement concerning the use of the Trademarks shall survive this Assignment.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed the day and year first above written.

ASSIGNOR:

(Name)

(Position, if applicable)

ASSIGNEE:

(Name)

(Position, if applicable)

EXHIBIT A

DESCRIPTION OF TRADEMARKS

[Include a brief description of the Trademarks including any trademark registration numbers]

APPENDIX A

(Include here a list of any licensing agreement which will survive this assignment, and attach a copy of each as further Exhibits, beginning with Exhibit B)