# **Patent Assignment Agreement**

### 1. Parties

This Patent Assignment Agreement ("Agreement") is made and entered into as of ("Effective Date"), by and between:

**Assignor:** , having an address at **Assignee:** , having an address at

#### 2. Recitals

WHEREAS, Assignor is the sole and exclusive owner of certain patent rights described below; WHEREAS, Assignor desires to assign to Assignee all right, title, and interest in such patent rights;

### 3. Patent Rights

The patent rights being assigned are as follows:

Patent/Application Number:

Title:

Filing Date:

Jurisdiction:

### 4. Assignment

Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the Patent Rights, including any divisions, continuations, reissues, extensions, and foreign counterparts thereof.

#### 5. Consideration

In consideration for this assignment, Assignee agrees to provide the following to Assignor:

## 6. Warranties and Representations

Assignor represents and warrants that they are the sole owner of the Patent Rights, free of any liens or encumbrances, and have full power to assign the rights described herein.

### 7. Further Assurances

Assignor agrees to execute such documents, and take such further actions, as may be reasonably required to perfect Assignee's rights in the Patent Rights.

## 8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of .

# 9. Entire Agreement

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

Assignor Signature	
Name:	
Date:	
Assignee Signature	
Name:	
Date:	