

Intellectual Property Assignment Agreement

This Intellectual Property Assignment Agreement (the "Agreement") is entered into as of (the "Effective Date"), by and between:

1. **Assignor:**
2. **Assignee:**

1. Assignment

Assignor hereby assigns to Assignee the entire right, title, and interest in and to the following intellectual property (the "Assigned IP"):

The assignment includes all rights of ownership, worldwide, in perpetuity, including any corresponding registrations, continuations, renewals, or extensions.

2. Consideration

In consideration for the assignment of the Assigned IP, Assignee agrees to provide Assignor the following:

3. Representations and Warranties

Assignor represents and warrants that Assignor owns all right, title, and interest in the Assigned IP; that the Assigned IP is free of any lien or encumbrance; and that Assignor has the full right and authority to assign the IP under this Agreement.

4. Further Assurances

Assignor agrees to execute and deliver all documents and take any further actions reasonably necessary or desirable to effect the transfer of rights under this Agreement.

5. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of , without regard to its conflict of laws principles.

6. Miscellaneous

- This Agreement constitutes the entire agreement between the parties regarding its subject matter.
- No amendment or modification is valid unless in writing and signed by both parties.
- If any part of this Agreement is held invalid, the remainder shall remain in effect.

Assignor:

Date:
Assignee:

Date: