# **Patent Assignment Agreement**

This Patent Assignment Agreement ("Agreement") is made and entered into as of	, by and
between:	
Assignor:	
Name:	
Address:	
Assignee:	
Name:	
Address:	

#### **Recitals**

- 1. The Assignor is the sole and exclusive owner of certain patent rights described below.
- 2. The Assignee wishes to acquire all right, title, and interest in and to such patent rights.

#### 1. Assignment

The Assignor hereby assigns, transfers, and conveys to the Assignee all right, title, and interest in and to the following patents and patent applications, including all continuations, divisions, renewals, and reissues thereof:

 Patent/Application No.: Title:

#### 2. Consideration

In consideration for this assignment, the Assignee agrees to pay the Assignor as follows:

### 3. Representations and Warranties

The Assignor represents and warrants that:

- Assignor is the sole and exclusive owner of the patents and applications listed above.
- The patents and applications are free of any liens or encumbrances.
- Assignor has the authority to enter into this Agreement and assign the rights granted hereunder.

#### 4. Further Assurances

The Assignor agrees to execute such additional documents and take such further actions as may be necessary to effectuate the assignment of the rights herein.

## 5. Governing Law

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

### 6. Entire Agreement

ASSIGNOR:	
Name: Date:	
ASSIGNEE:	
Name: Date:	

This Agreement constitutes the entire agreement between the parties regarding its subject matter and

supersedes all prior agreements or understandings.