

Technology Transfer Assignment Agreement

This Technology Transfer Assignment Agreement (the "Agreement") is made and entered into on (the "Effective Date") by and between:

- **Assignor:** , with a principal place of business at ,
- **Assignee:** , with a principal place of business at .

1. Assignment of Technology

The Assignor hereby assigns, transfers, and conveys to the Assignee all rights, title, and interest in and to the following technology (the "Technology"):

including all associated intellectual property rights, documentation, and improvements.

2. Consideration

In consideration for the assignment of the Technology, the Assignee shall provide the following consideration to the Assignor:

3. Representations and Warranties

1. The Assignor represents and warrants that it is the sole and exclusive owner of the Technology and has full right and authority to assign it.
2. The Technology is free of any liens, claims, or encumbrances.
- 3.

4. Confidentiality

The parties agree to keep confidential all proprietary or non-public information received pursuant to this Agreement.

5. Governing Law

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

6. Miscellaneous

- **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding the subject matter herein.
- **Amendments:** Any amendments must be in writing and signed by both parties.
- **Counterparts:** This Agreement may be executed in counterparts.

IN WITNESS WHEREOF

The parties have executed this Technology Transfer Assignment Agreement as of the date first above written.

Assignor:

Name:

Title:

Signature: _____

Date:

Assignee:

Name:

Title:

Signature: _____

Date: