

# ASSIGNMENT AGREEMENT

Location: \_\_\_\_\_ Effective Date: \_\_\_\_\_

## Assignor Information:

Full Name: \_\_\_\_\_

Government ID / Driver License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Assignee Information:

Full Name: \_\_\_\_\_

Government ID / Driver License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Assignment Details:

Type of Rights, Interests, or Property Assigned: \_\_\_\_\_

Description of Assigned Rights: \_\_\_\_\_

Consideration: \_\_\_\_\_ USD

## Clause 1 – Assignment

Assignor hereby assigns, transfers, and conveys to Assignee all rights, title, and interest in and to the property, rights, or interests described above (the “Assigned Rights”), to have and to hold the same unto Assignee, its successors and assigns, forever.

## Clause 2 – Consideration

The Assignee agrees to pay or has paid to the Assignor the consideration set forth above, the receipt and sufficiency of which Assignor hereby acknowledges.

## Clause 3 – Representations and Warranties of Assignor

Assignor represents and warrants that: (a) Assignor is the sole owner of the Assigned Rights and has full legal authority to assign them; (b) the Assigned Rights are free and clear of all liens, claims, encumbrances, and restrictions; (c) no third party consent or approval is required for the assignment; and (d) there are no pending or threatened claims or litigation related to the Assigned Rights.

## Clause 4 – Representations and Warranties of Assignee

Assignee represents and warrants that it has full legal capacity and authority to enter into and perform this Agreement, and that it will accept the Assigned Rights subject to the terms and conditions herein.

## Clause 5 – Effective Date

This Assignment shall be effective as of the date stated above (the “Effective Date”). Neither party shall have any obligations or rights under this Agreement prior to the Effective Date.

## Clause 6 – Further Assurances

Each party agrees to execute and deliver such further documents, and to take such further actions, as may be reasonably necessary to carry out the intent and purpose of this Agreement and to effectuate the transfer of the Assigned Rights.

**Clause 7 – Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State where the Assigned Rights are primarily located, without regard to conflict-of-law principles.

**Clause 8 – Entire Agreement**

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

**Clause 9 – Amendments**

No amendment, modification, or waiver of this Agreement shall be effective unless made in writing and signed by both parties.

**Clause 10 – Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be severed and the remainder of this Agreement shall remain in full force and effect.

**Clause 11 – Notices**

All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming transmission and receipt, to the addresses provided above or such other address as either party may designate by notice.

**Clause 12 – Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**Clause 13 – No Waiver**

No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise.

**Clause 14 – Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**Clause 15 – Assignment**

Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other, except that Assignee may assign this Agreement to an affiliate or successor by merger or acquisition.

**Clause 16 – Headings**

Headings in this Agreement are for convenience only and shall not affect interpretation.

**Clause 17 – Further Assurances**

Each party agrees to execute and deliver such other documents and take such further actions as may be reasonably necessary to carry out the intent of this Agreement.

**Clause 18 – Confidentiality**

The parties agree to maintain the confidentiality of this Agreement and any proprietary or confidential information

disclosed in connection herewith, except as required by law or agreed in writing.

**Clause 19 – Dispute Resolution**

Any dispute arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association, held in the jurisdiction governing this Agreement.

**Clause 20 – Signatures**

The parties have executed this Assignment Agreement as of the Effective Date set forth above.

**ASSIGNOR'S SIGNATURE**

**ASSIGNEE'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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