

DEED OF ASSIGNMENT

Assignor: _____

Assignee: _____

RECITALS

WHEREAS, Assignor is the lawful owner of certain rights, title, and interest as described herein and wishes to assign all such rights, title, and interest to Assignee; and WHEREAS, Assignee desires to accept such assignment upon the terms and conditions set forth in this Deed of Assignment.

1. ASSIGNMENT

Assignor hereby absolutely and unconditionally assigns, transfers, and conveys to Assignee all rights, title, interest, and benefits in and to the property, contract, claim, or cause of action described below (the "Assigned Rights"). This assignment includes all rights to enforce, receive payments, collect damages, or settle claims related to the Assigned Rights.

2. DESCRIPTION OF ASSIGNED RIGHTS

The Assigned Rights consist of the following:

_____. Assignor represents that said rights are valid, enforceable, and free from encumbrances, liens, or claims of third parties except as disclosed herein.

3. REPRESENTATIONS AND WARRANTIES OF ASSIGNOR

Assignor represents and warrants to Assignee that: (a) Assignor is the sole and lawful owner of the Assigned Rights; (b) Assignor has full authority and capacity to assign the Assigned Rights; (c) the Assigned Rights are not subject to any pending litigation or dispute except as disclosed; (d) there are no outstanding agreements or restrictions that would impair the assignment or Assignee's use of the Assigned Rights; (e) Assignor will execute and deliver any further documents necessary to perfect Assignee's rights.

4. CONSIDERATION

In consideration for this Assignment, Assignee agrees to pay Assignor the sum of _____ USD, receipt of which is hereby acknowledged by Assignor, or other valuable consideration as mutually agreed.

5. INDEMNIFICATION

Assignor agrees to indemnify, defend, and hold harmless Assignee from any loss, damage, claim, or liability arising from any breach of the representations and warranties contained herein. Assignee assumes all risks associated with the Assigned Rights from the date of this Assignment forward.

6. GOVERNING LAW; VENUE

This Deed of Assignment shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state

and federal courts located in _____ County, _____.

7. ENTIRE AGREEMENT; AMENDMENTS

This Deed of Assignment contains the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral. No amendment or modification shall be binding unless in writing and signed by both parties.

8. SEVERABILITY

If any provision of this Deed of Assignment is held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

9. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Deed of Assignment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures transmitted by electronic means (e.g., PDF, email) shall be deemed originals for all purposes.

ASSIGNOR'S SIGNATURE

ASSIGNEE'S SIGNATURE

Signature: _____

Signature: _____

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