

DATED _____

(1) << >>

(2) << >>

TRADE MARK ASSIGNMENT AGREEMENT

THIS AGREEMENT is made the day of

BETWEEN:

- (1) <<Name of Assignor>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<Address>> ("the Assignor") and
- (2) <<Name of Assignee>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<Address>> ("the Assignee")

WHEREAS:

- (1) The Assignor owns the [registered] **AND/OR** [unregistered] trade mark(s) detailed in Schedule 1 (the "Trade Mark(s)")
- (2) The Assignee wishes to acquire the Trade Mark(s) by way of an assignment.
- (3) The Assignor wishes to assign the Trade Mark(s) to the Assignee subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

["Affiliate"]	[means, in relation to a body corporate, any subsidiary or holding company of the body corporate and any subsidiary of any such holding company;]
"Effective Date"	means [the date of this Agreement] OR [<<insert date>>]; and
"Fee"	means the sum payable in consideration of the assignment of the Trade Mark(s) as set out in Clause 3.

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
- 1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 "this Agreement" is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
 - 1.2.4 a Schedule is a schedule to this Agreement;

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ing in the Trade Mark(s) including,
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or the Fee on or before <<insert
thin <<insert period>> of receipt of
or hereby acknowledges receipt of

provisions of this Clause 4 shall
the Assignor under Clause 6.

5. Further Assistance

- 5.1 Subject to receipt of the necessary assistance that may be required, the Assignor shall provide all reasonable assistance that may be required by the Assignee in order to:
- 5.1.1 perfect or complete the assignment of the Trade Mark(s) including, but not limited to, executing all documents required to vest the relevant associated rights in the Assignee;
 - 5.1.2 give the Assignee all necessary assistance under this Agreement;
 - 5.1.3 [assist the Assignee] to take legal action against third parties in respect of the Trade Mark(s);]
 - 5.1.4 [assist the Assignee] to defend any legal proceedings brought by third parties in respect of the use of the Trade Mark(s) by the Assignee;
- 5.2 The Assignee shall be reimbursed by the Assignor for any reasonable costs or expenses (including legal fees) incurred by the Assignee in complying with the requests of the Assignor under clause 5.1.
- 5.3 [Within <<insert period>>, the Assignor shall deliver up to the Assignee original documents (if available) of any and all legal advice which relates to:
- 5.3.1 the creation of the Trade Mark(s);
 - 5.3.2 any and all previous assignments of the Trade Mark(s); or
 - 5.3.3 any ongoing legal proceedings in respect of the Trade Mark(s) where the same are within the possession, custody or control of the Assignor or of an Affiliate.]

6. Assignor's Warranties

- 6.1 The Assignor hereby warrants that:
- 6.1.1 the Trade Mark(s) is/are owned by the Assignor or the Assignor is/are free to assign them absolutely to the Assignee;
 - 6.1.2 the Trade Mark(s) is/are valid and enforceable by the Assignor under this Agreement against any third party;
 - 6.1.3 no third party has claimed the Trade Mark(s) prior to the Effective Date;
 - 6.1.4 to the best of the Assignor's knowledge and belief [after due and diligent enquiry], the Trade Mark(s) is/are not being infringed (nor threatened to be so) by any third party as at the Effective Date;
 - 6.1.5 to the best of the Assignor's knowledge and belief [after due and diligent enquiry], no third party has claimed the Trade Mark(s) at any time prior to the Effective Date; and
 - 6.1.6 nothing in the Trade Mark(s) is defamatory, obscene, indecent, illegal, discriminatory and nothing in the Trade Mark(s) is in violation of any non law or statutory rights of any third party.

- 6.2 The Assignor gives and makes any representations beyond those detailed in schedule 3 to the Trade Mark(s) and any other matters arising out of this Agreement.

7. Assignee's Warranties

The Assignee hereby warrants

- 7.1 it has the right to enter into this Agreement;
7.2 it shall pay the Fees set out in schedule 3; and
7.3 it shall not exceed the scope of the Agreement.

8. Indemnity

- 8.1 The Assignor shall indemnify and hold harmless the Assignee against any claim, loss, damage or expense arising, directly or indirectly, from any breach or non-performance by the Assignor of any of its obligations under this Agreement.
- 8.2 The Indemnity in respect of the Assignor shall:
- 8.2.1 notify the Assignee of any claim, loss or damage;
- 8.2.2 consult with the Assignee in relation to any such matter;
- 8.2.3 make no agreement for the payment of any sum without the prior written agreement of the Assignee, such agreement not to be unreasonably withheld.
- 8.3 The Assignee shall indemnify and hold harmless the Assignor against any claim, loss, damage or expense arising, directly or indirectly, from any breach or non-performance by the Assignee of any of its obligations under this Agreement.
- 8.4 The Indemnity in respect of the Assignee shall:
- 8.4.1 notify the Assignor of any claim, loss or damage;
- 8.4.2 consult with the Assignor in relation to any such matter;
- 8.4.3 make no agreement for the payment of any sum without the prior written agreement of the Assignee, such agreement not to be unreasonably withheld.

9. Assignment of Agreement

The Assignee shall have the right to assign, transfer, sub-contract, or in any other manner make over to any third party all or part of its rights and/or burden of this Agreement

without the prior written con

10. Notices

10.1 All notices under th
if signed by the Par
as appropriate.

10.2 Notices shall be de

10.2.1 when delive
registered m

10.2.2 when sent,
transmission

10.2.3 on the fifth
ordinary mai

10.2.4 on the tent
postage pre

10.3 All notices under
address, e-mail add

writing and be deemed duly given
by a duly authorised officer thereof,

given:

ier or other messenger (including
business hours of the recipient; or

mile or e-mail and a successful
s generated; or

g mailing, if mailed by national

g mailing, if mailed by airmail,

e addressed to the most recent
r notified to the other Party.

11. Force Majeure

Neither Party to this Agree
their obligations where suc
reasonable control of that
failure, Internet Service F
storms, earthquakes, acts
event that is beyond the co

any failure or delay in performing
from any cause that is beyond the
ude, but are not limited to: power
al action, civil unrest, fire, flood,
governmental action or any other
tion.

12. No Waiver

The Parties agree that no
provision in this Agreeeme
enforce that provision or ar
be deemed to be a waive
constitute a continuing wai

to enforce the performance of any
liver of the right to subsequently
Agreement. Such failure shall not
subsequent breach and shall not

13. Severance

The Parties agree that, i
Agreement is found to be
provisions shall be deeme
remainder of this Agreeeme

or more of the provisions of this
erwise unenforceable, that / those
remainder of this Agreement. The
rceable.

14. Law and Jurisdiction

14.1 This Agreement (inc
therefrom or assoc

ual matters and obligations arising
e governed by, and construed in

accordance with, the
14.2 Any dispute, contro
this Agreement (inc
therefrom or associ
of England and Wal

ales.

aim between the Parties relating to
ual matters and obligations arising
within the jurisdiction of the courts

IN WITNESS WHEREOF this Ag
before written

executed the day and year first

SIGNED by
<<Name and Title of person signing
for and on behalf of <<Assignor's l

In the presence of
<<Name & Address of Witness>>

SIGNED by
<<Name and Title of person signing
for and on behalf of <<Assignee's l

In the presence of
<<Name & Address of Witness>>

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The Trade Mark(s)

[Registered Trade Mark(s)]

<<insert full and precise details of the trade mark(s) to be assigned under this Agreement>>]

[Unregistered Trade Mark(s)]

<<insert full and precise details of the unregistered trade mark(s) to be assigned under this Agreement>>]

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