

DATED _____

(1) <<Name of Assignor>>

(2) <<Name of Assignee>>

PATENT 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 patent(s) detailed in Schedule 1 (the "Patent(s)")
- (2) The Assignee wishes to acquire the Patent(s) by way of an assignment.
- (3) The Assignor wishes to assign the Patent(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 Patent(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;
 - 1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule; and

1.2.6 a "Party" or [REDACTED] parties to this Agreement.

- 1.3 The headings used herein are for convenience only and shall have no effect upon the interpretation of the provisions hereof.
- 1.4 Words imparting the singular shall include the plural and vice versa.

2. Assignment

Subject to the timely payment by Assignor of all amounts due to Assignee in accordance with Clause 3, the Assignor hereby assigns to Assignee [unlimited] OR [limited] title guarantee] all rights, title and interest in and to the [] described above, including, but not limited to:

- | | |
|-----|---|
| 2.1 | the right to bring a claim for infringement of the Agreement; |
| 2.2 | [all other intellectual property rights existing in the Patents(s) including, but not limited to, copyright] |
| 2.3 | [the full entitlement under the Patent(s) comprising all the claims comprised in the Patent(s) and to all remedies available in respect thereof;] |
| 2.4 | [the right to apply for or any other form of registered protection for any aspect of the Invention disclosed in the Patent(s) including, but not limited to, the right to sue for infringement in respect to the same.] |

3. Fee and Payment

- | | |
|-----|--|
| 3.1 | The Assignee shall pay to the Assignor the Fee of £<< >> in consideration for the assignment of the <<insert description of the assignment>>. |
| 3.2 | The Fee shall be [insert amount] of any value added tax or other tax payable on the assignment under this Agreement. |
| 3.3 | [The Assignor shall pay to the Assignee the Fee on or before <<insert date>>. The Assignor shall deliver to the Assignee the invoice for the Fee.] or hereby acknowledges receipt of the Fee.] |

4. Proceedings

- | | | |
|---|---|---|
| <p>4.1 The Assignor shall provide the Assignee with reasonable assistance in relation to any claim which may be brought by the Assignee in accordance with sub-Clause 2.1 or be brought against the Assignee or its agent(s).</p> | <p>4.2 [The Assignee shall be responsible for any reasonable costs or expenses (including legal costs) incurred by the Assignor in providing assistance under this Clause 4.]</p> | <p>4.3 The rights under sub-Clause 2.1 shall apply notwithstanding the provisions of this Clause 4 shall not be subject to the Assignor under Clause 6.</p> |
|---|---|---|

5. Further Assistance

- 5.1 Subject to receipt [REDACTED] [REDACTED] shall provide all reasonable

S

A

M

P

L

E

assistance that may

by the Assignee in order to:

5.1.1 perfect or complete the Patent(s) limited to, perfect or complete the Patent(s) vest the Patent(s) in the Assignee;

of the Patent(s) including, but not limited to, perfect or complete the Patent(s) executing all documents required to perfect or complete the Patent(s) associated rights in the Assignee;

5.1.2 give the Assignee the benefit of this Agreement;

this Agreement;

5.1.3 [assist the Assignee in taking legal action against third parties in respect of the Patent(s);]

[assist the Assignee in taking legal action against third parties in respect of the Patent(s);]

5.1.4 [assist the Assignee in defending any legal proceedings brought by third parties against the use of the Patent(s) by the Assignee [or the Assignor];]

[assist the Assignee in defending any legal proceedings brought by third parties against the use of the Patent(s) by the Assignee [or the Assignor];]

5.2 The Assignee shall bear the cost of any reasonable costs or expenses (including legal fees) incurred by the Assignor in complying with the requests of the Assignee under clause 5.1.

nor for any reasonable costs or expenses (including legal fees) incurred by the Assignor in complying with the requests of the Assignee under clause 5.1.

5.3 [Within <<insert period of time>> of the date of the Assignee originating the correspondence, documents or communications, the Assignor shall deliver up to the Assignee (if the same are not available) of any and all legal advice which relates to:

Within <<insert period of time>> of the date of the Assignee originating the correspondence, documents or communications, the Assignor shall deliver up to the Assignee (if the same are not available) of any and all legal advice which relates to:

5.3.1 the creation of the Patent(s);

ownership of the Patent(s); or

5.3.2 any and all patents or patent applications owned by the Assignor or of which the Assignor or an Affiliate is a co-owner;

the Patent(s) where the same are owned by the Assignor or of which the Assignor or an Affiliate is a co-owner;

5.3.3 any ongoing or potential litigation within the period of <<insert period of time>> of the date of the Assignee originating the correspondence, documents or communications, the Assignor shall deliver up to the Assignee (if the same are not available) of any and all legal advice which relates to:

6. Assignor's Warranties

6.1 The Assignor hereby warrants that:

that:

6.1.1 the Patent(s) is/are owned by the Assignor and the Assignor has the right to assign it/them absolutely to the Assignee;

the Patent(s) is/are owned by the Assignor and the Assignor has the right to assign it/them absolutely to the Assignee;

6.1.2 the Patent(s) is/are not subject to any assignment to the Assignee under this Agreement and the assignment to the Assignee is/are fully enforceable by the Assignor;

the Patent(s) is/are not subject to any assignment to the Assignee under this Agreement and the assignment to the Assignee is/are fully enforceable by the Assignor;

6.1.3 no third party has any interest in the Patent(s) nor has the Assignor claimed the Patent(s) as of the Effective Date;

no third party has any interest in the Patent(s) nor has the Assignor claimed the Patent(s) as of the Effective Date;

6.1.4 to the best of the Assignor's knowledge and belief [after due and diligent enquiry], the Patent(s) is/are free from any and all charges and encumbrances as of the Effective Date;

and belief [after due and diligent enquiry], the Patent(s) is/are free from any and all charges and encumbrances as of the Effective Date;

6.1.5 to the best of the Assignor's knowledge and belief [after due and diligent enquiry], the Patent(s) is/are not being infringed (nor threatened to be infringed) as of the Effective Date;

and belief [after due and diligent enquiry], the Patent(s) is/are not being infringed (nor threatened to be infringed) as of the Effective Date;

6.1.6 to the best of the Assignor's knowledge and belief [after due and diligent enquiry], no third party has any interest in the Patent(s) at any time [within a period of <<insert period of time>> of the Effective Date]; and

and belief [after due and diligent enquiry], no third party has any interest in the Patent(s) at any time [within a period of <<insert period of time>> of the Effective Date]; and

6.1.7 nothing in the Patent(s) is/are abusive, indecent, obscene, illegal, discriminatory and nothing in the Patent(s) is/are in violation of any law or statutory rights of any third party.

abusive, indecent, obscene, illegal, discriminatory and nothing in the Patent(s) is/are in violation of any law or statutory rights of any third party.

S

6.2 The Assignor gives the Assignee the benefit of the Patent(s) and makes any representations beyond those detailed in sub-clause 6.1 in relation to the Patent(s) and any other matters arising out of the Patent(s).

6.3 The Assignor hereby represents and warrants that, in entering into this Agreement, it does not rely on any representation or undertaking other than those expressly set out in this Agreement and it hereby waives any claim for breach of any representation or undertaking contained in this Agreement as a warranty, save for the warranty set out in sub-clause 6.1.

A

7. Assignee's Warranties

7.1 The Assignee hereby represents and warrants that:

7.1.1 it has the right to enter into this Agreement;

7.1.2 it shall pay the Assignor the fee set out in Clause 3; and

7.1.3 it shall not exercise its rights under the Patent(s) by this Agreement.

7.2 The Assignee hereby represents and warrants that, in entering into this Agreement, it does not rely on any representation or undertaking other than those expressly set out in this Agreement and it hereby waives any claim for breach of any representation or undertaking contained in this Agreement as a warranty, save for the warranty set out in sub-clause 7.1.

M

8. Indemnity

8.1 The Assignor shall indemnify and hold the Assignee harmless against any claim, loss, damage or expense (including legal costs or expenses howsoever incurred) arising, directly or indirectly, from any breach or non-performance by the Assignor of any representation or undertaking contained in this Agreement.

8.2 The Indemnity in sub-clause 8.1 shall be provided that in all cases the Assignee shall:

8.2.1 notify the Assignor of the claim, loss, damage or expense as soon as is reasonably possible of any claim, loss or damage;

8.2.2 consult with the Assignor as to the action to be taken in dealing with the claim, loss, damage or expense;

8.2.3 make no agreement with any third party for the payment of any sum in respect of the claim, loss, damage or expense without the prior written agreement of the Assignor, such agreement not to be unreasonably withheld.

8.3 The Assignee shall indemnify and hold the Assignor harmless against any claim, loss, damage or expense (including legal costs or expenses howsoever incurred) arising, directly or indirectly, from any breach or non-performance by the Assignee of any representation or undertaking contained in this Agreement.

8.4 [The Assignee shall indemnify and hold the Assignor harmless against any claim, loss, damage or expense (including legal costs or expenses howsoever incurred) arising, directly or indirectly, from its use of the Patent(s) including, but not limited to, making, using, selling, offering for sale or other dealing in any product made under the Patent(s).

P

L
E

- 8.5 The [Indemnities in sub-Clause 8.3] shall apply provided that the Assignor shall:
- 8.5.1 notify the Assignee as soon as reasonably possible of any claim, loss or damage;
 - 8.5.2 consult with the Assignee on any action to be taken in dealing with any such matter;
 - 8.5.3 make no agreement with any third party 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 consent of the Assignor.

10. Notices

- 10.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by the Party to whom they are addressed by a duly authorised officer thereof, as appropriate.
- 10.2 Notices shall be deemed to have been duly given:
 - 10.2.1 when delivered by hand to the recipient or other messenger (including a courier) during business hours of the recipient; or
 - 10.2.2 when sent, by post, fax, e-mail or e-mail and a successful transmission is generated; or
 - 10.2.3 on the fifth business day following mailing, if mailed by national ordinary mail; or
 - 10.2.4 on the tenth business day following mailing, if mailed by airmail, provided that postage prepaid.
- 10.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address or fax number notified to the other Party.

11. Force Majeure

Neither Party to this Agreement shall be liable for any failure or delay in performing its obligations where such failure or delay is caused by any cause that is beyond the reasonable control of that Party. Such causes shall include, but are not limited to: power failure, Internet Service Provider failure, civil action, civil unrest, fire, flood, storms, earthquakes, acts of God, war, terrorism, governmental action or any other event that is beyond the control of the Party.

12. No Waiver

The Parties agree that no failure to enforce the performance of any provision in this Agreement shall constitute a waiver of the right to subsequently enforce that provision or any other provision of this Agreement. Such failure shall not

be deemed to be a waiver and shall not constitute a continuing waiver.

subsequent breach and shall not

13. Severance

The Parties agree that, if any provision of this Agreement is found to be unenforceable, the remaining provisions shall be deemed enforceable and the remainder of this Agreement shall survive.

or more of the provisions of this Agreement are otherwise unenforceable, that / those provisions shall nevertheless remain enforceable. The remainder of this Agreement. The enforceable.

14. Law and Jurisdiction

14.1 This Agreement (including any amendments thereto) shall be governed by, and construed in accordance with, the law of England and Wales.

ual matters and obligations arising hereunder shall be governed by, and construed in accordance with, the law of England and Wales.

14.2 Any dispute, controversy or claim between the Parties relating to this Agreement (including any amendments thereto) shall be referred to and finally decided by the courts of England and Wales.

claim between the Parties relating to this Agreement shall be referred to and finally decided by the courts of England and Wales within the jurisdiction of the courts of England and Wales.

IN WITNESS WHEREOF this Agreement has been executed and signed by the Parties before written

executed the day and year first

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

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

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

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

The Patent(s)

<<insert full and precise details of the Patent(s) granted under this Agreement>>

S

A

M

P

L

E