

DEBT ASSIGNMENT AGREEMENT

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This Debt Assignment Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[ASSIGNOR LEGAL NAME], a [STATE] [ENTITY TYPE / individual] with its principal place of business or residence at [ASSIGNOR ADDRESS] (the "**Assignor**"); and

[ASSIGNEE LEGAL NAME], a [STATE] [ENTITY TYPE / individual] with its principal place of business or residence at [ASSIGNEE ADDRESS] (the "**Assignee**").

The Assignor and the Assignee are each a "**Party**" and together the "**Parties**." The person obligated on the debt being assigned is referred to as the "**Debtor**."

Recitals. The Debtor owes the Assignor a debt arising under [DESCRIBE THE UNDERLYING INSTRUMENT, e.g. a promissory note, loan agreement, or invoice dated [DATE]] in the outstanding amount of [AMOUNT] as of [DATE] (the "**Assigned Debt**"). The Assignor wishes to assign, and the Assignee wishes to acquire, all of the Assignor's right, title, and interest in the Assigned Debt on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Assignment of the Debt

1.1 Assignment. The Assignor irrevocably assigns, transfers, and conveys to the Assignee all of the Assignor's right, title, and interest in and to the Assigned Debt, including the right to receive all payments of principal, interest, fees, and other amounts owed by the Debtor.

1.2 Related rights. The assignment includes all of the Assignor's rights to enforce and collect the Assigned Debt, all related guarantees, security interests, liens, and collateral, and all books and records relating to the Assigned Debt, each as described on **Schedule A**.

1.3 Description of the debt. The principal balance, accrued interest, interest rate, payment schedule, maturity, and a copy or summary of the underlying instrument are set out on **Schedule A**.

2. Consideration

2.1 Purchase price. In consideration of the assignment, the Assignee will pay the Assignor [AMOUNT] (the "**Purchase Price**").

2.2 Payment of purchase price. The Assignee will pay the Purchase Price [IN FULL ON THE EFFECTIVE DATE / ACCORDING TO THE SCHEDULE ON SCHEDULE B] by [ACH / WIRE / CHECK] to the account the Assignor designates in writing.

2.3 Recourse. Unless Schedule B states otherwise, this assignment is made [WITHOUT RECOURSE / WITH LIMITED RECOURSE AS DESCRIBED ON SCHEDULE B], meaning the Assignor [does not / does, to the

stated extent] guarantee the Debtor's payment of the Assigned Debt.

3. Representations and Warranties of the Assignor

3.1 Ownership. The Assignor owns the Assigned Debt free and clear of all liens, claims, and encumbrances, and has full right and authority to assign it.

3.2 Validity of the debt. To the Assignor's knowledge, the Assigned Debt is a valid and enforceable obligation of the Debtor, and the amount stated on Schedule A is accurate as of the date shown.

3.3 No prior assignment. The Assignor has not previously assigned, pledged, or encumbered the Assigned Debt or any part of it.

3.4 No defenses known. To the Assignor's knowledge, the Debtor has no defenses, setoffs, or counterclaims against the Assigned Debt except as disclosed on **Schedule C**.

3.5 Authority. The Assignor has full power and authority to enter into and perform this Agreement, and this Agreement is a valid and binding obligation of the Assignor.

4. Representations and Warranties of the Assignee

4.1 Authority. The Assignee has full power and authority to enter into and perform this Agreement, and this Agreement is a valid and binding obligation of the Assignee.

4.2 Independent evaluation. The Assignee has had the opportunity to review the underlying instrument and the information on the Schedules and is acquiring the Assigned Debt based on its own evaluation, except as to the express warranties of the Assignor in Section 3.

4.3 Collection compliance. The Assignee will comply with all applicable laws in collecting the Assigned Debt, including any applicable debt-collection, licensing, usury, and consumer-protection laws of the relevant jurisdiction.

5. Notice to the Debtor

5.1 Notice obligation. Promptly after the Effective Date, the **[ASSIGNOR / ASSIGNEE]** will give the Debtor written notice of the assignment, directing the Debtor to make all future payments to the Assignee at the address or account stated in the notice.

5.2 Continued payments to Assignor. If the Assignor receives any payment on the Assigned Debt after the Effective Date, it will hold that payment in trust for the Assignee and promptly remit it to the Assignee.

5.3 Cooperation. The Assignor will reasonably cooperate with the Assignee to confirm the assignment to the Debtor and to deliver original instruments and records relating to the Assigned Debt.

6. Further Assurances and Power of Attorney

6.1 Further assurances. The Assignor will execute and deliver such further documents and take such further actions as the Assignee reasonably requests to vest the Assigned Debt and related rights in the Assignee and to perfect any related security interest.

6.2 Limited power of attorney. The Assignor appoints the Assignee as its attorney-in-fact, effective on the Effective Date, solely to endorse instruments and execute documents reasonably necessary to enforce and collect the Assigned Debt, to the extent permitted by applicable law.

7. Indemnification

7.1 By the Assignor. The Assignor will indemnify the Assignee against losses arising from a breach of the Assignor's representations or covenants in this Agreement, including any claim that the Assigned Debt was not validly owned or was previously assigned.

7.2 By the Assignee. The Assignee will indemnify the Assignor against losses arising from the Assignee's collection of the Assigned Debt after the Effective Date, including any claim that the Assignee violated applicable collection laws.

7.3 Procedure. The indemnified Party will give prompt written notice of any claim, allow the indemnifying Party to control the defense, and provide reasonable cooperation.

8. General Provisions

8.1 Governing law and venue. This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

8.2 Dispute resolution. Before filing suit, the Parties will attempt in good faith to resolve any dispute through discussion within [NUMBER] days of written notice. [OPTIONAL: arbitration clause — discuss with counsel.]

8.3 Assignment. The Assignee may further assign its rights under this Agreement and in the Assigned Debt. The Assignor may not assign its obligations without the Assignee's prior written consent.

8.4 Survival. The representations, warranties, and indemnities in this Agreement survive the Effective Date and the payment of the Purchase Price.

8.5 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

8.6 Entire agreement; amendment. This Agreement, together with its Schedules, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

8.7 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

8.8 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ASSIGNOR

ASSIGNEE

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE / N/A]

Title: [TITLE / N/A]

Date: _____

Date: _____

Acknowledgment by Debtor (optional). The undersigned Debtor acknowledges the assignment described above and agrees to direct future payments to the Assignee.

DEBTOR

Signature: _____

Printed name: **[NAME]**

Title: **[TITLE / N/A]**

Date: _____

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