

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your situation, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

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

[ASSIGNOR LEGAL NAME], [a [STATE] [ENTITY TYPE] / an individual] with an address at [ASSIGNOR ADDRESS] (the "**Assignor**"); and

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

The Assignor and the Assignee are each a "**Party**" and together the "**Parties**."

Recitals. The Assignor has created or contributed to certain intellectual property, and the Assignee wishes to acquire all rights in that intellectual property. The Assignor is willing to assign those rights on the terms below. In consideration of [the compensation described in Section 3 / the Assignor's employment or engagement / other good and valuable consideration], the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

1. Definitions

1.1 Assigned IP. "**Assigned IP**" means the intellectual property described in [Exhibit A / the following: [DESCRIBE THE WORK, INVENTIONS, OR MATERIALS]], including all related inventions, works of authorship, designs, software, data, documentation, know-how, and improvements, together with all embodiments and tangible expressions of the foregoing.

1.2 Intellectual Property Rights. "**Intellectual Property Rights**" means all worldwide rights in and to patents and patent applications, copyrights and works of authorship, trademarks and trade dress, trade secrets, mask works, database rights, moral rights, and all other intellectual or industrial property rights, together with all registrations, applications, renewals, and the right to sue for and collect damages for past, present, and future infringement.

1.3 Moral Rights. "**Moral Rights**" means rights of attribution, integrity, and any similar rights existing under the laws of any jurisdiction.

2. Assignment of Rights

2.1 Present assignment. The Assignor hereby irrevocably assigns and transfers to the Assignee, and the Assignee accepts, all of the Assignor's right, title, and interest in and to the Assigned IP and all Intellectual Property Rights in it, throughout the world, in perpetuity.

2.2 Works made for hire. To the extent any Assigned IP qualifies as a "work made for hire" under applicable copyright law, it is deemed a work made for hire and is owned by the Assignee. To the extent it does not so

qualify, it is assigned under Section 2.1.

2.3 Waiver of Moral Rights. To the maximum extent permitted by applicable law, the Assignor waives and agrees not to assert any Moral Rights in the Assigned IP against the Assignee or its licensees and successors.

2.4 No retained rights. The Assignor retains no right, license, or interest in the Assigned IP except as expressly stated in this Agreement.

3. Consideration

3.1 Payment. In consideration of this assignment, the Assignee will pay the Assignor **[AMOUNT AND CURRENCY, or describe other consideration such as employment, equity, or a one-time fee]**, payable **[ON THE EFFECTIVE DATE / AS FOLLOWS: [SCHEDULE]]**.

3.2 Sole consideration. The consideration in this Section is full and complete payment for the assignment, and the Assignor is entitled to no royalties or further payment unless a separate written agreement provides otherwise.

4. Representations and Warranties

4.1 Ownership. The Assignor represents that it owns the Assigned IP free of liens and encumbrances and has full right and authority to assign it.

4.2 Originality. The Assignor represents that, to its knowledge, the Assigned IP is original to the Assignor and does not infringe the Intellectual Property Rights of any third party.

4.3 No conflicting grants. The Assignor represents that it has not previously assigned, licensed, or otherwise transferred any rights in the Assigned IP that conflict with this assignment.

4.4 No third-party materials. Except as disclosed in writing to the Assignee, the Assigned IP does not incorporate third-party materials that would require a license for the Assignee to use, reproduce, or distribute the Assigned IP.

5. Further Assurances

5.1 Cooperation. The Assignor will, at the Assignee's reasonable request and expense, sign documents and take actions the Assignee reasonably needs to record, perfect, maintain, and enforce its rights in the Assigned IP, including patent, copyright, and trademark filings.

5.2 Power of attorney. If the Assignor fails or is unable to act after a reasonable request, the Assignor irrevocably appoints the Assignee as its attorney-in-fact, solely to execute and file documents necessary to perfect the Assignee's rights in the Assigned IP. This power is coupled with an interest.

6. Delivery and Confidentiality

6.1 Delivery. On or before the Effective Date, the Assignor will deliver to the Assignee all tangible materials embodying the Assigned IP, including files, source code, designs, and documentation in the Assignor's possession or control.

6.2 Confidentiality. The Assignor will keep confidential and not use or disclose any trade secrets or other confidential information within or relating to the Assigned IP, except as authorized by the Assignee in writing.

7. Indemnification

7.1 **By Assignor.** The Assignor will indemnify the Assignee against losses arising from a breach of the Assignor's representations and warranties in Section 4, subject to any limitations the Parties agree in writing.

7.2 **Procedure.** The Assignee will give the Assignor prompt written notice of any claim, allow the Assignor to participate in the defense, and provide reasonable cooperation at the Assignor's expense.

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 **Assignment.** The Assignee may assign this Agreement and the Assigned IP. The Assignor may not assign this Agreement without the Assignee's prior written consent.

8.3 **Severability.** If any provision is unenforceable, a court may modify it to the minimum extent necessary to make it enforceable, and the remaining provisions stay in effect.

8.4 **Waiver.** A Party's failure to enforce a provision is not a waiver of that or any other provision.

8.5 **Entire agreement; amendment.** This Agreement, including any exhibits, is the entire agreement between the Parties on its subject and supersedes prior understandings on that subject. It may be amended only in a writing signed by both Parties.

8.6 **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 OR N/A]	Title: [TITLE]
Date: _____	Date: _____

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.