

NOTICE OF ASSIGNMENT

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This Notice of Assignment (this "**Notice**") is given as of [DATE] by [ASSIGNOR LEGAL NAME], of [ASSIGNOR ADDRESS] (the "**Assignor**"), and [ASSIGNEE LEGAL NAME], of [ASSIGNEE ADDRESS] (the "**Assignee**"), to [OBLIGOR / COUNTERPARTY LEGAL NAME], of [OBLIGOR ADDRESS] (the "**Obligor**"), regarding the assignment of the Assignor's rights under the contract described below (the "**Assigned Contract**").

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

Recitals. The Assignor and the Obligor are parties to the Assigned Contract. The Assignor has assigned, or is assigning, certain of its rights under the Assigned Contract to the Assignee. The purpose of this Notice is to inform the Obligor of that assignment, to direct the Obligor where and how to perform going forward, and to create a clear record of the change. In consideration of the matters set out below, the Parties give and acknowledge this Notice as follows.

1. The Assigned Contract and the Parties

1.1 The Assigned Contract. This Notice concerns the [NAME OF CONTRACT, e.g. "Supply Agreement" / "Lease" / "Promissory Note" / "Services Agreement"] dated [CONTRACT DATE] between the Assignor and the Obligor, as amended (the "Assigned Contract").

1.2 Identifiers. The Assigned Contract is further identified by: [ACCOUNT NUMBER / INVOICE NUMBER(S) / PROPERTY ADDRESS / OTHER REFERENCE].

1.3 Assignor. The Assignor is the original holder of the rights being assigned and a party to the Assigned Contract.

1.4 Assignee. The Assignee is the person or entity to whom the rights under the Assigned Contract have been assigned.

1.5 Obligor. The Obligor is the party to the Assigned Contract that owes performance (such as payment or delivery) and that is the recipient of this Notice.

2. Notice of the Assignment

2.1 Fact of assignment. The Assignor hereby gives notice that, effective as of [ASSIGNMENT EFFECTIVE DATE] (the "**Assignment Date**"), the Assignor assigned to the Assignee the rights described in Section 3 under the Assigned Contract, pursuant to an assignment agreement between the Assignor and the Assignee (the "**Assignment Agreement**").

2.2 Authority of the Assignor. The Assignor represents that it had the right to make the assignment and that the assignment does not, to the Assignor's knowledge, violate the Assigned Contract or applicable law.

2.3 Joinder of the Assignee. The Assignee joins in this Notice to confirm that it has accepted the assignment of the rights described in Section 3 and is entitled to receive performance accordingly.

2.4 Consent (if required). If the Assigned Contract requires the Obligor's consent to assignment, that consent **[has been obtained and is attached as Exhibit A / is requested below in Section 6]**.

3. Scope of What Is Assigned

3.1 Rights assigned. The Assignor has assigned to the Assignee the following rights under the Assigned Contract: **[DESCRIBE, e.g. "the right to receive all payments," "all of the Assignor's right, title, and interest," "the receivables listed in Exhibit B," or "the Assignor's rights but not its obligations"]**.

3.2 Obligations. Unless expressly stated, the Assignor's obligations under the Assigned Contract **[remain with the Assignor / have been delegated to and assumed by the Assignee as described in the Assignment Agreement]**. The Obligor's obligations under the Assigned Contract are unchanged except as to the party entitled to performance.

3.3 No change to terms. Except for the identity of the party entitled to receive performance, this assignment does not modify the terms of the Assigned Contract. All defenses, set-offs, and rights the Obligor has under the Assigned Contract are preserved to the extent provided by applicable law.

3.4 Excluded rights. The following rights are **not** assigned and remain with the Assignor: **[LIST OR "NONE"]**.

4. Direction to the Obligor

4.1 Perform to the Assignee. From and after the Assignment Date, the Obligor is directed to render all performance covered by the assigned rights — including all payments — to the Assignee, and not to the Assignor, until the Obligor receives written notice signed by the Assignee directing otherwise.

4.2 Payment instructions. Payments should be made as follows: **[PAYEE NAME / ADDRESS / BANK NAME / ACCOUNT AND ROUTING NUMBERS / ONLINE PORTAL / REFERENCE TO INCLUDE]**.

4.3 Effect of payment. Payment or performance made to the Assignee in accordance with this Notice fully discharges the Obligor's corresponding obligation under the Assigned Contract to the same extent as if made to the Assignor.

4.4 Payments already made. Any payment the Obligor made to the Assignor before receiving this Notice is unaffected, and the Assignor and Assignee will resolve between themselves the allocation of any such amounts.

5. Representations, Records, and Continuing Effect

5.1 Accuracy. The Assignor and the Assignee each represent that the information in this Notice about the Assigned Contract and the assignment is accurate to the best of its knowledge.

5.2 Records and inquiries. The Obligor may direct questions about the assignment, including requests to verify it, to: **[ASSIGNEE CONTACT NAME, PHONE, EMAIL]**. The Assignee will provide reasonable evidence of the assignment on request.

5.3 No release of the Assignor's representations. This Notice does not release any representation or warranty the Assignor made to the Obligor or the Assignee under the Assigned Contract or the Assignment Agreement.

5.4 Binding effect. This Notice binds and benefits the Parties and their respective successors and permitted assigns.

6. Acknowledgment and Consent of the Obligor

6.1 **Acknowledgment of receipt.** By signing below, the Obligor acknowledges that it has received this Notice and will direct future performance and payment to the Assignee in accordance with Section 4.

6.2 **Consent (if applicable).** To the extent the Assigned Contract requires the Obligor's consent, the Obligor [consents to / acknowledges] the assignment described in this Notice. [STRIKE IF CONSENT IS NOT REQUIRED.]

6.3 **Statement of account (optional).** Within [NUMBER, e.g. 10] days, the Obligor will provide the Assignee a statement of the current balance, amounts due, and any known disputes or defenses under the Assigned Contract.

7. General Provisions

7.1 **Governing law.** This Notice is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, and is subject to the governing-law provisions of the Assigned Contract.

7.2 **Notices.** Communications relating to this Notice must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

7.3 **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.

7.4 **Entire notice; amendment.** This Notice, with its exhibits and the Assignment Agreement, is the entire record of the matters it covers and may be amended only by a writing signed by the Assignor and the Assignee.

7.5 **Counterparts and electronic signature.** This Notice may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one document.

IN WITNESS WHEREOF, the Assignor and the Assignee have given this Notice of Assignment as of the date first written above. The Obligor signs below to acknowledge receipt and, where applicable, to consent.

ASSIGNOR	ASSIGNEE	OBLIGOR (ACKNOWLEDGMENT)
Signature: _____	Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE OR N/A]	Title: [TITLE OR N/A]	Title: [TITLE OR N/A]
Date: _____	Date: _____	Date: _____

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