

INVENTION ASSIGNMENT AGREEMENT

Party Names: _____

Effective Date: _____

Recitals:

WHEREAS, Assignor has or may have developed or conceived certain inventions, which may be patentable or otherwise protectable (collectively, the “Inventions”); and WHEREAS, Assignee desires to acquire all right, title and interest in and to the Inventions; and Assignor desires to assign such rights to Assignee.

1. Assignment of Inventions

Assignor hereby assigns and transfers to Assignee all rights, title, and interest in and to any and all Inventions, including but not limited to all patents, patent applications, copyrights, trade secrets, and any other intellectual property rights.

2. Disclosure of Inventions

Assignor agrees to disclose promptly in writing to Assignee all Inventions conceived or made, alone or jointly with others, during Assignor's engagement with Assignee or relating to Assignee's business or research.

3. Further Assurances

Assignor agrees to execute and deliver any documents and perform all acts reasonably necessary or desirable to assist Assignee in obtaining, maintaining, and enforcing patent, copyright, or other protection for the Inventions.

4. Representations and Warranties

Assignor represents and warrants that Assignor is the sole owner of the Inventions and has the full right and authority to assign the rights herein granted.

5. Confidentiality

Assignor agrees to hold confidential and not disclose any proprietary or confidential information related to the Inventions or Assignee's business.

6. No Obligation to Develop

Nothing herein obligates Assignor to develop or create any Invention.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State where Assignee's principal place of business is located, without regard to conflict of laws principles.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter and supersedes all prior agreements and understandings.

9. Amendments

Any amendments or modifications must be in writing and signed by both parties.

10. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

11. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

12. No Waiver

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

13. Assignment

Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party, except Assignee may assign to any successor entity.

14. Independent Legal Advice

Each party acknowledges that they have had the opportunity to seek independent legal advice regarding this Agreement.

15. Remedies

Assignor agrees that monetary damages may be inadequate and that Assignee shall be entitled to seek injunctive or equitable relief in case of breach.

16. No Conflicting Obligations

Assignor represents that the execution and performance of this Agreement does not violate any agreement with a third party.

17. Termination

This Agreement shall survive termination of any engagement or relationship between the parties with respect to the Inventions.

18. Headings

Headings are inserted for convenience only and shall not affect interpretation.

19. Waiver of Jury Trial

Each party hereby waives any right to trial by jury in any action arising out of or relating to this Agreement.

20. Signatures

The parties have executed this Agreement as of the Effective Date.

ASSIGNOR'S SIGNATURE

ASSIGNEE'S SIGNATURE

Signature: _____

Signature: _____

Original source of this document:

<https://docs-business.com/invention-assignment-agreement-template/>

Did you find this template helpful?

Find more updated templates at:

<https://docs-business.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.