

TRADEMARK ASSIGNMENT AGREEMENT

Location: _____ Date: _____

Assignor Information:

Full Name / Entity Name: _____

Address: _____

Contact Information: _____

Assignee Information:

Full Name / Entity Name: _____

Address: _____

Contact Information: _____

Trademark Information:

Trademark Name / Mark: _____

Registration Number(s): _____

Goods / Services Description: _____

Recitals:

WHEREAS, Assignor is the sole owner of all right, title, and interest in and to the Trademark(s) identified above, including the goodwill symbolized thereby; and WHEREAS, Assignor desires to assign and transfer to Assignee all right, title, and interest in and to the Trademark(s), together with all associated goodwill, under the terms set forth in this Agreement.

1. Assignment

Assignor hereby assigns, transfers, and conveys to Assignee all right, title, and interest in and to the Trademark(s) identified above, together with the goodwill of the business symbolized by the Trademark(s), free and clear of any liens, claims, or encumbrances.

2. Consideration

As full and complete consideration for this Assignment, Assignee agrees to pay Assignor the sum agreed by the parties, receipt and sufficiency of which Assignor hereby acknowledges.

3. Representations and Warranties of Assignor

Assignor represents and warrants that: (a) Assignor is the sole and exclusive owner of the Trademark(s); (b) the Trademark(s) are valid, subsisting, and enforceable; (c) Assignor has full right and authority to assign the Trademark(s); (d) the Trademark(s) are free and clear of any liens, claims, or encumbrances; and (e) there is no pending or threatened litigation or opposition relating to the Trademark(s). These representations and warranties survive closing.

4. Further Assurances

Assignor agrees to execute and deliver such further documents and take such actions as may be reasonably necessary or desirable to perfect, protect, and enforce Assignee's rights in the Trademark(s), including without limitation executing all necessary assignments, powers of attorney, and documents required by the United States Patent and Trademark

Office or other authorities.

5. Recordation

Assignee shall be responsible for recordation of the assignment with the United States Patent and Trademark Office and any other applicable governmental authorities. Assignor agrees to cooperate fully with Assignee in connection with such recordation.

6. Indemnification

Assignor shall indemnify, defend, and hold harmless Assignee against any claims, demands, liabilities, losses, damages, costs, or expenses arising out of any breach of Assignor's representations and warranties contained in this Agreement.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings, whether oral or written.

9. Amendments

No amendment or modification of this Agreement shall be valid or binding unless in writing and signed by both parties.

10. Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed to have the same legal effect as originals.

11. Severability

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

12. Waiver

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

13. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

14. Notices

Any notice required or permitted by this Agreement shall be in writing and shall be deemed effective upon delivery when delivered personally, by nationally recognized overnight courier, certified mail, or by electronic means confirmed by recipient.

15. No Third Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and assigns and nothing herein shall confer any rights upon any other person or entity.

ASSIGNOR'S SIGNATURE

ASSIGNEE'S SIGNATURE

Signature: _____

Signature: _____

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