

Dated

TRADE MARK DEED OF ASSIGNMENT

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[Name of C



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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

DATED

Between:

- 1. [NAME] of [ADDRESS] (the **Assignor**); and
- 2. [FULL COMPANY NAME], a company incorporated in England and Wales with company number [COMPANY NUMBER] and registered office at [ADDRESS] (the **Company**).

INTRODUCTION

A. The Assignor hereby assigns to the Company all of the rights in the Intellectual Property defined in Schedule 1 to this Deed, together with all of the rights in the Intellectual Property which are necessary to enable the Company to exploit the Intellectual Property in full. The Assignor agrees to execute all such documents as may be required to give effect to this assignment and to do all such things as may be necessary to enable the Company to exploit the Intellectual Property in full. The Assignor agrees to assign all of the rights in the Intellectual Property to the Company on the terms of this Deed.

AGREED TERMS

1 Interpretation

1.1 In this Deed, unless the context otherwise requires, the words and expressions shall have the meanings assigned to them in Schedule 2. The Deed shall be deemed to have been made on the date of the last of the terms mentioned in Schedule 2.

1.2 Encumbrances
The Assignor warrants that the Intellectual Property is free from all encumbrances, including but not limited to mortgages, charges, liens, trusts, title reservations, and any other rights or interests in the Intellectual Property, and that the Assignor has the full power and authority to assign the Intellectual Property to the Company.

Parties
The Assignor warrants that the Intellectual Property is not subject to any assignment or transfer of rights in the Intellectual Property, and that the Assignor is the sole and exclusive owner of the Intellectual Property.

Trade Mark
The Assignor warrants that the Intellectual Property is not subject to any registration or application for registration, and that the Assignor has the full power and authority to assign the Intellectual Property to the Company.

1.2 In this Deed, unless the context otherwise requires, the words and expressions shall have the meanings assigned to them in Schedule 2. The Deed shall be deemed to have been made on the date of the last of the terms mentioned in Schedule 2.

(a) The Assignor warrants that the Intellectual Property is free from all encumbrances, including but not limited to mortgages, charges, liens, trusts, title reservations, and any other rights or interests in the Intellectual Property, and that the Assignor has the full power and authority to assign the Intellectual Property to the Company.

(b) The Assignor warrants that the Intellectual Property is not subject to any assignment or transfer of rights in the Intellectual Property, and that the Assignor is the sole and exclusive owner of the Intellectual Property.

(c) The Assignor warrants that the Intellectual Property is not subject to any registration or application for registration, and that the Assignor has the full power and authority to assign the Intellectual Property to the Company.

(d) The Assignor warrants that the Intellectual Property is not subject to any registration or application for registration, and that the Assignor has the full power and authority to assign the Intellectual Property to the Company.

(e) The Assignor warrants that the Intellectual Property is not subject to any registration or application for registration, and that the Assignor has the full power and authority to assign the Intellectual Property to the Company.

- (i) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); and
- (ii) a company includes any company, corporation, partnership, limited liability partnership or other body corporate, wherever and however incorporated or established;



- (f) **include, including and in particular** are to be construed as illustrative and not so as to limit the sense of any words, definition, phrase or term preceding them;
- (g) **other** and **otherwise** are to be construed as illustrative and not so as to limit the sense of any words preceding them where a wider construction is possible;
- (h) reference to **writing** or **written** includes email unless otherwise stated; and
- (i) an obligation not to do something includes an obligation not to agree or allow that

1.3 Clauses otherwise requires

1.4 This do ing that any Party m

2 Assign

The Ass antee and free from an le Mark[s], includin

(a) nt to any

(b) nd

(c) s or actions in ng rights to

3 Warran

The Ass

(a)];

(b) erest in any of

(c) any third party

4 Further

4.1 The Ass e and at the Compar required is may be

4.2 The Ass assignor's name and on to all such things a by the full benefit of the p in writing

signed by any director of the Company or the Company Secretary that any instrument or act falls within the authority conferred by this Clause 4.2 shall be conclusive evidence that such is the case.

5 Costs

Save as provided otherwise in this Deed, each Party shall bear its own costs incurred in relation to the preparation, negotiation and performance of this Deed.

6 Third party rights

This Deed is made for the benefit of the Parties and is not intended to benefit, or be enforceable by, anyone else (including under the Contracts (Rights of Third Parties) Act 1999).

7 Counterparts

This Deed may be executed in any number of counterparts, each of which, when executed, shall be deemed to be a copy of the original and all of which together shall be deemed to constitute the original. Each party had

8 Govern

8.1 This Deed shall be governed by the law of England and Wales and the parties irrevocably and exclusively submit to the jurisdiction of the courts of England and Wales in connection with this Deed.

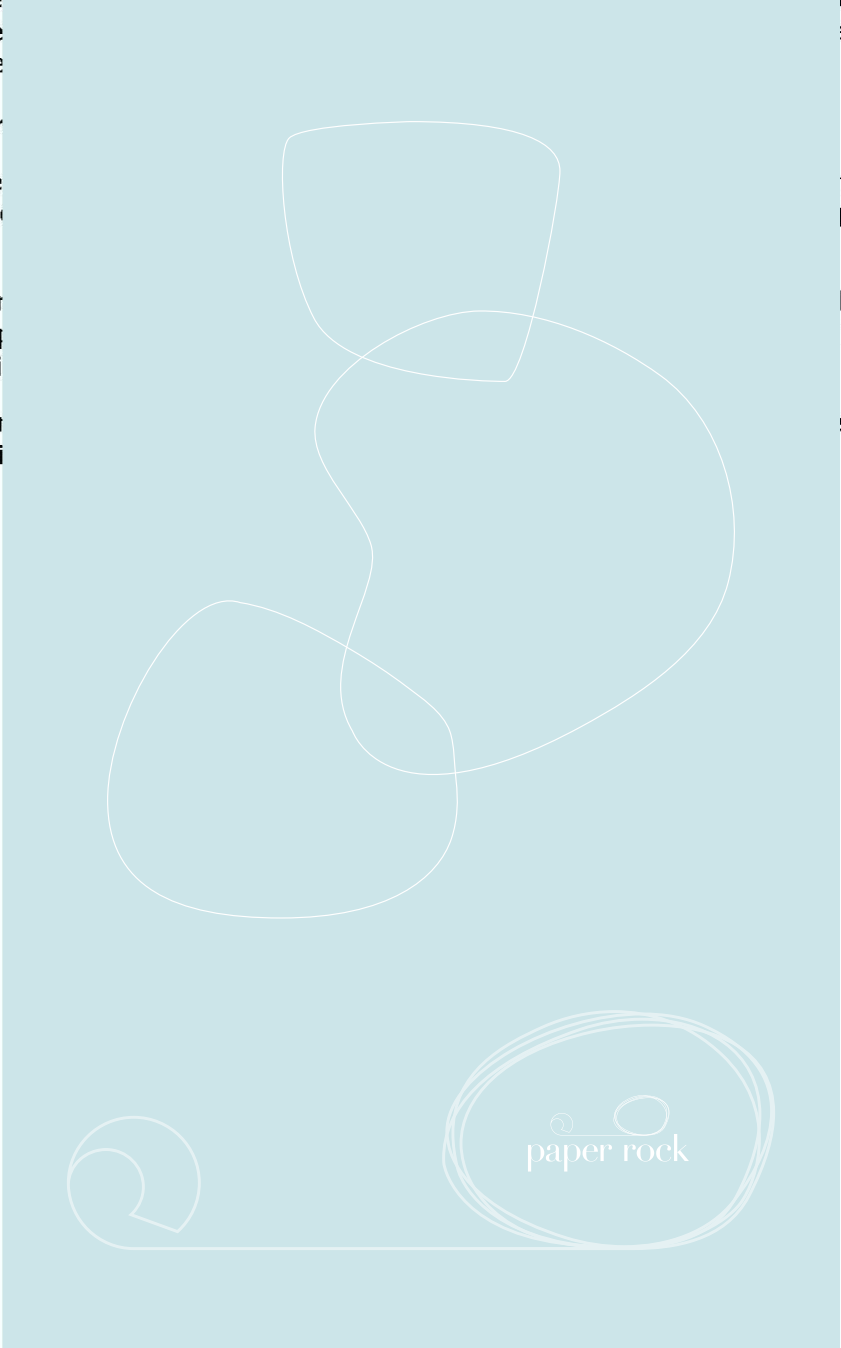
8.2 The Parties agree to submit to the jurisdiction of the courts of England and Wales in connection with this Deed.

In witness whereof the Parties have hereunto set their hands and seals at the beginning of this Deed.

(Contractual) governed by

jurisdiction to settle in connection

stated at the



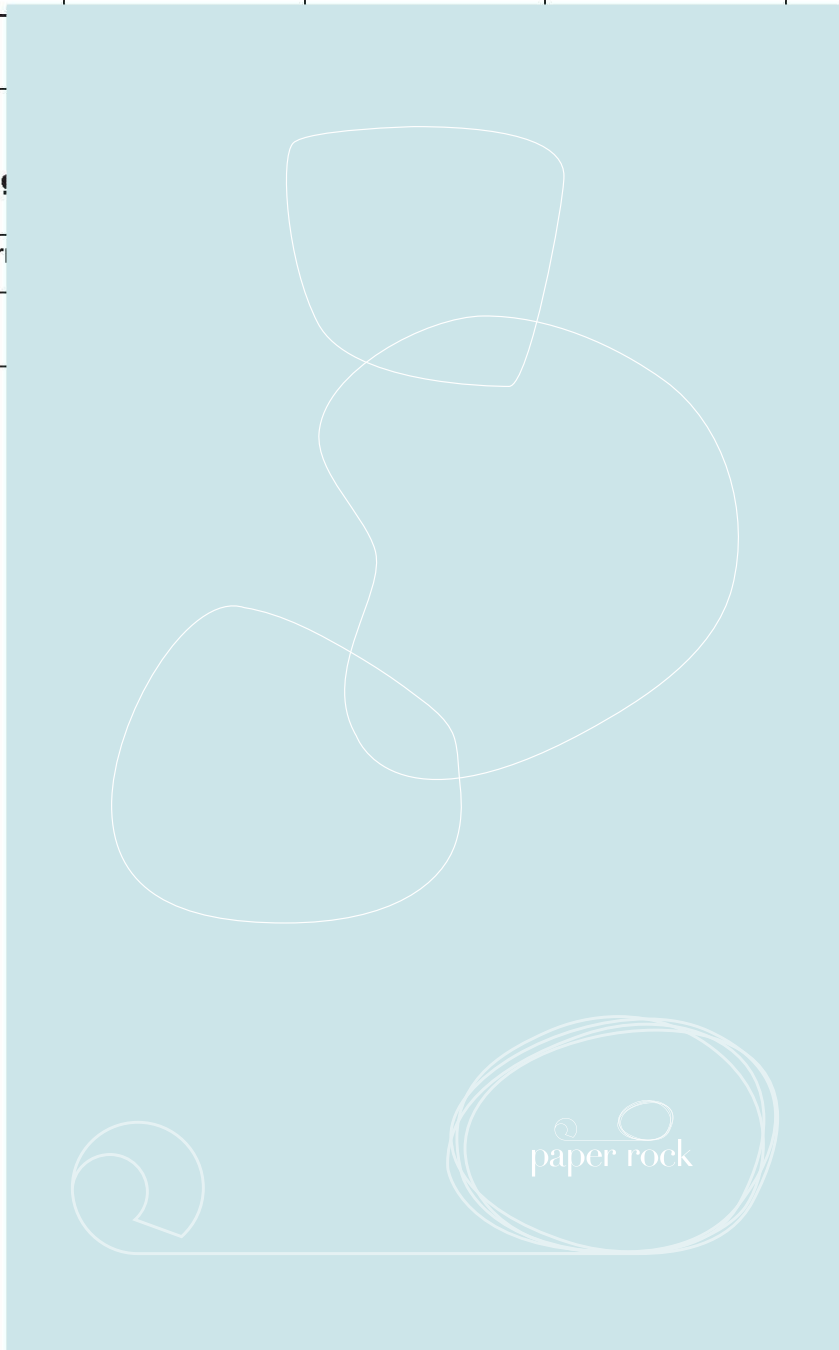
Schedule 1- Trade Mark[s]

Part 1 – Registered Trade Marks and Trade Mark applications

Country or territory	Mark	Registration or application number	Filing date or registration date	Classes

Part 2 – Unreg

Country or ter		services



[NAME OF ASSIGNOR]

Executed as a Deed by)
[NAME OF ASSIGNOR])
in the presence of)

Witness Signature _____

Witness Name

Witness Address

Witness Occupa

[NAME OF CO

Executed as a D
[NAME OF COM
acting by a dire

Witness Signatu

Witness Name

Witness Address

Witness Occupa

