

Dated

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

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[Name of C



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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

DATED

Between:

1. [FULL COMPANY NAME], a company incorporated in England and Wales with company number [NUMBER] and whose registered office is at [REGISTERED OFFICE ADDRESS] (the **Contractor**); and

2. [FULL COMPANY NAME], a company incorporated in England and Wales with company number [NUMBER] and whose registered office is at [REGISTERED OFFICE ADDRESS] (the **Company**).

INTRODUCTION

A. The Contractor and the Company, including their respective directors, officers, employees, agents, representatives, successors and permitted assigns, on behalf of the Contractor and the Company;

B. The Contractor and the Company, on behalf of the Parties that have entered into the Agreement.

AGREED TERMS

1 Interpretation

1.1 In this Deed, unless the context otherwise requires, the following definitions apply: **Agreement** means the Agreement for [DEED OF ASSIGNMENT];

Deed means this Deed of Assignment and any other deed or instrument in connection with the Agreement;

Development means any intellectual property created or otherwise developed by the Contractor or the Company under the Agreement or otherwise;

Encumbrance means any charge, mortgage, lien, retention, interest, security, or other encumbrance, whether or not having priority;

Intellectual Property means all rights in patents, trademarks, trade names, trade dress, trade secrets, know-how, and other intellectual property, including any rights in inventions, designs, and other intellectual property, whether or not registered, and whether or not in the public domain;

- (a) [REDACTED];
- (b) [REDACTED]; and
- (c) [REDACTED].

Parties means the parties to this Deed of Assignment, and includes that Party's personal representatives, successors and permitted assigns.

1.2 In this Deed:

- (a) reference to any statute or to any statutory provision includes a reference to any amendment, consolidation, replacement or re-enactment of such statute or statutory provision and includes any regulation or other subordinate legislation made from time to time under that statute or statutory provision;

- (b) reference to:
 - (i) the singular includes the plural and vice versa; and
 - (ii) any gender includes each other gender;
- (c) reference to a Clause or Schedule is a reference to the relevant Clause of, of Schedule to, this Deed;

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- (f)
- (g)
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4 Further assurance

4.1 The Contractor shall (at the reasonable request of the Company from time to time and at the Company's cost) execute and deliver such documents and do such other acts as may be required to give effect to this Deed.

4.2 The Contractor irrevocably appoints the Company to be the Assignor's agent in Contractor's name and on the Contractor's behalf to execute and/or sign all such instruments, and/or do

all such things and generally to use his name for the purpose of giving to the Company the full benefit of the provisions of this Clause 4. With respect to any third party, a certificate 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 this Deed.

6 Third party

This Deed shall be enforceable against the Parties (as defined in the Companies Act 1999).

7 Counterparts

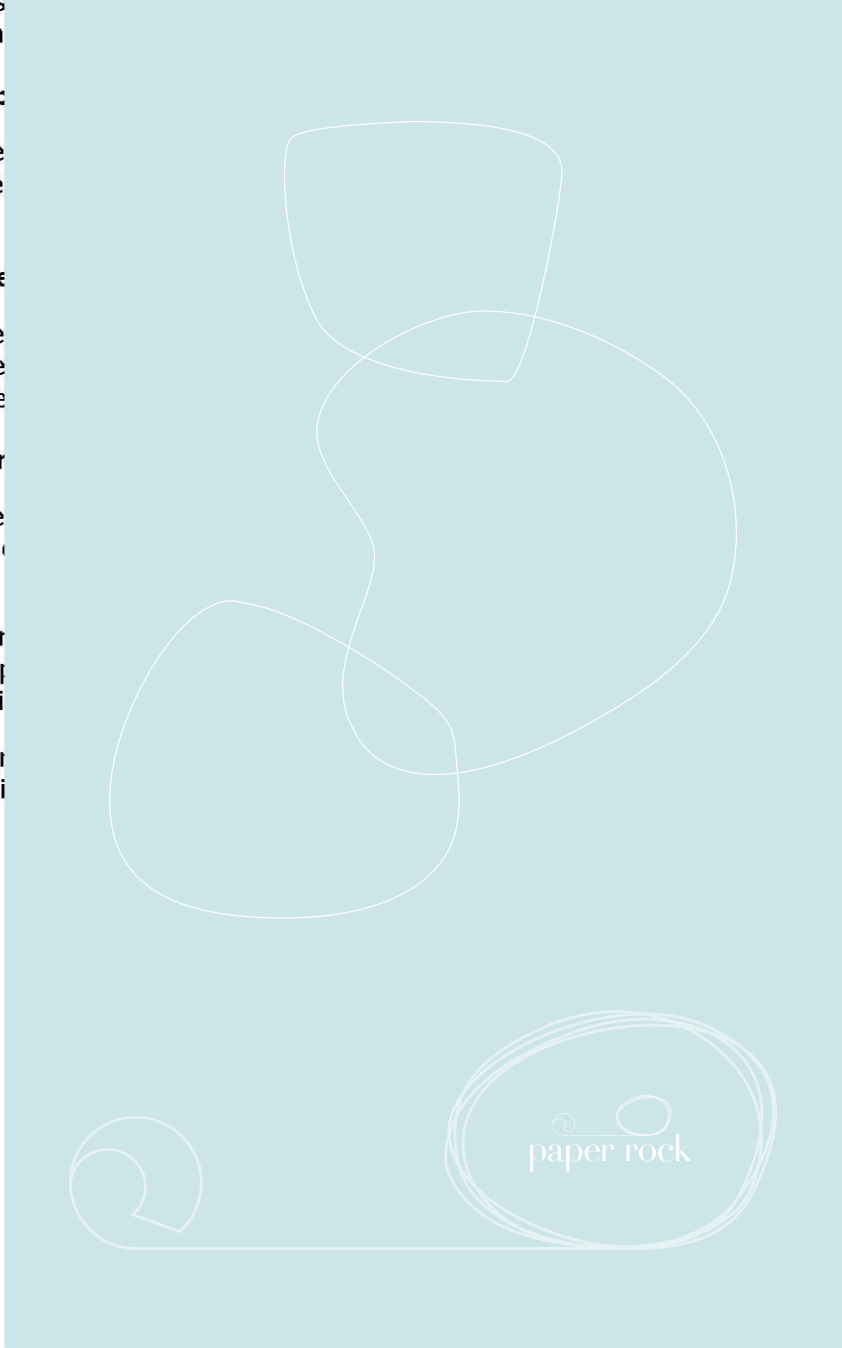
This Deed shall be enforceable whether or not it has been executed, and whether or not the Parties have executed counterparts.

8 Governing Law

8.1 This Deed shall be governed by the law of England and Wales (including any conflict of law provisions).

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 place stated at the beginning of this Deed, on the date stated above.



[NAME OF CONTRACTOR]

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

Witness Signature _____

Witness Name

Witness Address:

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