

INVENTOR, LLC

SAMPLE INTELLECTUAL PROPERTY (IP) SALE ASSIGNMENT

This Intellectual Property (IP) Sale Assignment ("Assignment") is entered into as of [Date] ("Effective Date") between [Assignor], with its principal place of business at [Address] ("Assignor"), and [Assignee], with its principal place of business at [Address] ("Assignee"). The Assignor and the Assignee shall collectively be referred to as the "Parties" and individually as a "Party."

WHEREAS, the Assignor is the lawful owner of certain intellectual property rights, including patents, trademarks, copyrights, trade secrets, and any other proprietary rights ("IP Rights"), as described in Exhibit A attached hereto; and

WHEREAS, the Assignor desires to assign and transfer all rights, title, and interest in the IP Rights to the Assignee, and the Assignee is willing to accept such assignment and assume all associated rights and obligations.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

Assignment of IP Rights: The Assignor hereby assigns, transfers, and conveys to the Assignee, and the Assignee hereby accepts, all rights, title, and interest in and to the IP Rights described in Exhibit A, including any and all rights to sue for past, present, and future infringements, subject to any prior licenses, encumbrances, or obligations disclosed in Exhibit A.

Consideration: In consideration for the assignment of the IP Rights, the Assignee agrees to pay the Assignor the sum of [Amount] (USD) as agreed upon by the Parties. The payment shall be made according to the terms specified in Exhibit B attached hereto.

Representations and Warranties:

a. **Assignor's Ownership:** The Assignor represents and warrants that it is the lawful owner of the IP Rights and has the right to assign the same to the Assignee.

b. No Encumbrances: The Assignor further represents and warrants that the IP Rights are free and clear of any liens, claims, or encumbrances, except as disclosed in Exhibit A.

c. Non-Infringement: The Assignor represents and warrants that, to the best of its knowledge, the IP Rights do not infringe upon the intellectual property rights of any third party.

Indemnification: The Assignor shall indemnify and hold the Assignee harmless from any claims, damages, losses, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of any breach of the representations and warranties provided by the Assignor in this Assignment.

Governing Law and Jurisdiction: This Assignment shall be governed by and construed in accordance with the laws of [Jurisdiction]. Any disputes arising out of or in connection with this Assignment shall be subject to the exclusive jurisdiction of the courts located in [Jurisdiction].

Entire Agreement: This Assignment constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior discussions, understandings, or agreements, whether oral or written.

Counterparts and Electronic Signatures: This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties may also sign this Assignment electronically, and such electronic signatures shall be deemed equivalent to original signatures.

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property (IP) Sale Assignment as of the Effective Date first above written.

[Assignor]

By: [Name]

Title: [Title]

[Assignee]

By: [Name]

Title: [Title]