**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement ("**IP Assignment**") is dated as of [DATE] and is made by and between [PARTY NAME] ("**Assignor**"), a [STATE OF ORGANIZATION] [TYPE OF ENTITY] located at [PARTY ADDRESS], in favor of [PARTY NAME] ("**Assignee**"), a [STATE OF ORGANIZATION] [TYPE OF ENTITY] located at [PARTY ADDRESS]. The Assignor and the Assignee are individually referred to as a "**Party**" and collectively as the "**Parties**".

**BACKGROUND**

The Assignor is the owner of certain intellectual property, including patents, trademarks, copyrights, and other related rights, as described below.

The Assignor desires to irrevocably transfer, assign, and convey to the Assignee all of its right, title, and interest in and to such intellectual property.

NOW, THEREFORE, the Parties agree as follows:

1. **ASSIGNMENT**
	1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor irrevocably conveys, transfers, and assigns to the Assignee all of the Assignor's right, title, and interest in and to the following (the "**Assigned IP**"):
		1. the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");
		2. the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
		3. the copyright registrations and applications for registration set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the "**Copyrights**");
		4. all rights of any kind whatsoever of the Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
		5. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
		6. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right (but no obligation) to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. **RECORDATION AND FURTHER ACTIONS**

The Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, (and officials of corresponding entities or agencies in any applicable jurisdictions) to record and register this IP Assignment upon request by the Assignee. Following the date hereof, upon the Assignee's reasonable request and at the Assignee's sole cost and expense, the Assignor shall take such steps and actions, and provide such cooperation and assistance to the Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to the Assignee or any assignee or successor thereto.

1. **COUNTERPARTS**

This IP 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 agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.

1. **SUCCESSORS AND ASSIGNS**

This IP Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

1. **GOVERNING LAW**

This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this IP Assignment as of the date of the last signature:

[ASSIGNOR NAME]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Address for notices:

[ASSIGNEE NAME]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Address for notices:

**SCHEDULE 1**

**ASSIGNED PATENTS AND PATENT APPLICATIONS**

**Patents**

|  |  |  |  |
| --- | --- | --- | --- |
| **Title** | **Jurisdiction** | **Patent number** | **Issue date** |
|  |  |  |  |

 **Patent Applications**

|  |  |  |  |
| --- | --- | --- | --- |
| **Title** | **Jurisdiction** | **Application/Publication Number** | **Filing Date** |
|  |  |  |  |

**SCHEDULE 2**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Trademark Registrations**

|  |  |  |  |
| --- | --- | --- | --- |
| **Mark** | **Jurisdiction** | **Registration Number** | **Registration Date** |
|  |  |  |  |

**Trademark Applications**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Mark** | **Jurisdiction** | **ITU Status** | **Application Serial Number**  | **Filing Date** |
|  |  |  |  |  |

**SCHEDULE 3**

**ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS**

**Copyright Registrations**

|  |  |  |  |
| --- | --- | --- | --- |
| **Title** | **Jurisdiction** | **Registration Number** | **Registration Date** |
| [under exclusive license between [LICENSOR] and [LICENSEE] pursuant to [AGREEMENT TITLE] dated [DATE]] |  |  |  |

**Copyright Applications**

|  |  |  |  |
| --- | --- | --- | --- |
| **Title** | **Jurisdiction** | **Application Number** | **Filing Date** |
| [under exclusive license between [LICENSOR] and [LICENSEE] pursuant to [AGREEMENT TITLE] dated [DATE]] |  |  |  |