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Instructions for Trademark Assignment Agreement

Following these instructions is a basic trademark assignment agreement. The word “assignment” means transfer and it is used with intellectual property in a way similar to a car title.

This agreement is suitable for use with simple transfers of a single trademark registration in the United States in exchange for money. If your transfer is more complicated than that you should consult an attorney.

The Basic Trademark Assignment Agreement includes just a few spaces to enter information. Anything in brackets (e.g. [Name]) are guides to what you would write into the space.

The Assignor is the person/company that is giving up the trademark and getting the money.

The Assignees is the person/company that is giving the money to receive the trademark.

The Consideration is the money paid for the trademark. It should be at least \$1. Just enter the amount that will be paid.

You may want to have both signing parties initial any place where you have written anything in the agreement. You may want both sides to keep a copy of the signed agreement.

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TRADEMARK ASSIGNMENT

This agreement is entered into freely by and between

_____ [Assignor's Name] ("Assignor") and
_____ [Assignee's Name] ("Assignee").

WHEREAS, Assignor is the current listed owner of the United States Trademark Application Registration No. _____ [Trademark Registration Number] (the "Trademark"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark in perpetuity:

NOW, the parties agree as follows:

1. **ASSIGNMENT.** Assignor does hereby irrevocably assign to Assignee all rights (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), title, interest, and goodwill, in and to the Trademark. Assignor expressly and irrevocably assigns to Assignee all right, title, and interest, in any past, present, and future claims of infringement pertaining to the Trademark.
2. **CONSIDERATION.** In consideration for the assignment set forth in Section 1, Assignor hereby pays Assignee the sum of \$_____ [Amount Paid].
3. **REPRESENTATIONS AND WARRANTIES.** Assignor represents and warrants to Assignee:
 - a. Assignor has the right, power and authority to enter into this Agreement;
 - b. Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
 - c. The Trademark is free of any liens, security interests, encumbrances or licenses;
 - d. There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark; and
 - e. Assignor is not subject to any agreement, judgment, or order inconsistent with the terms of this Agreement.

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4. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations, or warranties between them respecting the subject matter hereof.

5. **AGREEMENT TO PERFORM NECESSARY ACTS.** Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

Assignor	Assignee
Name:	Name:
Signature:	Signature:
Date:	Date:

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