

ASSIGNMENT

THIS ASSIGNMENT is made by and between

[ASSIGNOR], a corporation of the State of _____, [Country], having a place of business at _____, [Country] (“Assignor”),

, and

[ASSIGNEE], a corporation of the State of _____, [Country], having a place of business at _____, [Country] (“Assignee”).

WHEREAS, Assignee has agreed to purchase and accept, and Assignor has agreed to sell, transfer, convey and assign to Assignee all of Assignor’s right, title and interest in and to the patents, patent applications, designs, and utility models, together with reissuances, continuations, continuations-in-part, divisionals, and reexaminations thereof, that are identified in the Appendix attached hereto (collectively “Assigned IP Rights”).

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements contained in this Assignment and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, and convey unto Assignee all of Assignor's right, title and interest:

- (1) in and to Invention(s) disclosed and claimed in the Assigned IP Rights;
- (2) in and to said Assigned IP Rights, including any and all other patent applications or utility models now or hereafter filed in any country throughout the world claiming priority therefrom, including any divisional, continuation, continuation-in-part, reexamination and reissue applications, along with extensions, derivations, and legal equivalents thereof, based upon said foregoing Assigned IP Rights, and in and to any patents or utility models granted thereon or issued therefrom, including any reissues or the like thereof, to the full end of the term or terms for which said patents or utility models may be granted or issued; and
- (3) in and to any and all priority rights, and any other rights derived from the above-mentioned patent applications, utility models, and patents.

EXCEPT AS MAY OTHERWISE BE AGREED UPON BY THE PARTIES IN WRITING, NO EXPRESS OR IMPLIED WARRANTIES ARE GIVEN BY ASSIGNOR WITH RESPECT TO ANY ASSIGNED IP RIGHTS REGARDING THE VALIDITY, REGISTRABILITY, TITLE SCOPE, ENFORCEABILITY OR NON-INFRINGEMENT OF ANY ASSIGNED IP RIGHTS SUBJECT TO THIS AGREEMENT.

Assignor authorizes government officials of all applicable countries in the world to issue any and all above-identified patents or utility models to Assignee.

Assignor further agrees that the rights granted herein shall include all rights to institute legal actions, obtain remedies and recover and retain damages with respect to any of these Assigned IP Rights, including the right to sue and collect damages for past infringement.

Assignor further agrees that this assignment and the transfer of rights herein does not affect inventor compensation that inventors may be due under national law, if applicable.

Assignor further agrees that it shall, upon demand of Assignee, its successors or assigns, and

without further consideration to Assignor, execute any and all papers, make all rightful oaths and perform all acts that may be necessary, or deemed by Assignee, its successors or assigns, to be necessary, to be a complete fulfillment of the intent and purposes of this Assignment, it being understood that any expense incident to the execution of such papers and oaths, and performance of all applicable acts, shall be paid by Assignee, its successors and assigns, and not by Assignor.

Assignor further agrees that any and all rights Assignee takes under this Assignment are freely assignable or otherwise transferable by Assignee without any restriction whatsoever.

Assignor further agrees that the Assigned IP Rights herein conveyed are not encumbered by any assignment, grant, mortgage, license or other agreement to others, and in any event affirm this assignment absolutely to Assignee of any and all rights and property whatsoever that Assignor may have in the subject matter hereof to the full extent that Assignor would have had, had this Assignment not been made.

If any of the provisions of this Assignment shall be deemed invalid or unenforceable, then the entire Assignment shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Assignee and Assignor shall be construed and enforced accordingly.

This Assignment shall be governed by and construed under, and any dispute, controversy or claim related hereto shall be decided in accordance with, the laws of:

[State], [Country]

without regard to the conflicts of laws provisions thereof. Any dispute, controversy or claim arising under, out of or relating to this Assignment and any subsequent amendments of this Assignment, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by arbitration in accordance with the WIPO Arbitration Rules.

[Signature Page Follows]

FOR AND ON BEHALF OF ASSIGNOR,

[ASSIGNOR]

COMPANY SEAL

Name: _____

Title: _____

Date: _____

DECLARATION OF WITNESS [When Appropriate]

I, _____ whose post office address is _____ hereby declare that I was personally present and did see the above-named person, personally known to me to be the person named in this Assignment, duly sign and execute the same:

Name of Witness

Date

FOR AND ON BEHALF OF ASSIGNEE, the named person below hereby confirms and agrees with the above, and hereby accept the rights transferred by this agreement:

[ASSIGNEE]

COMPANY SEAL

Name: _____

Title: _____

Date: _____

DECLARATION OF WITNESS [When Appropriate]

I, _____ whose post office address is _____ hereby declare that I was personally present and did see the above-named person, personally known to me to be the person named in this Assignment, duly sign and execute the same:

Name of Witness

Date

Appendix. Assigned IP Rights

Country Code	Title	Patent No./ Application No.	Priority Application No.	Filing Date