

ASSIGNMENT**THIS ASSIGNMENT** is made by and between

1) [Inventor #1]

2) [Inventor #2]

3) [Inventor #3]

4) [Inventor #4]

(hereinafter referred to as Inventor(s)), and

[ASSIGNEE], a corporation of the State of _____, [Country], having a place of business at _____, [Country]

as Assignee.

WHEREAS, Inventor(s) has (have) made one or more inventions under the title of:_____
(hereinafter individually or collectively referred to as "Invention"); and**WHEREAS**, the parties hereto desire that Assignee shall absolutely hold any and all intellectual property rights including, but not limited to, application rights, patent rights, utility patent rights, plant patent rights, design patent rights, utility model rights, and priority rights ("IP Rights") in the Invention in accordance with the assignment made herein.**NOW THEREFORE**, for good and valuable consideration from Assignee to Inventor(s), receipt and sufficiency of which are hereby acknowledged, Inventor(s) hereby sell, assign and convey unto Assignee, its successors and assigns, Inventor(s) entire right, title and interest in and to the Invention as disclosed and claimed in the IP Rights in the table below:

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

, and in and to all other IP Rights 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 Invention, and in and to any IP Rights granted thereon or issued therefrom, including reissues or the like thereof, if any, to the full end of the term or

terms for which said IP Rights may be granted or issued, all to the extent that the foregoing did not already take place.

Inventor(s) hereby authorize the Assignee and/or its agent or attorney to enter the Application No(s). and filing date(s) of the subject IP Rights in the spaces provided above once received.

Inventor(s) agree that the Assignee had the right to file the IP Rights in the table above, and shall have the right to file additional applications for protection of whatever form and in whichever countries it may choose to do so.

Inventor(s) authorize government officials of all applicable countries in the world to issue any and all above-identified IP Rights to Assignee.

Inventor(s) agree 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 the assigned IP Rights, including the right to sue and collect damages for past infringement.

Inventor(s) agree that Inventor(s) have an obligation to assign to Assignee all right, title, and interest in all inventions created by me/us within the scope of Inventor(s) work performed for Assignee or any of its affiliates including said Invention, and Inventor(s) further acknowledge this assignment and the transfer of rights herein does not affect inventor compensation that Inventor(s) may be due under national law, if applicable.

If a monetary consideration is required by law to effect this assignment, Assignee agrees to pay each inventor any mandatory amount required by law or such other sufficient amount as agreed to by the parties, the receipt, adequacy and sufficiency of which the Inventor(s) acknowledge on signature hereto.

Inventor(s) agree that Inventor(s) shall, upon demand of Assignee, its successors or assigns, and without further consideration to me/us, 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 me/us.

Inventor(s) agree that any and all rights Assignee takes under this Assignment are freely assignable or otherwise transferable by Assignee without any restriction whatsoever.

Inventor(s) agree that the 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 IP Rights whatsoever that Inventor(s) may have in the Invention hereof to the full extent that Inventor(s) 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 Inventor(s) 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]

Reference No. _____

1) _____
Name of Inventor Date

2) _____
Name of Inventor Date

3) _____
Name of Inventor Date

4) _____
Name of Inventor 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 Inventor(s), personally known to me to be the person(s) 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: _____