

# Trademark Assignment

- 🔊 If you are selling or otherwise transferring ownership of a trademark/service mark, then this is a good sample contract to use.
- 🔊 See also the “Patent Assignment” Agreement if you are transferring a patent.
- 🔊 The first part of the Memorandum should be completed and distributed to the other party along with a copy of the Trademark Assignment.

Date: **[Month, Day, Year]**

To: **[Name of other party]**

From: **[Owner/Founder]**  
**[Company]**

Subject: **Trademark Assignment**

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Attached to this memorandum is a “Trademark Assignment” Agreement in order to assign all of [Enter Name] right, title and interest in its Trademarks to [Enter Name].

I believe that it embodies everything we discussed.

Please read the agreement carefully.

We recommend that you also have it reviewed by your own qualified legal counsel.

Time is of the essence.

Please sign and return it to me asap.

Thank you very much!

# From JIAN

## NOTICE:

We wish we could provide an agreement that was tailored *exactly* to your business. While this is not always possible, we feel that we've come very close and that this document provides you with the head-start that you need to get your deal moving. Nevertheless, we must make this disclaimer:

- 🔊 **Do Not Use This Agreement 'As-Is.'**
- 🔊 **This Agreement Is Not Legal Advice.**
- 🔊 **Read it Thoroughly and Make All Appropriate Changes to Fit Your Requirements.**
- 🔊 **You Should Have this Agreement Reviewed and Approved by a Qualified Attorney at Law Before Using It.**
- 🔊 **JIAN Accepts No Liability for the Effectiveness of This Document For Your Purposes.**

## Free Access to Attorneys, Accountants & Consultants in Your Area

We're building a network of business experts who are eager to help you when you need it. They can review your work, make suggestions, handle unique situations and introduce you to influential people. On our website you can search by expertise and location, then e-mail or jump straight to their website. Although they are professionals and charge for their services, most offer an initial consultation free of charge. They're in your area and you can contact them directly.


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Things change, laws change, the world changes... new ideas come along all the time. When you register, you can access our website to get updates and changes... like new and improved spreadsheets and documents. They can be downloaded directly to your computer.

- Please visit our website under [Updates](#).
- Remember to bookmark our website: [www.JIAN.com](http://www.JIAN.com)

## Editing Your Sample Contract

Since this entire agreement is formatted in Word, you can edit it like any other Word document. You can jump from variable to variable by clicking the above  green arrows (JIAN Menu) which will take you forward / backward and highlight the entire sample text identified within the “[ ]” brackets – simply edit / type-over with your information.

To make sure you have filled in all the variables, use Word's 'FIND' function to locate any “[ ]” which may contain an unedited variable.

- Click the  icon in the JIAN menu above to turn the expert comments on/off.
- Upon completion, delete any unnecessary blank lines that remain.
- You may format this document any way you like.
- Delete this page.

# Trademark Assignment

🔊 This is a standard introductory paragraph that lists the parties to the Agreement and the date it is being entered into. You need to enter the date of the Agreement, the names of the parties, the specific type of organization they are and their addresses.

Effective Date **[Date]**

between **[Assignor]**, (“Assignor”)  
a **[State]** **[Corporation / Partnership / Sole Proprietorship /**  
Resident),  
located at **[Address]**

and **[Company Legal Name]**, (“[Company]” or “Assignee”)  
a **[State]** **[Corporation / Partnership / Sole Proprietorship /**  
Resident)  
located at **[Address]**  
**[City], [State] [Zip Code]**

## 1. Summary

🔊 Enter the name of the product(s) to which the Trademarks are based or associated.

1.1 The Assignor is the owner of the Trademarks along with the Trade Dress associated with those Trademarks (“the Trademarks and Trade Dress”) (described in Exhibit A) and the goodwill of the business relating to the **[Enter name of products]** (“Products”) upon which the Trademarks are used and for which they are registered (the “Goodwill”).

1.2 The Assignor desires to convey, transfer, assign, and deliver to the Assignee all of its right, title, and interest in and to the Trademarks and Trade Dress in the (the “Trademarks”) along with the Goodwill.

1.3 In consideration for the mutual promises, covenants, and Agreements made below, the parties, intending to be legally bound, agree as follows:

## 2. Assignment

🔊 The Assignor is assigning its interest in the Trademarks, its Goodwill, all related income and royalties and any money due or that becomes due relating to an infringement or misappropriation of the Trademarks as well as the right to sue for all future and past infringements and misappropriations.

🔊 Remove the brackets if the Assignment is being limited to some specific geographic area. If the Assignment is worldwide, delete the words enclosed in the brackets (along with the brackets).

2.1 **[Subject to the following paragraph]**, the Assignor hereby conveys, transfers, assigns, and delivers to the Assignee all of its right, title, and interest in and to the Trademarks, together with (1) the Goodwill; (2) all income, royalties, and damages that become due or payable to the Assignor with respect to the Trademarks, including damages and payments for past or future infringements and misappropriations of the Trademarks; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Trademarks.

☞ If the Assignment is limited, for example to the United States, then Section 2.2 should be included. On the other hand, if the Assignment is world wide, delete that section. Note, if you delete that section, make sure to delete the first five words of the preceding paragraph.

2.2 Despite the preceding paragraph, nothing in this Assignment shall be construed to vest in the Assignee any right, title, or interest in the Trade Trademarks or Trade Dress or in any registrations of the Trade Trademarks or Trade Dress outside the United States.

☞ This next section references the License Agreement between the Assignor as the Licensor and the Licensee. You should include a copy of that as an exhibit.

☞ Enter the name of the Licensee in the License.

2.3 The Assignor and the Assignee further acknowledge and agree that at the time of the execution of this Assignment, the Assignor's ownership of certain of the Trademarks was subject to an existing license Agreement between the Assignor as the Licensor and [Enter Name of the Licensee] (the "License"), a copy of which is attached as Exhibit B. This Assignment is subject to the License, and the Assignee understands that the License will remain in full force and effect.

☞ The Assignor is further warranting that no person or entity owns any share of or has any interest in the Trademarks other than those disclosed in the insert at the end of the Section 2.4.

2.4 No share, interest, Assignment, or other right to the Trademarks has been transferred, assigned, or granted to any other party except as disclosed to the Assignee in this Assignment. The following shares, rights, or other interests in the Trademarks have been granted by the Assignor:

- [Enter persons or entities]
- Xxx
- xxx

2.5 The Assignor further conveys, transfers, assigns, delivers, and contributes to the Assignee all rights in the Trade Dress, labels, and designs associated with the Trademarks.

☞ The Assignor will continue to do whatever is necessary to help the Assignee complete or vest its rights to the Trademarks.

2.6 The Assignor further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the Trademarks.

☞ Section 4 is often titled "Miscellaneous." It lists a number of standard clauses found in most Agreements.

### 3. General Provisions

**3.1 Effect on Heirs & Successors.** This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs devisees, legatees, executors, administrators, trustees, successors, and assignees of the parties to this Assignment.

☞ All changes to this Assignment, including any waivers, must be in writing and signed by the party against whom compliance is sought. Also, if one party waives a promise or condition on one occasion, that doesn't mean that the promise or condition is automatically waived again.

**3.2 Waiver, Amendment, Modification.** No waiver, amendment or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Assignment will be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by any party of any default in performance by the other party under this Assignment or of any breach or series of breaches by the other party of any of the terms or conditions of this Assignment shall constitute a waiver of any subsequent default in performance under this Assignment or

any subsequent breach of any terms or conditions of that Assignment. Performance of any obligation required of a party under this Assignment may be waived only by a written waiver signed by a duly authorized officer of the other party, that waiver shall be effective only with respect to the specific obligation described in that waiver.

🔊 If any part of this Assignment is unenforceable or invalid, the balance of the Assignment should be enforced. Basically, ignore any sections that are invalid.

**3.3 Severability.** If any provision of this Assignment is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to its terms. Without limiting the previous, it is expressly understood and agreed that each and every provision of this Assignment that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that if any remedy under this Assignment is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set forth in this section shall remain in full force and effect.

🔊 In Section 3.4, you must decide which state's laws govern this Assignment. Generally, it is your (company's) state of residence. Insert that state in all three inserts.

**3.4 Governing Law.** This Assignment shall be governed by the laws of the State of [State] applicable to Assignments made and fully performed in [State] by [State] residents.

### Understood, Agreed & Accepted

We have carefully reviewed this contract and agree to and accept its terms and conditions. We are executing this Assignment as of the Effective Date first written above.

**Assignor:**

**Assignee:**

\_\_\_\_\_  
[Owner/Founder]

\_\_\_\_\_  
[Assignee]

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# Exhibit A

## Trademarks & Trade Dress

- Xxx
- Xxx
- xxx

# Exhibit B

## Existing License Agreement

# Acknowledgment

🔊 Complete so the Notary Public can sign and rubber stamp

State of [State]

County of [County]

On [Month, Day, Year], before me, [Name and title of officer taking acknowledgment], personally appeared [Name(s) of person(s) signing instrument], personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) (is or are) subscribed to the within instrument and acknowledged to me that (he or she or they) executed the same in (his or her or their) authorized (capacity or capacities), and that by (his or her or their) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal:

\_\_\_\_\_  
(signature)

(seal)