Domain Name and Trademark Assignment Agreement

Form

This Assignment Agreement (the “Agreement”) is made and entered into effective as of _____________(the “Effective Date”) by and between ____________________________, a ___________ corporation (“Assignor”) and ____________________, a __________ corporation, (“Assignee”).

1.0   Background.

1.1   Assignor is the registered owner of the "_______________" domain name (the “Domain Name”) and the U.S Trademark Application Serial No. _________________ for "_______________” filed _________________ (the “Application”).

1.2   Assignor is the owner of the mark set forth on Exhibit C of this Agreement (the “Mark”).

1.3   Assignee wishes to acquire, and Assignor wishes to sell and assign to Assignee, all rights in and to the Domain Name, the Application, and the Mark together with the goodwill of the business pertaining thereto, and any trademark or service mark rights related thereto (the “Rights”).

2.0   Assignment.

2.1   As of the Effective Date and subject to the terms and conditions of this Agreement, Assignor sells, transfers, grants, conveys, assigns and relinquishes exclusively to Assignee, in perpetuity, all of Assignor’s right, title and interest in and to the Domain Name, the Application, the Mark, together with the goodwill of the business pertaining thereto, and the Rights, including without limitation, all claims for damages by reason of past infringements of the Mark with the right to sue for and collect the same for its own use and benefit, and for use and on behalf of Assignee’s successors, assigns and other legal representatives. Assignor further transfers and assigns to Assignee the right to file for and obtain trademark registrations of the Domain Name and to file trademark or service mark applications for and/or related to the Mark anywhere in the world.

2.2   Upon execution of this Agreement, Assignor shall execute, notarize (where specified), and deliver to Assignee (i) the Registrant Name Change Agreement (in Exhibit A), and (ii) the Trademark Assignment (in Exhibit B). Assignee shall be responsible for filing the Registrant Name Change Agreement with Network Solutions and the Trademark
Assignment with the United States Patent and Trademark Office and Assignee shall be responsible for all fees associated with such filings.

2.3 In furtherance of the sale, transfer, grant, conveyance, assignment and relinquishment of the Domain Name, the Application, the Mark, together with the goodwill of the business pertaining thereto, and the Rights pursuant to Section 2.1 hereto, Assignor shall execute and deliver to Assignee, or any agency designated by Assignee, within five (5) days of request by Assignee, any and all additional documents as Assignee may deem reasonably necessary or desirable to effectuate the sale, transfer, grant, conveyance, assignment and relinquishment of the Domain Name, the Application, the Mark, together with the goodwill of the business pertaining thereto, and the Rights. Assignor shall execute, acknowledge and deliver to Assignee, or any agency designated by Assignee, any documents required to be filed in the Patent and Trademark Office or with Network Solutions to effect the assignments described in this Agreement and, at Assignee’s expense, provide testimony and other evidence in connection with any proceeding affecting the right, title or interest of Assignee in the Domain Name, the Application or the Mark.

3.0 Consideration.

3.1 In consideration of the assignments, license, agreements and covenants contained herein, at the time of execution of this Agreement by the parties, (i) Assignee shall pay to Assignor the sum of $_________________

4.0 Representations, Warranties and Covenants of Assignor.

4.1 Assignor represents and warrants that to the best of its knowledge: (i) Assignor is the sole and exclusive owner of the entire right, title and interest in and to the Domain Name, the Mark and the Application, free and clear of any licenses, liens, mortgages, or claims; (ii) no claim of any infringement or violation has been asserted or is pending against Assignor or its customers regarding the use or display of the Domain Name or the Mark; (iii) the execution, delivery and performance of this Agreement by Assignor does not and will not violate any security agreement, indenture, order or other instrument to which Assignor is a party or by which it or any of its assets is bound; and (iv) Assignor has no other trademark registrations for either the Domain Name, the Mark, or any similar variation thereof, nor has filed any trademark applications to register either the Domain Name, the Mark, or any similar variation thereof, anywhere in the world. Assignor shall indemnify and hold harmless Assignee, its officers, directors, agents, stockholders and employees from and against any and all damages, liability, loss, costs and expenses, including reasonable attorneys’ fees, arising from any breach or alleged breach of the foregoing warranties.

4.2 Assignor covenants not to use or display the Domain Name, the Mark, or any similar variations thereof, anywhere in the world, and further covenants not to contest or challenge the validity of the Domain Name or the Mark, any applicable registrations
thereof or applications therefor, Assignee’s the ownership of the Domain Name or the Mark, or assert trademark or service mark rights against Assignee with respect to the Domain Name or the Mark.

4.3 Assignor shall disclose to Assignee the identity of any person or entity which has claimed prior rights to either the Domain Name and/or the Mark, or has threatened any suit of infringement or violation based on Assignor’s use, display, or ownership of the Domain Name or the Mark, to the extent that Assignor is reasonably aware of the identity of such person or entity.

4.4 To effect the transfer of ownership of the Domain Name, the Application and the Mark to Assignee, Assignor shall furnish Assignee with the files evidencing all proceedings involving the Domain Name, the Mark or the Application, if any.

5.0 Notices.

5.1 All notices to Assignor under this Agreement shall be in writing and sent to _____________________________

5.2 All notices to Assignee under this Agreement shall be in writing and sent to: _____________________________, Attn: _____________________________, with a copy to _____________________________

6.0 Miscellaneous.

6.1 Each party warrants and represents that it is fully entitled and duly authorized to enter into this Agreement.

6.2 Each party shall bear its own legal fees and costs arising out of the negotiation, drafting and implementation of this Agreement.

6.3 The parties execute this Agreement freely and voluntarily and without acting under any duress or in reliance upon any threat made by or on behalf of the other party. Each party has consulted with counsel of its own choice and has received advice about the legal effects of entering into this Agreement.

6.4 This Agreement is binding upon and shall inure to the benefit of each party to this Agreement and to the officers, directors, members, shareholders, employees, counsel, agents, representatives, subsidiary corporations, parent corporation, affiliated
companies, predecessors and successors in interest, and assigns of each party to this Agreement.

6.5 This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

The parties hereto execute this Assignment Agreement effective as of the date first written above.

ASSIGOR: ASSIGNEE:

By: __________________ by: __________________

______________________  ______________________
Name                 Name

______________________  ______________________
Title                 Title

EXHIBIT A

Registrant Name Change Agreement
(and related instructions)

(to be downloaded from Network Solutions)

EXHIBIT B
TRADEMARK ASSIGNMENT

This Trademark Assignment (the “Assignment”) is made from _________________, a _________ corporation (the “Assignor”), to __________________, a __________________ corporation (the “Assignee”).

Assignor desires to assign to Assignee all of Assignor’s right, title and interest in and to the trademarks and/or service marks (the “Mark”) set forth on Exhibit C to the Domain Name and Trademark Assignment Agreement entered into between the Assignor and Assignee as of __________________ (“Agreement”), which exhibit is attached hereto as ScheduleA, together with the goodwill of the business pertaining thereto.

In consideration for entering into the Agreement and for other good and valuable consideration as set forth in the Agreement, receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, grant, sell and otherwise convey to Assignee all of Assignor’s right, title and interest in and to the Mark, including all common law rights therein, applications to register therefor, together with the goodwill of the business symbolized by the Mark and all claims for damages by reason of past infringements of the Mark with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives.

_______________, 20__

____________________________________
By: __________________

____________________________________
Name

____________________________________
Title
EXHIBIT C

TRADEMARK

Mark: ______________________________
Applicant: ______________________________
Applicant Address: ______________________________
Serial Number: ______________________________
Filing Date: ______________________________
Register: ______________________________
Type of Mark: ______________________________
Class(es) : ______________________________
Goods and Services: ______________________________