ASSIGNMENT OF TRADE NAME

This Assignment of Trade Name (this "Assignment") is made as of _____, 20____ (the "Effective Date").

Assignor (the current owner): _____, mailing address _____.

Assignee (the new owner): _____, mailing address _____.

1. TRADE NAME

The name covered by this Assignment is _____ (the "Trade Name"). The business conducted under the Trade Name is _____ (the "Business").

Check one: [ ] The Trade Name is registered in the Assignor's name as an assumed or fictitious business name with _____ (registration no. _____, first filed on _____). [ ] The Trade Name is not registered with any government office.

Domain names and social media accounts that are part of this Assignment: _____.

This Assignment covers the Trade Name as a business name. It does not assign any registration of, or application to register, the Trade Name as a trademark or service mark with the United States Patent and Trademark Office.

2. ASSIGNMENT

Effective on the Effective Date, the Assignor assigns, transfers and conveys to the Assignee all of the Assignor's right, title and interest in and to the Trade Name, including the right to do business under it, and the domain names and accounts listed above. The Assignee accepts this Assignment.

Check one: [ ] The goodwill of the Business connected with the Trade Name passes to the Assignee with the Trade Name. [ ] This Assignment does not transfer the goodwill of the Assignor's business or any of its other assets.

3. PAYMENT

In exchange for this Assignment, the Assignee will pay the Assignor $_____ on or before _____, or the consideration is paid under the following agreement: _____. Each party pays its own taxes arising from this Assignment.

4. ASSIGNOR'S PROMISES

The Assignor promises that it owns the Trade Name and has the right to assign it; that it has not assigned, sold, pledged or licensed the Trade Name to anyone else or signed any other document that conflicts with this Assignment; and that, to its knowledge, no one has claimed that its use of the Trade Name infringes their rights. Exceptions: _____.

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5. USE AFTER THE ASSIGNMENT

Within _____ days after the Effective Date, the Assignor will stop all use of the Trade Name and of any business name, domain name or account name that contains it or anything confusingly similar to it, and will give the Assignee copies of its registration filings and the logo, signage and artwork files it holds for the Trade Name.

6. FILINGS

Before doing business under the Trade Name, the Assignee will make its own assumed name or fictitious business name filing with each office where the law requires one. The Assignor will file any statement of abandonment, withdrawal or cancellation of its registration that the law requires. Each party will sign any further documents reasonably needed to complete this Assignment.

7. GENERAL TERMS

Each party will indemnify the other for claims arising from its own breach of this Assignment and from its own use of the Trade Name (the Assignor before the Effective Date and during the changeover, the Assignee on or after the Effective Date). The laws of the State of _____ govern this Assignment. This Assignment is the complete agreement between the parties about the transfer of the Trade Name, can be changed only in a signed writing, and binds their successors. If a court finds any part unenforceable, the rest stays in effect. This Assignment may be signed in counterparts and electronically.

Additional terms: _____

SIGNATURES

Assignor

Signature: _____ Date: _____

Printed Name: _____

Assignee

Signature: _____ Date: _____

Printed Name: _____

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