TRADEMARK ASSIGNMENT

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

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

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

1. MARKS

Check one: [ ] registered with the U.S. Patent and Trademark Office (USPTO) [ ] pending USPTO application [ ] unregistered (common law) [ ] registered with the State of _____.

Mark 1: _____ Registration or serial no.: _____ Goods and services (with class): _____

Mark 2: _____ Registration or serial no.: _____ Goods and services (with class): _____

Mark 3: _____ Registration or serial no.: _____ Goods and services (with class): _____

(each a "Mark," and together the "Marks").

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 Marks, every registration and application listed above, and all common-law rights in the Marks, together with the goodwill of the business connected with the use of the Marks and symbolized by them. The Assignee accepts this Assignment.

Check if it applies: [ ] The assignment includes claims for infringement that happened before the Effective Date. [ ] The assignment includes these domain names and social media accounts: _____.

Business assets transferred with the Marks to carry the goodwill: _____.

Intent-to-use applications: an application filed under Section 1(b) of the Trademark Act with no amendment to allege use or statement of use on file may be assigned only to a successor to the ongoing and existing business to which the mark pertains (15 U.S.C. § 1060(a)(1)). If that applies, describe the business transferred: _____.

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: _____.

This general template is provided for informational purposes only and does not constitute legal advice. Requirements vary by state and locality; review current law and attach any disclosures or addenda your situation requires before signing. For a guided state-specific document, visit lawvault.org.

4. ASSIGNOR'S PROMISES

The Assignor promises that it is the sole owner of the Marks and has the right to assign them; that it has not assigned, pledged or licensed them to anyone else and they are free of liens; that each listed registration is valid and subsisting and each application is pending; and that, to its knowledge, no one has claimed that the Marks infringe their rights or challenged their validity. Exceptions: _____.

5. USE AFTER THE ASSIGNMENT

Within _____ days after the Effective Date, the Assignor will stop all use of the Marks and of any name, domain name or account name that contains a Mark, and will deliver to the Assignee the registration records, specimens and artwork files it holds for the Marks.

6. RECORDING AND FURTHER ASSURANCES

The _____ (Assignor or Assignee) will record this Assignment with the USPTO or the state trademark office and pay the recording fees. Each party will sign any further documents reasonably needed to complete and record 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 Marks (the Assignor before the Effective Date, the Assignee on or after it). The laws of the State of _____ govern this Assignment, except where federal trademark law controls. This Assignment is the complete agreement between the parties about the transfer of the Marks, 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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