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*Carlton Fields practices law in California through Carlton Fields Jorden Burt, LLP*

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**TRADEMARK ASSIGNMENT**

This Assignment (“Assignment”), by and between      , a      Corporation having offices at       (“Assignor”), and      , a       having offices at       (the “Assignee”) shall be effective as of       (the “Effective Date”).

**WITNESSETH:**

**WHEREAS,** Assignor has or may have certain rights in the trademarks, trade names, and service marks identified on Exhibit A attached hereto (the “Marks”);

**WHEREAS**, the parties desire to record, memorialize, codify, and affirm that the Marks, goodwill, any applicable registrations and applications, and associated rights are being transferred from Assignor to Assignee;

**NOW, THEREFORE**, in consideration of the mutual covenants herein, and other good and valuable consideration, receipt, adequacy, and legal sufficiency of which are hereby acknowledged, and all parties intending to be legally bound hereby, Assignor and Assignee agree as follows:

# ASSIGNMENT

## Assignor herby contributes grants, sells, conveys, transfers, assigns, releases, and delivers to Assignee, its successors, assigns, and legal representatives, any and all right, title, and interest Assignor has or may have in or to the Marks, including without limitation all common law rights, rights acquired through use, license or assignment, state law rights, rights in foreign nations, all registrations and applications for registration thereof, in all states, nations, communities, and regions worldwide, and all goodwill associated therewith, together with all liabilities, duties and obligations relating to the Marks, all rights to file applications directed to and obtain and maintain registrations for the Marks worldwide, and all rights to bring actions and recover damages for any and all past, present and future infringements of the Marks in any and all jurisdictions throughout the world, including all rights as opponents in any opposition.

## Assignor agrees to cooperate with Assignee upon Assignee’s request, and for no additional consideration, to perfect, record, and otherwise document Assignee’s rights to the Marks and associated rights and goodwill, and all registrations and applications for registrations thereof throughout the world including, without limitation, executing such separate assignments, certifications, and other documents as Assignee may reasonably deem necessary or desirable in maintaining such rights, filing, prosecuting or maintaining any registrations or applications, and recording and otherwise perfecting and enforcing Assignee’s rights and title hereunder. To the extent any separate assignments are executed and/or recorded in connection with any registration or application, such separate assignment shall be deemed to be a memorialization of the transfer of rights, title, and interests described herein and, to the extent any such separate assignment or other document is inconsistent with this Assignment, the separate assignment or other document and this Assignment shall be interpreted together such that the maximum possible rights, title and interest are assigned and transferred to Assignee.

## Assignor hereby authorizes Assignee, its successors and assigns, to take any appropriate action in connection with the Marks and all other applications, registrations, goodwill, and rights assigned hereunder, in the name of the Assignors, but at Assignee’s own expense.

## Any nation or state, or agency or representative thereof, or individual, partnership, corporation, or other entity, may rely without further inquiry upon the powers and rights granted to Assignee herein and upon any notarization, certification, verification, affidavit, or jurat by any notary public of any state relating to the authorization, execution, and delivery of this Assignment of the authenticity of any copy, conformed or otherwise, hereof.

# MISCELLANEOUS

## The terms and provisions of this Assignment shall be binding upon and shall extend to, and inure to the benefit of the parties and their successors and assigns.

## In the event that any term or provision of this Assignment is held to be invalid, illegal or unenforceable in any respect, such term or provision shall be deemed amended to the extent necessary to render it valid, legal and enforceable, and the parties agree to be bound by the same as thus amended, and the remaining terms and provisions of this Assignment shall not be affected or impaired thereby.

## This Assignment shall be construed under the laws of the State of [ ], without reference to principles of conflicts of laws.

## This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**SIGNATURES ON FOLLOWING PAGE**

**IN WITNESS WHEREOF**, the parties have entered into this Assignment intending to be legally bound as of the Effective Date first written above.

**Assignor:** **, a** **corporation**

 **BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **TITLE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Assignee:** **, a**

 **BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**its**

**Exhibit A**

Marks

1.