This Intellectual Property Assignment and License Agreement (this “**Agreement**”) is entered into as of [Date] (the “**Effective Date**”), by and between:

**[Assignor Name]**, a [state/country] [entity type, e.g., corporation, LLC, individual] with its principal place of business at [address] (“**Assignor**”),

and

**[Assignee Name]**, a [state/country] [entity type] with its principal place of business at [address] (“**Assignee**”).

Assignor and Assignee may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

**1. Definitions**

1.1 **“Intellectual Property”** means all rights, title, and interest in and to all intellectual property, including but not limited to patents, patent applications, copyrights, moral rights, trademarks, trade names, service marks, trade secrets, inventions, designs, processes, algorithms, software, know-how, and any registrations or applications relating thereto.

1.2 **“Assigned IP”** means all Intellectual Property listed in *Exhibit A* attached hereto.

1.3 **“License”** means the rights granted back to Assignor under Section 3 of this Agreement.

**2. Assignment of Intellectual Property**

2.1 **Assignment.** Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee all of Assignor’s rights, title, and interest in and to the Assigned IP, including all causes of action (past, present, or future) for infringement, misappropriation, or other violation thereof.

2.2 **Further Assurances.** Assignor agrees to execute and deliver such further instruments and take such further actions as Assignee may reasonably request to perfect, register, or enforce Assignee’s rights in the Assigned IP.

**3. License Back to Assignor *(Optional — include only if needed)***

3.1 **Grant of License.** Assignee hereby grants to Assignor a [non-exclusive / exclusive], [worldwide / territory-limited], [royalty-free / royalty-bearing] license to use, reproduce, display, distribute, and create derivative works of the Assigned IP solely for [describe permitted purpose].

3.2 **Restrictions.** Assignor shall not sublicense, transfer, or assign the License without Assignee’s prior written consent, except to its affiliates.

3.3 **Termination.** The License shall terminate automatically upon [breach / expiration of term / mutual agreement].

**4. Representations and Warranties**

4.1 **By Assignor.** Assignor represents and warrants that:
(a) Assignor is the sole and exclusive owner of the Assigned IP;
(b) the Assigned IP is free of liens, encumbrances, and third-party claims;
(c) Assignor has full authority to assign the Assigned IP and grant the License; and
(d) the Assigned IP does not infringe or misappropriate any third party’s intellectual property rights.

4.2 **By Assignee.** Assignee represents and warrants that it has full authority to enter into this Agreement and perform its obligations hereunder.

**5. Consideration**

As consideration for the assignment and license set forth herein, Assignee shall pay Assignor the amount of [insert payment terms, e.g., lump sum, royalties, or “for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged”].

**6. Confidentiality**

Each Party agrees to maintain the confidentiality of any non-public information received from the other Party in connection with this Agreement, and to use such information only for the purposes of performing its obligations hereunder.

**7. Indemnification**

Assignor shall indemnify, defend, and hold harmless Assignee and its affiliates, officers, directors, and employees from any claims, damages, or expenses arising out of a breach of Assignor’s representations and warranties under Section 4.

**8. Limitation of Liability**

EXCEPT FOR LIABILITY ARISING FROM BREACH OF CONFIDENTIALITY OR INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

**9. Term and Termination**

9.1 **Term.** This Agreement shall commence on the Effective Date and continue indefinitely unless terminated as provided herein.

9.2 **Termination.** Either Party may terminate this Agreement upon [number] days’ written notice if the other Party breaches any material provision and fails to cure within such notice period.

**10. Miscellaneous**

10.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, whether written or oral.

10.2 **Amendments.** No amendment or modification shall be effective unless in writing signed by both Parties.

10.3 **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of [state/country], without regard to conflicts of law principles.

10.4 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one instrument.

**IN WITNESS WHEREOF**, the Parties have executed this Intellectual Property Assignment and License Agreement as of the Effective Date.

**Assignor:**
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Assignee:**
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A – Assigned Intellectual Property**

[List patents, trademarks, copyrights, software, or other IP being assigned]