**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment (hereinafter referred to as this “ASSIGNMENT”) is made and entered into this **6th day of XXXX 2024**, by and between

**XXXXXXXX**, an individual /a limited liability company /a corporation with the address XXXXXXXXXXXXXXXXXXXXXXXXX (hereinafter referred to as “ASSIGNOR”) and

**XXXXXXXX**, an individual /a limited liability company /a corporation with the address XXXXXXXXXXXXXXXXXXXXXXXXX (hereinafter referred to as “ASSIGNEE”)

With respect to the U.S. trademark **XXXXXX** Registration Number **XXXXXXX** (hereinafter referred to as “MARK”), including, without limitation, all variations thereof and all associated applications and registrations.

1. For US$ X,XXX.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby irrevocably and unconditionally assigns and transfers exclusively unto ASSIGNEE, its successors and assigns, all rights, title and interest throughout the world in perpetuity, including all statutory and common law rights, in and to the MARK, together with all goodwill symbolized by or otherwise associated with the MARK and the rights to sue, make claims, and recover damages for any past, present or future infringement of the MARK; all of such rights, title and interest to be held and enjoyed by ASSIGNEE, its successors and assigns to the same extent that such would have been held and enjoyed by ASSIGNOR had this agreement not been made. Further, ASSIGNOR hereby expressly acknowledges that all of its uses of the MARK after the effective date of this ASSIGNMENT will inure to the sole and exclusive benefits of ASSIGNEE, its successors and assigns.
2. ASSIGNOR hereby represents, warrants and covenants that: (a) ASSIGNOR is the record owner of the MARK, (b) ASSIGNOR has not heretofore assigned, licensed or otherwise transferred the MARK, (c) ASSIGNOR has the power and authority to execute and deliver this ASSIGNMENT and has taken all action necessary to authorize the transactions contemplated hereby and thereby, (d) ASSIGNOR may lawfully and without violating any obligation to any third party sell, convey, transfer, assign and deliver to ASSIGNEE all rights, title and interest in and to the MARK, free and clear of all liens, pledges, security interests, restrictions, prior assignments and claims of any kind or rights owned by any third party.
3. ASSIGNEE will defend, indemnify and hold the ASSIGNOR, its officers, directors, equity holders, managers, agents and representatives harmless from and against any claim, suit, loss, damage, demands, injuries or expenses (including reasonable attorney’s fees and disbursements) arising out a breach of ASSIGNEE’s representatives, warranties and obligations or caused by merchandise produced by ASSIGNEE or an action by ASSIGNEE.
4. In witness whereof, ASSIGNOR and ASSIGNEE have duly executed this Assignment as of the Effective Date.

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| ASSIGNOR  **XXXXXXXX**  Owner /President: XXXXXXXX  Signature: |

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| ASSIGNEE  **XXXXXXXX**  Owner /President: XXXXXXXX  Signature: |