

IP ASSIGNMENT

THIS IP ASSIGNMENT (“**Assignment**”), deemed effective as of the later of the dates entered by the undersigned, is by and between the undersigned assignor (individually and collectively referred to as “**Assignor**” which expression shall include, without limitation, the Assignor’s personal representatives, heirs, beneficiaries, subsidiaries, parent corporations, successors in title, and assigns, and each of these); and the undersigned assignee (“**Assignee**” which expression shall include, without limitation, the Assignee’s successors, assigns, and authorized agents).

WHEREAS ASSIGNOR REPRESENTS AND WARRANTS:

- (A) Except as expressly provided by Assignor at the end of this Assignment, Assignor is the sole and original author of certain works of authorship entitled: .

These works shall be referred to collectively herein as “**the Work**” and such term shall include any documents attached hereto, all drafts of these documents, and any other materials or work products submitted by Assignor for consideration by Assignee in connection with these documents. To the extent that any third party licenses are required to use the Work, the specific licenses are indicated by the Assignor at the end of this Assignment, where indicated.

- (B) Assignor is the sole owner, without any encumbrances, of the following trademarks subject to this assignment, if any, referred to collectively herein as “the Trademarks”:

- (C) Assignor and Assignee shall be referred to collectively as the “Parties” and individually as a “Party” to this Assignment.

- (D) The Work was specially ordered or commissioned for use by Assignee, and to the extent permitted by law the Work is a work made for hire for the benefit of Assignee as the sole author of the work made for hire.

- (E) Assignor is the sole owner, without encumbrances, of any and all rights in the following patent applications and issued patents subject to this assignment, if any, referred to collectively as “the Patents” together with any and all rights in continuations, divisionals, continuations-in-part,

- (F) Assignor is the sole owner, without encumbrances, of the following intellectual property rights, in addition to the Works, the Trademarks and the Patents, if any, these additional intellectual property rights be referred to collectively herein as “the Additional Intellectual Property Rights”:

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION INCLUDING, WITHOUT LIMITATION, THE FOLLOWING TERMS AND CONDITIONS, THE RECEIPT AND SUFFICIENCY OF WHICH ASSIGNOR HEREBY ACKNOWLEDGES, THE PARTIES INCORPORATE THE REPRESENTATIONS AND WARRANTIES OF THE WHEREAS CLAUSES INTO THIS ASSIGNMENT, AS BINDING ON ASSIGNOR, AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

- 1.0 Assignor acknowledges that the information entered below, as the undersigned Assignor, is true and correct to the best of Assignor's knowledge.
- 2.0 **To the extent that the Work, or any portion of it, is capable of being a work made for hire under the Copyright Act, Assignor hereby agrees that this Work shall be considered a Work Made for Hire, for and on behalf of Assignee and under Assignee's direction and control, and Assignee is the sole author of the Work.** Otherwise, Assignor hereby irrevocably assigns to Assignee, its successors and assigns, all right, title and interest in the United States and worldwide, in and to the following:
 - 2.1 The copyright in the Work;
 - 2.2 The copyright and the copyrights on all derivative works in the Work;
 - 2.3 The right to apply for copyright registration in the United States Copyright Office and throughout the world;
 - 2.4 All electronic rights;
 - 2.5 All rights to renewals and extensions for copyright reproduction in all media; and
 - 2.6 All other rights, including without limitation synchronization rights and moral rights, wherever recognized.
- 3.0 Assignee, its related companies, and licensees shall have the sole right to print, reprint, reproduce, manufacture, distribute, display, publish, license, create derivative works, and vend the Work, as an abstract and in its complete form, and it is agreed that the copyright to both forms is hereby conveyed.
- 4.0 It is specifically understood and agreed that the rights, title, and interest assigned to Assignee herein include, but are not limited to, the right to reproduce, manufacture, and distribute the Work and the right to display such Work in Assignee's marketing materials, in other printed material for distribution by Assignee, or in any other manner chosen by Assignee, including, without limitation, the right to electronic archiving, distribution and retrieval of the Work, and all other rights, as if Assignee were deemed the author of a Work Made for Hire.
- 5.0 Assignor and Assignee agree that this Assignment shall continue in perpetuity; the rights assigned to Assignee are not limited in time or territory.
- 6.0 Assignee and its licensees and successors in interest shall have any and all rights to exploit the Work, at Assignee's sole discretion, without acknowledgement or attribution.
- 7.0 Assignee, at its sole discretion, may grant permission to third parties to use all or part of the Work, may modify the work and may register derivative works solely in the name of the author of the derivative works.
- 8.0 Assignor expressly agrees to sign any other documents or do any other acts as may be necessary to effectuate this Assignment and to register the ownership of Assignee in the copyright to the Work and renewals thereof, worldwide.

- 9.0 Assignor represents that Assignor, and each of them, has the authority to enter into and to perform this Assignment, voluntarily entered into this Copyright Assignment and understands that, from the date of this Assignment forward, the copyright to the Work created by Assignor are owned, and will be owned, solely by Assignee. Assignor further represents that it understands that it shall not be entitled to any royalties or future payments of any kind arising from the Work or any derivative works, regardless of their form.
- 10.0 Assignor agrees that the terms and provisions of this Assignment shall apply to Assignors' heirs, beneficiaries, successors in interest, and assigns, and each of them.
- 11.0 This Assignment shall be governed by and construed in accordance with the laws of _____, U.S.A., as if executed and fully performed solely within the State of _____.
- 12.0 Assignor, and each of them, hereby irrevocably assigns to Assignee, its successors and assigns, all right, title and interest in the United States and worldwide, in and to the following:
- (i) any and all copyrights in source code or object code owned or controlled by Assignor for the Work to be used or fully enjoyed and exploited by Assignee;
 - (ii) the Trademarks and any and all rights to domain names, names and trademark rights owned or controlled by Assignor used in the Work or incorporated in any way in the Work;
 - (iii) the Patents and any other patent rights owned or controlled by Assignor necessary for the Work to be used or fully enjoyed and exploited by Assignee;
 - (iv) the Additional Intellectual Property Rights and any and all music, voices and images included in the Work or used by the Work, whether or not recognizable as music, voice or likeness of Assignors, and each of them, together with any and all rights required to make use of the music, voices and images, including, without limitation, synchronization rights and rights to create derivative works or works having similar sounding music or voices, similar appearing images or a combination of images, music and voices appearing to be similar to images, music and voices contained in the Work; and
 - (v) Assignor hereby grants Assignee a fully paid up, royalty free license to use any other rights, source code, name, image, likeness, copyrights, and security devices owned or controlled by Assignor that are needed for Assignee to use or fully enjoy and exploit any of these, without interference to Assignee's quiet enjoyment of the Work.
- 13.0 Confidentiality. "Confidential Information" means information or materials (regardless of whether conceived, originated, discovered or developed, in whole or in part, by Assignor, Assignee or others) that Assignor obtains knowledge or has access through as a result of Assignor's relationship with Assignee including, without limitation and whether or not reduced to writing: manuscripts, scripts, publications, drawings, specifications, discoveries, inventions, designs, concepts, research, documentation, diagrams, customer lists, donors, investors, patient health information and "know-how." Confidential Information does not include anything publicly known that is generally employed by the trade, information received by Assignor from another that is not confidential and without violating any laws or obligations of confidentiality, and any information that Assignor already possesses independent of any disclosure by Assignee as shown by evidence presented by Assignor. **Assignor agrees to hold in confidence and not to directly or indirectly reveal, disclose, or transfer any Confidential Information to any person or utilize any Confidential Information for any purpose, except as directed by Assignee in writing.** All written materials or notes of any kind, in any way incorporating or reflecting any Confidential Information shall belong exclusively to Assignee and shall be returned to Assignee upon request. **Before disclosing any Confidential Information to any independent contractor, such an independent contractor shall be required to sign this Assignment as an Assignor and shall be bound by the terms of this Assignment.**

IN WITNESS WHEREOF, the undersigned have executed this Assignment on the dates entered below.

SIGNED:

Assignor
(_____)

Assignee
(_____)

By: _____ (1st Assignor)

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

Third Party Materials (describe below & attach Third Party License terms or enter NONE):

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, who is/are personally known to me, or has/have produced _____ as identification.

Signature of Notary Public,

My Commission Expires:

IN WITNESS WHEREOF, the undersigned have executed this Assignment on the dates entered below.
SIGNED:

Assignor

By: _____ (2nd Assignor)

Name: _____

Title: _____

Dated: _____

Third Party Materials: (describe below & attach any and all Third Party License terms or enter NONE):

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, who is/are personally known to me, or has/have produced _____ as identification.

Signature of Notary Public,

My Commission Expires:

IN WITNESS WHEREOF, the undersigned have executed this Assignment on the dates entered below.
SIGNED:

Assignor

By: _____ (3rd Assignor)

Name: _____

Title: _____

Dated: _____

Third Party Materials: (describe below & attach any and all Third Party License terms or enter NONE):

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, who is/are personally known to me, or has/have produced _____ as identification.

Signature of Notary Public,

My Commission Expires: