

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Agreement”) dated _____, 201__ (“Effective Date”) between _____, a [type of entity] (“I”), and _____, a [type of entity] (“Purchaser”).

RECITALS

WHEREAS, Assignor is the owner of certain IP Rights (defined below) relating to [describe].

WHEREAS, Assignor wishes to sell to Purchaser, and Purchaser wishes to purchase from Assignor, the above-referenced IP Rights from Assignor.

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, representations and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

AGREEMENT

1. Definitions

1.1 “IP Rights” means any and all now known or hereafter existing (a) rights associated with works of authorship throughout the universe, including exclusive exploitation rights, copyrights, moral rights, and rights in and to mask works, source code, object code, databases, schematics, specifications, and other documentation; (b) trademark and trade name rights; (c) know-how and trade secret rights; (d) patents, designs, algorithms, and other industrial property rights and rights in inventions; (e) any other intellectual property and proprietary rights of every kind and nature throughout the universe, whether arising by operation of law, by contract or license, or otherwise; and (f) all registrations, applications, renewals, extensions, combinations, divisions, or reissues of the foregoing.

1.2 “Assigned IP” means (i) the products, technology, and other items described in Exhibit A; (ii) any sub-parts, components, or other subsets of the foregoing; (iii) any schematics, specifications, or other documentation relating to (i) or (ii) above; and (iv) any and all IP Rights in and to (i), (ii), or (iii) above. **[If applicable:** Assigned IP shall not include any IP Rights described in Exhibit B (“Excluded IP Rights”)]. Upon the mutual written agreement of the parties, additional assets may be added to those listed in Exhibit A.

1.3 “Other IP Rights” means any IP Rights of Assignor which are neither Assigned IP nor purchased or licensed perpetually and irrevocably from Assignor by Purchaser under a separate agreement, and which would be infringed by the manufacture and/or sale of any Assigned IP.

2. Assignment

2.1 In consideration of Purchaser’s covenants, promises, agreements, representations and obligations set forth herein, Assignor hereby assigns, transfers, conveys and sets over to Purchaser all of Assignor’s worldwide rights, title and interest in and to the Assigned IP, including the right to sue any third party for past infringement of the Assigned IP.

2.2 Assignor grants to Purchaser, under the Other IP Rights, an irrevocable, perpetual, nonexclusive, worldwide, sub-licensable, fully paid-up license, to use, make, have made, sell, offer for sale, lease, import, distribute, reproduce, perform, display, translate, and to otherwise freely manipulate or exploit in any form, the Assigned IP.

2.3 Assignor agrees to assist Purchaser in all matters necessary to evidence and perfect the assignment of the Assigned IP as set forth in this Agreement, including the filing or recordation of the assignments contained herein with appropriate regulatory bodies, at Purchaser's reasonable expense, and to execute all documents Purchaser may reasonably request for such purpose.

2.4 If Purchaser is unable, for any reason whatsoever, to secure Assignor's signature to any document that Assignor is required to execute pursuant to Section 2.3 (after providing a copy of such document to Purchaser and providing Purchaser with a reasonable time to reply), then with respect to such document and the content therein, Assignor hereby irrevocably designates and appoints Purchaser and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, authorized to act for and in Assignor's behalf, to execute and file any such document, and to do all other lawfully permitted acts to further the purposes of the foregoing, with the same legal force and effect as if performed by Assignor. A copy of any document signed by Purchaser pursuant to this Section will be sent to Assignor within five (5) business days after it is so signed.

2.5 Assignor further agrees to deliver to Purchaser upon execution of this Agreement any and all tangible manifestations of the Assigned IP, including without limitation all notes, records, files, and tangible items of any sort in its possession or under its control relating to the Assigned IP. Such delivery will include all present and predecessor versions. In addition, Assignor agrees to provide to Purchaser from and after the execution of this Agreement an at the expense of the Company competent and knowledgeable assistance to facilitate the transfer of all information, know-how, techniques, processes, and the like related to such tangible manifestations and otherwise comprising the intangible aspects of the Assigned IP.

3. Warranty and Limitation of Liability

3.1 Assignor makes the following representations and warranties with respect to the Assigned IP:

(a) Assignor has good title to the Assigned IP free and clear of all security interests, liens, covenants, restrictions or other encumbrances, and has the right to grant Purchaser all of the rights intended to be transferred by Agreement.

(b) The transfer to Purchaser of the Assigned IP will not require compliance with any reporting, disclosure or notification procedure of any governmental agency or authority of the United States, other than **[if applicable:** compliance with the pre-merger notification rules under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and] customary filings with the U.S. Patent and Trademark Office and U.S. Copyright Office.

(c) Exhibit A to this Agreement describes the Assigned IP that will be transferred to Purchaser upon execution of this Agreement. Pursuant to this Agreement and

subject to the terms herein, Purchaser shall, as of the Effective Date, have the right to use or otherwise exploit all of the Assigned IP referred to herein.

(d) To Assignor's knowledge, no third party is infringing on or has misappropriated any of Assignor's rights in and to the Assigned IP, where "knowledge" means the actual knowledge of Assignor's chief executive, technology, or legal officers (regardless of title), provided that such persons shall have made reasonable inquiry of those managerial employees of Assignor whom such officers would reasonably expect to have actual knowledge of such infringement.

(e) None of the Assigned IP infringes the IP Rights of any third party;

(f) No claim by any third party contesting the validity or enforceability of any of the Assigned IP has been received by Assignor or to the knowledge of Assignor is currently outstanding; and

(g) There are no royalty or other payment obligations and no restrictions associated with continued use of the Assigned IP.

3.2 Assignor warrants that any products, software, or technology provided to Purchaser hereunder operate substantially in accordance with the relevant specifications and/or provided documentation, and Assignor agrees that it will make reasonable efforts to correct material deficiencies in any such products, software, or technology identified to Assignor by Purchaser within six (6) months of the Effective Date.

4. Reservation of Rights

4.1 Assignor agrees that it will not design, have designed, develop, have developed, make, have made, or sell any products that are substantially similar to the Assigned IP.

4.2 Assignor will not be entitled to enter into new licensing arrangements regarding the Assigned IP after the Effective Date, and will not be entitled to renew any license executed prior to the Effective Date. Within fifteen (15) days of any written request by Purchaser, Assignor will provide to Purchaser complete and accurate information regarding whether and to what extent any third party identified in such request has licensed any Assigned IP from Assignor.

4.3 Other than the licenses (if any) expressly granted to Assignor in Section 4, no rights or licenses, whether express or implied, are granted or deemed granted to Assignor hereunder or in connection herewith. Assignor hereby acknowledges that upon execution of this Agreement it retains no right to the Assigned IP, and Assignor agrees not to challenge the validity of Purchaser's ownership thereof.

4.4 Purchaser shall not have any obligation hereunder to institute any action or suit against any third party for infringement of any of the Assigned IP or to defend any action or suit brought by a third party that challenges or concerns the validity of any of the Assigned IP. Assignor shall not have any right to institute any action or suit against third parties for infringement of any of the Assigned IP, regardless of whether such infringement occurred before or after the Effective Date. Purchaser shall not be required to file any application, or

to secure any patent or other IP Rights, or to maintain any IP Rights in force, with respect to the Assigned IP.

5. Confidentiality

5.1 Each party (the “Receiving Party”) shall keep confidential all proprietary and confidential information (“Confidential Information”) of the other party (the “Disclosing Party”) that is disclosed to the Receiving Party and shall not use the Disclosing Party’s Confidential Information except as authorized under this Agreement. The Assigned IP and all materials relating thereto shall be deemed Confidential Information of Purchaser under this Section.

5.2 Section 5.1 imposes no confidentiality obligation with respect to information that: (i) was known to the Receiving Party without a duty of confidentiality before it was disclosed by the Disclosing Party (except for the Products and Assigned IP); (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party or any of its agents; (iii) is rightfully received by the Receiving Party from a third party without a duty of confidentiality (except for the Products and Assigned IP); or (iv) is independently developed by the Receiving Party as evidenced by written records of the Receiving Party. The confidentiality obligations under Section 5.1 shall survive any expiration or termination of this Agreement.

6. Indemnification

6.1 Assignor shall defend, indemnify and hold harmless Purchaser and its officers, directors, employees, shareholders, successors and assigns from and against any and all losses, damages, liabilities, settlement costs and expenses (including legal expenses and the expenses of other professionals and any award of consequential damages on a claim brought by a third party against Purchaser) as incurred, resulting from or arising out of any inaccuracy in, breach, violation, default, or non-fulfillment of any of the representations, warranties or covenants made by Assignor in this Agreement. Purchaser will provide Assignor with prompt written notice of the claim and permit Assignor to control the defense, settlement, adjustment or compromise (including the right to obtain any necessary licenses for Purchaser) of any such claim, provided that Assignor shall have no authority to make any stipulation or incur any obligation on behalf of Assignor without Assignor’s written consent. Purchaser may employ counsel at its own expense to assist it with respect to any such claim; provided, however, that if such counsel is necessary because of a conflict of interest of either Assignor or its counsel or because Assignor does not perform as set forth in this Section, Assignor will bear the expense of such counsel.

6.2 Assignor shall have no obligation under Section 6.1 to the extent any claim of infringement or misappropriation results from: (i) use of the Assigned IP in combination with any other product not intended by Assignor, provided that there would be no infringement but for such combination; or (ii) modification of the Assigned IP by or on behalf of Purchaser, provided that there would be no infringement but for such modification; or (iii) know-how or trade secrets, whether in whole or in part, that are disclosed in or form the basis for any Assignor patent application assigned under this Agreement to Purchaser, but which cannot be incorporated into the claims of any issued patent due to prior art unknown to Assignor as of the Effective Date.

7. Miscellaneous

7.1 Successors and Assigns. Assignor may not assign this Agreement or any of its rights or obligations herein without the prior written consent of Purchaser, which shall not be unreasonably withheld; any assignment made or attempted in violation of the foregoing shall be null and void. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the parties and their respective permitted successors and assigns. Notwithstanding any assignment of this agreement by Assignor, Assignor shall remain responsible for all of its obligations as set forth in this Agreement.

7.2 Choice of Law. This Agreement shall be governed and construed under the internal laws of the State of California, without regard to any provision that would cause the laws of another jurisdiction to apply.

7.3 Notices. Notices under this Agreement shall be sufficient only if personally delivered, sent by fax with confirmation of receipt, delivered by a major commercial rapid delivery courier service, or mailed by certified or registered mail, return receipt requested to a party at its addresses set forth herein or as amended by notice pursuant to this Section.

For Assignor:

For Purchaser:

7.4 Relationship of the Parties. The parties hereto are independent contractors and nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, employment, franchise, or agency relationship between the parties. Neither party has the authority to, and neither party shall, make any representation, prepare documents or statements on behalf or in the name of the other party, give any warranties, enter into a contract on behalf of the other party or obligate the other party in any manner, unless expressly authorized to do so in writing by the other party.

7.5 General. No modification or supplement to this Agreement will be effective unless reduced to a single writing signed by both parties and expressly referencing this Agreement and the provision(s) to be modified, except that either party may amend its address for notice by written notice to the other party. Should one of the conditions of this Agreement be invalid this fact shall not adversely affect the other conditions hereof. Any invalid condition shall be replaced by a condition that is permissible under the law and that comes closest to the economic intent of the provision(s) held invalid. This Agreement (including the exhibits attached hereto) constitutes the entire contract between the parties hereto with respect to the subject matter hereof, and replaces all oral or written agreements entered into between the parties hereto prior to its signing regarding the Assigned IP.

WHEREFORE, the parties have executed this Agreement by their duly authorized representatives on the dates and at the places shown below.

ASSIGNOR

PURCHASER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

ASSIGNED IP

EXHIBIT B

EXCLUDED IP RIGHTS