**ASSIGNMENT OF INTELLECTUAL PROPERTY**

**THIS DEED** is between:

(1) [*Insert full name of individual or company*] of [*insert address*] (the “**Assignor**”); and

(2) [*Insert full name of individual or company*] of [*insert address*] (the “**Recipient**”).

**IT IS AGREED** as follows:

1 For the purposes of this Deed:

“**Assigned Rights**” means all Intellectual Property Rights in and to [*insert details of the relevant work*].

“**Intellectual Property Rights**” means copyright and related rights, design rights, database rights, trade names or get-ups, unregistered trade marks, registered trade marks, domain names, rights in designs, any patents, any other rights in inventions, discoveries and improvements, rights to use and protect the confidentiality of confidential information and any other industrial or intellectual property right subsisting in any country in the world (including, without limitation, applications for registration and the right to apply for any of the same in any country in the world) in each case for the full period thereof and all extensions and renewals thereof.

2 The Assignor hereby assigns to the Recipient absolutely and with full title guarantee all right, title and interest in and to the Assigned Rights, including, without limitation, the right to take proceedings and recover damages in respect of past infringements and in respect of any aggravated or exemplary damages.

3 To the extent that the Assigned Rights include copyright, the Assignor hereby irrevocably and unconditionally waives, to the fullest extent permitted by law, all moral rights in the relevant copyright-protected work for the purposes of the Copyright, Designs and Patents Act 1988 (as amended) and any similar or equivalent rights subsisting anywhere in the world.

4 The Assignor shall provide all such information and other assistance as may reasonably be required for the purpose of making any application for protection of the Assigned Rights and for prosecuting, maintaining and enforcing the same (provided that the Recipient shall promptly reimburse the Assignor for all expenses which the Assignor reasonably incurs in carrying out these obligations).

5 The failure or delay of a party to exercise or enforce any right under this Deed shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any time or times thereafter.

6 This Deed constitutes the entire understanding between the parties with respect to its subject matter and supersedes and replaces all prior agreements, negotiations and discussions between them relating to it. However, nothing in this Deed purports to exclude liability for any fraudulent statement or act.

7 No person who is not a party to this Deed shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it.

8 This Deed shall be interpreted and enforced in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales to settle any disputes which may arise out of or in connection with this Deed.

This document is executed as a deed and delivered on the later date stated below.

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| --- | --- |
| Executed as a deed by: | ............................................................................................................. |
| NAME (IN BLOCK CAPITALS): | ............................................................................................................. |
| Job title: | ............................................................................................................. |
| For and on behalf of: | ............................................................................................................. |
| Date: | ............................................................................................................. |
| In the presence of |  |
| Witness signature: | ............................................................................................................. |
| WITNESS NAME (IN BLOCK CAPITALS): | ............................................................................................................. |
| Witness Address: | ............................................................................................................. |
|  | ............................................................................................................. |
| Witness Occupation: | ............................................................................................................. |

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| --- | --- |
| Executed as a deed by: | ............................................................................................................. |
| NAME (IN BLOCK CAPITALS): | ............................................................................................................. |
| Job title: | ............................................................................................................. |
| For and on behalf of: | ............................................................................................................. |
| Date: | ............................................................................................................. |
| In the presence of |  |
| Witness signature: | ............................................................................................................. |
| WITNESS NAME (IN BLOCK CAPITALS): | ............................................................................................................. |
| Witness Address: | ............................................................................................................. |
|  | ............................................................................................................. |
| Witness Occupation: | ............................................................................................................. |