TRADEMARK ASSIGNMENT

****

This Trademark Assignment (the “Agreement”) takes effect on [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Assignor"), a company organised and existing under the laws of the [Country] of [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [COMPANY NAME]** (the "Assignee"), a company organised and existing under the laws of the [Country] of [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

WHEREAS the Assignor is recorded at the [COUNTRY] trade-marks Office as the registered owner of the trademarks described in Annexure A hereto (the “Trade Marks”) under application no. [TRADE MARK APPLICATION NUMBER] (the “Application”);

WHEREAS the Assignor assigns, sells and transfers unto the Assignee all of the Assignor’s rights, title and interest in and to the Trade Marks and the Application;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. For [AMOUNT] and other good and valuable consideration, the receipt of which is hereby acknowledged by the Assignor, the Assignor hereby assigns to the Assignee all the rights, title and interest in and to the Trade Marks and the Application, including the right to file further applications in any country for said trade-mark and to receive registrations therefore, and also including the rights, title and interest to any goodwill connected with any use of said trade-mark. The assignee shall not amend the existing registrations of the Trade Marks or the Application or any registration which may issue upon approval of the Application or file additional applications for registration for any trademark which includes the word “[YOUR COMPANY NAME]” unless it has obtained the prior written consent of the Assignor, acting reasonably.

2. The Assignor and the Assignee agree to sign all other documents which may be useful and necessary to give effect to the foregoing or to establish that the Assignor does not have any other right, title and interest in and to the Trade Marks and the Application.

3. This agreement is governed by and interpreted and enforced in accordance with, the laws in force in the [Country] of [COUNTRY].

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

# ASSIGNOR ASSIGNEE

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title

**ANNEXURE A**

**TRADEMARK SUBSCRIPTION**