

# Assignment Agreement

This Assignment Agreement (the "Assignment") is made and entered into by and between the parties

\_\_\_\_\_, (the "Assignor"), whose legal mailing address is \_\_\_\_\_, and \_\_\_\_\_ (the "Assignee"), whose legal mailing address is \_\_\_\_\_.

For good and valuable consideration, it is agreed by and between the parties that the Assignor hereby assigns and assigns to Assignee all rights, title and interest held by the Assignor in and to the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

The Assignor hereby warrants that it has full rights and authority to enter into this assignment and that the rights and benefits assigned hereunder are free and clear of any lien, encumbrance, adverse claim or interest by any third party.

This Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.

This Assignment shall be governed by the laws of the State of \_\_\_\_\_, applicable to agreements executed and to be performed entirely therein.

\_\_\_\_\_  
Assignor

Date \_\_\_\_\_

\_\_\_\_\_  
Assignee

Date \_\_\_\_\_