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Trademark Assignment Agreement

State of Alabama

This Trademark Assignment Agreement ("Assignment"), made effective as of the date set forth at the end of this document, is agreed to by and between the following parties:

_____, ("Assignor"), having an address as follows:

_____

and _____, ("Assignee"), having an address as follows:

_____

RECITALS:

WHEREAS, Assignor is the owner of a mark (the "Mark") registered with the United States Patent and Trademark Office ("USPTO") with details as follows:

Registration number: _____
Registration date: _____;

WHEREAS, Assignee would like to acquire the rights, title, and/or interest in and to said Mark, as well as any trademarks granted for such in any foreign countries;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), Assignee and Assignor do hereby agree as follows:

Article 1: ASSIGNMENT:

Assignor hereby sells, assigns, transfers, and conveys to Assignee the whole and complete right, title, and interest in and to the Mark that has been or may be granted in the United States and any foreign countries, together with the goodwill of the business symbolized by the Mark. This Assignment includes any goodwill of any business relating to products or services on which the Mark has been used and for which it is registered. The Assignment also includes any and all royalties, income, or other such fees (which may include damages or fees for infringement) due or payable to Assignor regarding the Mark.

Under the terms of this Agreement, Assignee is specifically able to bring any actions for infringement of the Mark, even if the infringement took place before the executed date of this Assignment.

Assignor agrees to completely cease use of the Mark or any confusingly-similar Mark. Assignor will not challenge Assignee's rights in the Mark.

Article 2: PAYMENT:

For the assignment, Assignee agrees to pay Assignor the following sum: $2 (two US dollars).

Assignor will accept the following methods of payment: Cash.

Article 3: COOPERATION:

Assignor agrees to cooperate with Assignee to the fullest extent possible in conveying the right, title and interest in and to the Mark. The cooperation referred to herein includes the prompt completion and execution of any papers necessary, including oaths, declarations, specifications or any other papers required to make good the complete conveyance of the Mark, as well as assistance in proceedings taking place before the USPTO or any foreign country.

Article 4: RECORDATION:

Assignor will be responsible for causing recordation with the USPTO, by submitting all documents necessary to transfer ownership of the Mark. Assignor authorizes Assignee to complete recordation, and the USPTO and any other government officials to record

and register this Assignment.

Assignor will be responsible for paying all fees required to the USPTO for recordation.

Article 5: SUCCESSORS:

The rights and obligations under this Assignment will inure to the benefit and be binding upon any of Assignee's successors and assignees, as well as Assignor's.

Article 6:

Article 7:

Article 8: ENTIRE AGREEMENT:

This Assignment document constitutes the entire agreement between Assignor and Assignee and supersedes any prior or contemporaneous understandings, whether written or oral.

Article 9: HEADINGS:

Headings to this Assignment are for convenience only and shall not be construed to limit or otherwise affect the terms of this Assignment.

Article 10: JURISDICTION & GOVERNING LAW:

This Agreement shall be governed in all respects by the laws of the United States of America and the laws of the state of Alabama. Assignor and Assignee consent to jurisdiction under the state and federal courts within the state of Alabama.

IN WITNESS WHEREOF, the Assignor and Assignee have executed and delivered this Assignment:

_____

Signature:_____

Date:_____

_____

Signature:_____

Date:_____

State of Alabama NOTARIZATION:

On the following date: _____, before me personally appeared the Assignor of this Assignment, namely, _____. I am a Notary Public in and for said the state of Alabama and _____ is personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within the assignment and acknowledged that he/she/they executed the same.

WITNESS my hand and official seal:

Seal:

Signature: