

LETTER OF ASSIGNMENT

Assignor: _____

Assignee: _____

RECITALS

WHEREAS, Assignor is the lawful owner of certain rights, title, and interest as described herein; and WHEREAS, Assignor desires to assign, transfer, and set over to Assignee all rights, title, and interest in and to the subject matter described below, upon the terms and conditions stated herein; and WHEREAS, Assignee desires to accept such assignment and assume all rights and obligations as set forth.

1. ASSIGNMENT

Assignor hereby assigns, transfers, and sets over to Assignee all of Assignor's right, title, and interest in and to the property, rights, claims, and causes of action described herein (the "Assigned Rights"). This assignment is absolute, unconditional, and effective upon execution of this Letter of Assignment.

2. DESCRIPTION OF ASSIGNED RIGHTS

The Assigned Rights include, without limitation, all rights, title, interests, claims, demands, and causes of action related to or arising from the following:

_____.

3. REPRESENTATIONS AND WARRANTIES OF ASSIGNOR

Assignor represents and warrants that: (a) Assignor is the lawful owner of the Assigned Rights, free and clear of any liens, claims, encumbrances, or restrictions; (b) Assignor has full right, power, and authority to enter into and perform this Letter of Assignment and to assign the Assigned Rights; (c) the Assigned Rights have not been assigned, pledged, or otherwise encumbered; and (d) there are no existing agreements that would conflict with or impair the assignment of the Assigned Rights to Assignee.

4. ASSUMPTION OF RIGHTS AND OBLIGATIONS

Assignee hereby accepts the assignment of the Assigned Rights and assumes all rights, title, and interest therein, and agrees to perform all obligations and duties associated with the Assigned Rights, to the extent applicable.

5. INDEMNIFICATION

Assignor agrees to indemnify, defend, and hold Assignee harmless from and against any and all claims, liabilities, losses, damages, costs, and expenses arising from any breach of Assignor's representations and warranties contained in this Letter of Assignment.

6. GOVERNING LAW AND VENUE

This Letter of Assignment shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict-of-law principles. The parties consent to the exclusive jurisdiction and venue of the state or federal courts located in _____ County, _____.

7. ENTIRE AGREEMENT

This Letter of Assignment constitutes the entire agreement between Assignor and Assignee with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral. Any amendments or modifications must be in writing and signed by both parties.

8. SEVERABILITY

If any provision of this Letter of Assignment is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

9. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Letter of Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted by electronic means shall be deemed original signatures for all purposes.

ASSIGNOR'S SIGNATURE

ASSIGNEE'S SIGNATURE

Signature: _____
Name: _____
Title (if applicable): _____
Date: _____

Signature: _____
Name: _____
Title (if applicable): _____
Date: _____

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