

This Agreement is made on

2011

Between:

- (1) **[Designer]** (registered in England and Wales with company number:) whose registered office is at

(the "**Assignor**"); and

- (2) **[Commissioner]** (registered in England and Wales with company number:) whose registered office is at

(the "**Assignee**").

Background:

- (A) The Assignor is the proprietor of certain Intellectual Property Rights (defined below) in the Business (defined below).
- (B) The Assignor has agreed to assign the Intellectual Property Rights to the Assignee on the terms specified below.

This Agreement witnesses as follows:

1. Definitions and interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following definitions shall apply:

"Agreement" means this Agreement (including any schedule or annexure to it and any document in agreed form).

"Intellectual Property Rights" means all intellectual property rights and interests including, without limitation, rights in and in relation to any copyright, design right, registered design right, patent, trade mark, trade and business names (including all goodwill associated with any such name), moral rights, database rights, domain names, topography rights or any similar right exercisable in any part of the world, including the benefit of any applications to register and registrations of any of the foregoing items and all rights in the nature of any of the foregoing items for their full term (including any extensions or renewals thereof) wherever in the world enforceable.

"Materials" means all items and materials owned by or licensed to the Assignor as set out in Schedule 1.

2. Assignment

- 2.1 In consideration of the payment in respect of the Materials, the Assignor with full title guarantee hereby assigns and transfers to the Assignee:

- (a) all its right, title and interest in the Intellectual Property Rights in the Materials; and

- (b) all rights of action, powers and benefits arising from ownership of the Intellectual Property Rights in the Materials throughout the world, including the right to sue for damages and other legal and equitable remedies (and retain any financial award made in any action) in respect of all causes of action arising prior to, on or after the date of this Agreement.

2.2 Each party shall bear its own costs and expenses incurred in the preparation, execution and implementation of this Agreement.

3. **Further assurance**

3.1 The Assignor will at the request and expense of the Assignee execute such further documents as may reasonably be required to do any or all of the following:

- (a) vest in the Assignee the rights title and interests expressed to be assigned by clause 2; and
- (b) defeat any challenge to the validity of and resolve any questions concerning the Intellectual Property Rights in the Materials.

4. **Entire Agreement**

4.1 This Agreement sets out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement.

4.2 The Assignee acknowledges that it has entered into this Agreement in reliance only upon the representations, warranties and promises specifically contained or incorporated in this Agreement and save as expressly set out in this Agreement, the Assignor shall have no liability in respect of any other representation, warranty or promise made prior to the date of this Agreement unless it was made fraudulently.

5. **Exclusion of third party rights**

Unless expressly provided in this Agreement, no term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

6. **Governing law and jurisdiction**

6.1 This Agreement shall be governed by and construed in accordance with English law.

6.2 Each of the parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts of England.

In witness this Agreement has been executed on the date appearing at the head of page 1.

Schedule 1
(The Materials)

Executed as an **Agreement** by the Assignor)

Executed as an **Agreement** by the Assignee)

