

SALE OF INTELLECTUAL PROPERTY AGREEMENT

_____, henceforth known as "Buyer," wishes to purchase the intellectual property listed below ("Intellectual Property") from _____, henceforth known as "Seller."

As such, Buyer and Seller agree to the following definitions and provisions:

1. Definition of Intellectual Property

1.1 Buyer agrees to purchase from Seller the Intellectual Property described herein, and any rights, trademarks, etc., associated with said Intellectual Property.

1.2 Intellectual Property, for the purposes of this agreement, is defined as follows:

2. Sale of Intellectual Property

2.1 Seller agrees that {h/shet} has the authority to transfer this Intellectual Property, and further agrees that selling the Intellectual Property means that from the date of this agreement, Seller has no further claims to the Intellectual Property.

2.2 Seller agrees that the description of the Intellectual Property here (and on any included schedules or attachments) is accurate and thorough, and that no facets of the Intellectual Property have been left out of this agreement.

2.3 Seller agrees to transfer any and all rights to the Intellectual Property, which will give Buyer the right to, among other things, exploit the Intellectual Property for profit. Seller agrees that {h/shet} has no further rights to the Intellectual Property, and {h/shet} will not make any further

profit, or any other kind of gain or benefit, as a result of a connection to the Intellectual Property, unless otherwise specified in the below paragraph.

2.4 As such, the sale price of the Intellectual Property is _____, to be paid _____

_____.

3. Transfer/Assignment

3.1 Seller agrees to provide Buyer with any and all documents related to this Intellectual Property, including any patent agreements, copyright certificates, plans, written works, etc. This transfer/assignment shall begin upon the signing of this agreement, and shall be completed no later than _____ past the signing.

3.2 Both parties agree that the sale of the Intellectual Property is their only business, and that it does not commit either to any sort of relationship other than that needed for this agreement.

4. Severability

Should any portion of this agreement be deemed invalid or unenforceable, that portion shall be removed from the agreement, and no other portion of the agreement shall be affected, nor deemed invalid or unenforceable.

5. Indemnity

If either party is found to be in breach of this Agreement, the offending party will indemnify the offended party for any legal fees accrued as a result of the breach. Lost profits incurred as a result of any such breach **{wiwill not}** be repaid by the offending party.

6. Jurisdiction

This Agreement shall be governed by the laws and regulations of the state of

_____.

Signed:

Buyer Printed Name

Buyer Signature

Seller Printed Name

Seller Signature