

TRADEMARK ASSIGNMENT

Assignor: _____, of _____

Assignee: _____, of _____

Trademark

1. The Assignor is the owner of the following trademark (the "Mark"):

2. The Mark is registered at the United States Patent and Trademark Office.

Assignment

3. The Assignor, in consideration the Price, the receipt and sufficiency of which is hereby acknowledged, does sell, assign and transfer to the Assignee the Mark, together with that portion of the good will of the business with which the Mark is associated, and all right, title and interest in the Mark, including, but not limited to, the right to register the Mark, to renew registration of the Mark and to license the use of the Mark.
4. The Assignee, in consideration of the Assignor assigning the Mark to the Assignee on the terms in this Agreement, will pay to the Assignor the following amount: \$ _____ (the "Price").
5. The Price is payable in U.S. dollars and is payable as follows: on the signing of this Agreement.

Representations and Warranties

6. The Assignor represents and warrants to the Assignee that the Assignor has the authority to enter into this Agreement.

7. The Assignee represents and warrants to the Assignor that the Assignee has the authority to enter into this Agreement.

In Witness whereof the parties have affixed their signatures in the State of California on

_____.
