

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of Intellectual Property Rights (this “**Assignment**”) is made as of August 1, 1996 among [Assignor 1], Assignor 2], (collectively the “**Assignors**”) and [Name of Party Receiving Rights], an [State] corporation (the “**Company**”).

CLAUSES

1. Assignment of Exclusive Rights. Through this instrument, the Assignors sell, grant, convey and assign to the Company, exclusively for the United States market, in and for all languages (including but not limited to computer and human languages whether now existing or subsequently developed) all of the Assignors’ rights, titles and interests in or under the Agreement, including all rights of the Assignors under all United States, Federal, State or other “Governmental Authority” (as defined in Section 3 below), copyright, trademark, trade secret, trade name, service mark, service name, patent, and all other intellectual property or industrial property laws or rights of any type or nature concerning the Agreement or the products identified in the Agreement. The foregoing assignment of rights by the Assignors to the Company is all inclusive and is without reservation of any right, title, interest or use in the United States market, whether now existing or subsequently arising. The parties specifically agree that the Assignors have retained all rights under the Agreement to market any and all of the products identified in the Agreement in any market existing throughout the world other than the United States.

2. Further Instruments. The parties shall execute, acknowledge and deliver to the Company, within five (5) days of the Company’s request for the same, such further instruments and documents as the Company may request from time to time to facilitate registration of any filings or record the transfers made in this Agreement in any public office, or otherwise to give notice or evidence of the Company’s exclusive rights to exploit the products identified in the Agreement, to exercise all the rights arising under the Agreement anywhere in the United States and Canada.

3. Governmental Authority Definitions. For purposes of this Agreement, the following terms shall have the following meanings: (i) the term “**United States**” shall mean the United States of America, and all geographical territories and subdivisions of the United States of America; (ii) the term “**Other Nations**” shall mean each country, principality or other independent territory and each subdivision thereof, which is not a part of the United States; (iii) the term “**Supra-National Authority**” shall mean the European Union, the United Nations, the World Court, the Commonwealth, the North Atlantic Treaty Organization, the General Agreement or Tariffs and Trade, the North American Free Trade Agreement and all other multi-national authorities or treaties which have or may have from time to time jurisdiction over any of the parties to or any performance under this Assignment; and (iv) the term “**Governmental Authority**” shall mean any subdivision, agency, branch, court, administrative body, legislative body, judicial body, alternative dispute resolution authority or other governmental institution of (A) the United States, (B) any state, municipality, county, parish, subdivision or territory of the

United States, (C) all other Nations, (D) any state, territory, county, province, municipality, parish or other subdivision of any Other Nations, and (E) all Supra-National Authorities.

4. No Assignment. The Company may not assign any of its rights, duties or obligations under this Assignment or the Agreement without obtaining the prior, written consent of the Assignors, which consent the Assignors may give or withhold in their sole discretion.

5. Binding Effect. This Assignment is binding upon and shall inure to the benefit of the Company, its successors and assigns and the Assignors and their successors and assigns. This Assignment supersedes any prior understandings, written agreements or oral arrangements between the parties which concerns the subject matter of this Assignment. This Assignment constitutes the complete understanding among the parties, and no alteration or modification of any this Assignment's provisions will be valid unless made in a written instrument which all the parties sign.

6. **Applicable Law.** The laws of the State of [State] (other than those pertaining to conflicts of law) shall govern all aspects of this Assignment, irrespective of the fact that one or more of the parties now is or may become a resident of a different state.

[Assignor 1]

[Name of Party Receiving Rights],
an [State] Corporation

[Assignor 2]

By: _____
Its: _____