

# ASSIGNMENT AGREEMENT

---

This Assignment Agreement (the "Agreement") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between:

## I. THE PARTIES

The Assignor: \_\_\_\_\_

Address: \_\_\_\_\_

The Assignee: \_\_\_\_\_

Address: \_\_\_\_\_

The Assignor and Assignee may be referred to individually as a "Party" and collectively as the "Parties."

## II. BACKGROUND

WHEREAS, the Assignor is a party to a certain contract, agreement, lease, or holds specific rights or interests described below (the "Assigned Interest"); and

WHEREAS, the Assignor desires to assign, transfer, and convey to the Assignee all of the Assignor's rights, title, and interest in and to the Assigned Interest; and

WHEREAS, the Assignee desires to accept such assignment and assume all obligations and liabilities associated with the Assigned Interest from the Effective Date forward.

## III. DESCRIPTION OF ASSIGNED INTEREST

The contract, agreement, property, or rights subject to this Assignment are described as follows:

---

---

---

---

(Hereinafter referred to as the "Assigned Interest").

#### **IV. ASSIGNMENT AND ASSUMPTION**

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns, transfers, and sets over to the Assignee all of the Assignor's right, title, and interest in and to the Assigned Interest, including all benefits, privileges, and powers appertaining thereto.

2. **Assumption.** The Assignee hereby accepts the assignment and assumes and agrees to perform, pay, and discharge all obligations, duties, and liabilities of the Assignor arising under or relating to the Assigned Interest from and after the Effective Date.

3. **Retained Liabilities.** The Assignor shall remain solely liable for any and all obligations, duties, and liabilities arising under or relating to the Assigned Interest prior to the Effective Date.

#### **V. CONSIDERATION**

The Parties agree that the consideration for this Assignment is:

---

---

#### **VI. REPRESENTATIONS AND WARRANTIES**

The Assignor represents and warrants to the Assignee that:

- a. **Ownership.** The Assignor is the sole owner of the Assigned Interest and has the full right, power, and authority to assign the same.
- b. **No Prior Assignment.** The Assignor has not previously assigned, transferred, or pledged the Assigned Interest to any other party.
- c. **No Encumbrances.** The Assigned Interest is free and clear of any liens, claims, encumbrances, or

security interests, except as disclosed in writing to the Assignee.

d. **No Default.** To the best of the Assignor's knowledge, the Assignor is not in default under any contract or agreement constituting the Assigned Interest.

## VII. CONSENT OF THIRD PARTIES

Check the applicable provision:

**Consent Not Required.** The Assignor represents that the Assigned Interest may be assigned without the consent of any third party.

**Consent Required.** This Agreement is contingent upon obtaining the written consent of the third party (the "Obligor") associated with the Assigned Interest. The Assignor agrees to use best efforts to obtain such consent.

## VIII. INDEMNIFICATION

1. **Indemnification by Assignor.** The Assignor agrees to indemnify, defend, and hold harmless the Assignee from and against any and all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or resulting from any breach of the Assignor's representations, warranties, or obligations under this Agreement, or relating to the Assigned Interest prior to the Effective Date.

2. **Indemnification by Assignee.** The Assignee agrees to indemnify, defend, and hold harmless the Assignor from and against any and all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Assignee's failure to perform the obligations assumed hereunder after the Effective Date.

## IX. GENERAL PROVISIONS

1. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_.

2. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

3. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

4. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

5. **Amendment.** This Agreement may be amended or modified only by a written instrument executed by both Parties.

6. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. **Further Assurances.** The Parties agree to execute and deliver such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the intent and purposes of this Agreement.

## X. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Assignment Agreement as of the date first written above.

---

### ASSIGNOR

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Address: \_\_\_\_\_

---

### ASSIGNEE

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Address: \_\_\_\_\_

**XI. NOTARY ACKNOWLEDGMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ (Assignor) and \_\_\_\_\_ (Assignee), proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

(Seal)