**AGREEMENT ON TRADEMARK ASSIGNMENT**

This Agreement made on the [*date/month/year*], in [*place*], between:

# Name: […..]

**Address: [……....]**

(Hereinafter referred to as the **"Assignor"**)

**and**

# Name: […..]

**Address: [……....]**

(Hereinafter referred to as the **"Assignee"**)

WHEREAS

The Assignor is the legitimate owner of the following registered trademark in Vietnam (Hereinafter referred to as the Trademark):

|  |  |  |
| --- | --- | --- |
| **No.** | **Trademark** | **Registration No.** |
| 1. | **[…..]** | **[…..]** |

**THE PARTIES HEREBY AGREED** as follows:

**Article 1: Object for assignment**

The Assignor hereby declares assigning the rights (or any part of them) derived from and connected with the Trademark to the Assignee.

**Article 2: Validity of the agreement**

The Agreement shall be effective as from the signing date of this Agreement.

**Article 3: Conditions of amendment, cancellation of validity of the agreement**

Every amendment, supplementation to this Agreement should be made in writing and sign on by authorized representatives of the parties.

The Agreement shall be suspended in case the industrial property right of the Assignor is suspended or where the even of force majeure happens.

The Agreement shall be invalid if the industrial property right of the Assignor is cancelled.

**Article 4: Assurances and obligations of the Assignor**

The Assignor assures that the object for assignment belongs to the ownership of the Assignor and this assignment does not infringe upon the industrial property right of a third party. The Assignor pledges to settle all the disputes with a third party arising from this Assignment.

**Article 5: Assignment fees, payment terms**

The Assignor hereby assigns all rights, title and interest in the Trademarks for [price of assignement]. The Assignor hereby confirm due receipt of the payment from the Assignee

**Article 6: Taxes**

The Assignor will take in charge all taxes relating to the assignment consideration under legal regulations on tax.

**Article 7: Registration of Agreement**

The Assignee is obligated to register this Agreement with the National Office of Intellectual Property of Vietnam and is responsible to pay all the fees relating to the registration.

**Article 8: Dispute resolution and applicable law**

Any dispute arising out from the parties shall be settled amicably at first. In case no result reached by the amicable settlement, the parties hereby submit to the jurisdiction of the local economic arbitration.

This agreement shall be interpreted and amended under, and subject to the laws of Poland.

This Agreement is made in 04 originals in English of in equal legal validity. Each party shall keep 02 originals.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of this day of [date/month/year].

ASSIGNOR ASSIGNEE

Signature: Signature:

by:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_