# Trademark Assignment Agreement

THIS AGREEMENT is made on the \_\_\_\_ ***day of \_\_\_\_\_\_\_, 20[…..],*** BETWEEN

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,** a company incorporated under the laws of \_\_\_\_\_\_\_\_\_\_\_\_,having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as **"Assignor"**); AND

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** a corporation organized and existing under the laws of \_\_\_\_\_\_\_\_\_\_, having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter referred to as **"Assignee"**).

The Assignor and Assignee are hereinafter referred to, individually, as “Party”, and, collectively, as “Parties”.

WHEREAS, the Assignor is the proprietor/applicant of Trademarks in Vietnam ("Territory") of which the particulars are set forth below:

Country: **VIETNAM**

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| --- | --- | --- | --- | --- | --- |
| **TRADEMARK** | **APPL. N°** | **APPL. DATE** | **REG. N°** | **REG. DATE** | **CLASS** |
|  |  |  |  |  |  |

WHEREAS, the Assignee desires to acquire from the Assignor the Trademarks in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter entered into, and of further good and valuable consideration, the Parties hereto agree as follows:

1. In consideration of the sum of \_\_\_\_\_\_\_\_ *(please insert the amount and currency) \_\_\_\_\_* paid by the Assignee to the Assignor (the receipt of which the Assignor hereby acknowledges), the Assignor hereby assigns to the Assignee, and the latter hereby accepts, subject to the terms and conditions of this Agreement, all rights, title and interests derived from and in connection with the Trademarks in Territory.

2. The Assignor represents and warrants that it is the sole proprietor/applicant of all rights, title and interests derived from and in connection with the Trademarks in Territory, and that the assignment of the Trademarks from the Assignor to the Assignee shall not cause any infringement of industrial property rights of any third party in the Territory.

 The Trademarks are assigned in their present legal status, which are known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademarks, own registrations or pending applications for registration of the Trademarks and there are no pending cases before the court or national authorities which may adversely affect the Trademarks. The Assignor does not take any further guarantee.

3(a). The Assignor shall assign to the Assignee all its rights and obligations resulting from the transactions between the Assignor and a third party in connection with the Trademarks.

 3(b). The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademarks, which may be required to perfect title in the Trademarks in the Assignee. The Assignor shall make favourable conditions to let the Assignee to have Certificate of Registration/Application of the Trademarks in the Territory.

 3(c). The Assignee shall bear the costs of the assignment of the Trademarks. With immediate effect, the Assignee shall further bear the costs of maintaining and defending the Trademarks.

4. This Agreement shall come into effect on the date on which this Agreement is registered by the competent authority as required by the laws of the Territory. The Parties hereto agree that this Agreement shall be submitted to the aforesaid authority in the Territory for its registration. Each Party hereto shall fully cooperate with the other with regard to such registration or additional or approval that may be required in connection with the implementation of any portion of this Agreement.

5. Except otherwise expressly specified herein, the terms and conditions of this Agreement shall constitute the entire agreement and understanding of the Parties, supersede all previous communications, whether oral or written, between the Parties, including any previous agreement or understanding varying or extending the same, and there are no further or other agreements or understanding, written or oral, in effect between the Parties, with respect to the subject matter hereof.

6. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

7. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination of invalidity hereof, shall be settled through bona fide negotiations between the Parties.

8. Any amendments, modifications, alterations, or supplements to this Agreement shall be made in writing to be legally effective.

9. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS whereof the Parties hereto have caused this Agreement to be duly executed \_\_\_\_\_\_\_\_\_\_ copies on their behalf by their duly authorized officers and representatives on the day and year first above written.

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| **For and on behalf of the Assignor**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Title:  | **For and on behalf of the Assignee**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Title:  |