

Trademark, Domain Name and Social Media Assignment and Transfer Agreement

This Domain Name and Social Media Assignment and Transfer Agreement

("Agreement") dated as of _____, (the "Effective Date"), is made by and between _____, a _____ corporation, with an address of _____ ("COMPANY A) and _____, a _____ corporation, with an address of _____ ("Company B").

Recitals:

COMPANY A desires to transfer certain domain name and social media assets to COMPANY B and COMPANY B desires to receive these assets.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Agreement:

1. Assignment and Transfer. On _____ (the "Transfer Date"), provided all of the conditions in Section 2 have been met, COMPANY B shall accept from COMPANY A, and COMPANY A shall transfer and/or assign to COMPANY B, for good and valuable consideration, all right, title and interest worldwide in and to: (a) the common law, state and/or federal trademark(s) attached as **Attachment 1 to Exhibit A (the "Trademarks")**; (b) ownership and control of the domain name(s) attached as Exhibit B (the "Domains"); (d) ownership of all content available at the Domains, whether audio, visual, textual, or in other format (the "Content"), including any copyrights of any part of the Content; (e) ownership and control of all social media page(s) attached as **Exhibit D (the "Social Media Assets")**; and (f) all goodwill associated with the Trademarks (collectively, the "Transferred Assets"). COMPANY A and COMPANY B shall effect the transfer of the trademark(s) and copyrights by signing assignment agreements attached as **Exhibit A and Exhibit C respectively**. The Parties agree to cooperate in executing all documents and doing all things that are necessary or desirable to further the purposes of this Agreement.



2. Conditions. The obligations of the parties to consummate the transfer described in paragraph 1 are subject to the following conditions:

- a. Approval by COMPANY A, whose approval shall not be unreasonably withheld, of a plan by COMPANY B to notify users and potential users of the transition from COMPANY A to COMPANY B.

3.Liabilities. COMPANY A shall remain solely responsible for any liabilities arising prior to the Transfer Date out of the operation of the Transferred Assets. COMPANY B shall be solely responsible for any liabilities arising out of the operation of the Transferred Assets from the Transfer Date on.

4.Representations and Warranties. COMPANY A represents and warrants that: (a) COMPANY A is the sole owner of the Transferred Assets with all right and title to them, and that none of the Transferred Assets is owned by any third party, whether in whole or in part; (b) COMPANY A is transferring the Transferred Assets to COMPANY B in compliance with applicable law, which does not require the consent of any third party, or if such consent or release was required, COMPANY A has obtained them; and (c) the Content is true and accurate, and its creation, publication, and use does not infringe any copyright, right to privacy or right of publicity, or infringe or violate any other right of any third party.

5.Domains. As of the Transfer Date, COMPANY B shall assume maintenance of the Domains listed in Exhibit B, all websites to which the Domains direct visitors (the “Websites”) and the Content. COMPANY A has paid all fees associated with maintaining the Domains through the expiration date(s) set forth in Exhibit B, and shall not seek reimbursement of any such fees from COMPANY B. COMPANY B shall assume responsibility for all fees associated with maintaining the Domains on the Transfer Date, except as provided herein. On the Transfer Date, COMPANY B shall assume responsibility for responding to requests generated by visitors to the Websites. COMPANY A shall provide COMPANY B all information (including login and password) to access and take full ownership and control of the Domains, Websites and Content, shall inform all employees, vendors and contractors associated with the Domains, Websites or Content of the transfer of ownership and control to COMPANY B and shall do all things necessary or desirable to facilitate the transition for COMPANY B.

6. Social Media. As of the Transfer Date, COMPANY B shall assume maintenance of the Social Media Assets listed in Exhibit D. COMPANY A has paid all fees associated with maintaining the Social Media Assets through the expiration date(s) set forth in Exhibit D, and shall not seek reimbursement of any such fees from COMPANY B. COMPANY B shall assume responsibility for all fees associated with maintaining the Social Media Assets on the Transfer Date, except as provided herein. On the Transfer Date, COMPANY B shall assume responsibility for responding to requests generated by visitors to the Social Media Assets. COMPANY A shall provide COMPANY B all information (including login and password) to access and take full ownership and control of the Social Media Assets, shall inform all employees, vendors and contractors associated with the Social Media Assets of the transfer of ownership and control to COMPANY B and shall do all things necessary or desirable to facilitate the transition for COMPANY B.

7. Partners and Vendors. COMPANY B has full and sole discretion to select any and all partners and vendors as it sees fit and shall be under no obligation to select any particular partner or vendor.

8. Termination. This Agreement may be terminated at any time prior to the Transfer Date by: (a) the mutual consent of the parties; (b) COMPANY B, if there is a material error, misstatement, or omission in any of the representations or warranties of COMPANY A; or (c) by either party if there is a failure to comply by the other party in any material respect with the terms or conditions of this Agreement.

9. Further Assurances. The parties will take all such further lawful action, whether before or after the Transfer Date, as may be necessary or appropriate to effect the transactions contemplated by this Agreement.

10. Notice. All notices, requests, waivers, approvals, consents, demands and other communications under this Agreement shall be given in writing and shall be deemed to have been given when delivered or five (5) days after the date sent by registered or certified mail, postage prepaid to the following addresses:

- a. If to COMPANY B:
- b. If to COMPANY A:

11. Waivers. The failure of either party to exercise any of its rights under the Agreement shall not be deemed to be a waiver of such rights.

12. Assignment. This Agreement and each of the rights and duties described in this Agreement may not be assigned, in whole or in part, by either party, without the express written consent of the other party, which consent may be withheld for any reason.

13. Attorneys' Fees. In the event of any controversy, claim, or dispute between the parties arising out of or related to this Agreement, or the alleged breach thereof, the prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorneys' fees and costs of sustaining its position.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to California's choice of law principles.

15. Entire Agreement; Amendments. This Agreement shall supersede any prior oral or written understandings or communications between the parties. This Agreement constitutes the entire agreement of the parties with respect to its subject matter until the signing of the agreement in the form attached hereto as Exhibit A and C, at which point such agreement and this Agreement together shall constitute the entire agreement of the parties with respect to their subject matter. This Agreement may not be amended or modified, except in a writing signed by both parties.

16. Construction. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the provisions of this Agreement. This Agreement shall be deemed the joint work product of the parties without regard to the identity of the draftsman, and any rule of construction that a document shall be interpreted or construed against the drafting party shall not be applicable.

17. Severability. If any part of the Agreement shall be held unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

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

IN WITNESS WHEREOF, the parties have entered into this Transfer Agreement effective as of the date first written above.

[COMPANY A]

By: _____
Name: _____
Title: _____

[COMPANY B]

By: _____
Name: _____
Title: _____

Exhibit A
Assignment of Trademark(s)

WHEREAS, _____ (“COMPANY A”), a _____ corporation, having its principal place of business at _____, owns state, federal and/or common law trademark rights in, and is using in commerce, the mark(s) set forth in Attachment 1 (the “Trademark(s)”), and;

WHEREAS, COMPANY A is assigning, for good and valuable consideration, all right, title and interest in and to the Trademark(s), together with the goodwill of the business symbolized by the Trademark(s), to _____ (“COMPANY B”), a _____ corporation, having its principal place of business at _____, as part of the portion of the business thereof to which the marks pertain as required by 15 U.S.C. §1060;

WHEREAS, COMPANY B, the successor of the portion of the ongoing and existing business to which the mark(s) pertain(s), is desirous of acquiring the Trademark(s);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, COMPANY A hereby assigns to COMPANY B all right, title and interest in and to the Trademark(s), together with the goodwill of the business symbolized by said trademark(s).

Signed at _____, on this ___ day of ___, 20___

By: _____

Name: _____

Title: _____

Attachment 1 to Exhibit B
Trademark(s)

Exhibit B
Domain Name(s) Transferred to COMPANY B

[Domain Name]

Name of Registrar:

Admin Organization:

Registrar URL:

Admin Address:

Login ID:

Admin Phone:

Password:

Admins Email:

Account No.:

Expiration:

Registrant Name:

Webmaster/Host, if any:

Admin Contact Name:

Web Designer, if any:

Exhibit C Copyright Assignment

This Copyright Assignment Agreement (the "Agreement") is entered into by and between _____ ("COMPANY A"), a _____ corporation, ("Assignor"), and _____ ("COMPANY B"), a _____ corporation ("Assignee").

Whereas, Assignor has created and owns all right, title, and interest in and to any and all content available at [URL], whether audio, visual, textual, or in other format (the "Content"); and

Whereas, Assignee desires to own all rights in the Content;

Now, therefore, in consideration of the mutual covenants and promises herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Copyright Assignment. Assignor hereby irrevocably assigns, grants and transfers, and agrees to assign, grant and transfer, to Assignee all rights, title and interest of every kind and character throughout the world in and to the Content, including, without limitation, all federal, state, foreign, statutory and common law intellectual property and other rights; all rights to causes of action and related remedies related to the Content; and any and all other rights and interests arising out of, in connection with or in relation to the Content.

In Witness Whereof, the parties have executed this Agreement as of [date].

[ASSIGNOR]

By: _____

Name: _____

Title: _____

[ASSIGNEE]

By: _____

Name: _____

Title: _____

Exhibit D Social Media Assets

[Social Media Account]

URL:

Handle, if applicable:

Login ID:

Password:

Account No.:

Admin Contact Name:

Admin Organization:

Admin Address:

Admin Phone:

Admins Email:

Expiration:

Host/Manager, if any:

Other Relevant Information: