

DATED _____

(1) << >>

(2) << >>

REGISTERED DESIGN ASSIGNMENT

THIS AGREEMENT is made the day of

BETWEEN:

- (1) <<Name of Assignor>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<Address>> ("the Assignor") and
- (2) <<Name of Assignee>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<Address>> ("the Assignee")

WHEREAS:

- (1) The Assignor owns the registered design(s) detailed in Schedule 1 (the "Design(s)")
- (2) The Assignee wishes to acquire the Design(s) by way of an assignment.
- (3) The Assignor wishes to assign the Design(s) to the Assignee subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

[“Affiliate”	means, in relation to a body corporate, any subsidiary or holding company of the Assignor and any subsidiary of any such holding company;]
“Business Day”	means any day on which branches of banks in England are ordinarily open to the public for business (other than a Saturday or Sunday);
“Design(s)”	means the registered design registration(s) and application(s) whose details appear in Schedule 1;
“Effective Date”	means [the date of this Agreement] OR [<<insert date>>]; and
“Fee”	means the sum payable in consideration of the assignment of the Design(s) as set out in Clause 3.

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:

- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

- 1.2.3 "this Agreement" means this Agreement and each of the Schedules attached at the relevant time;
- 1.2.4 a Schedule means a Schedule to this Agreement;
- 1.2.5 a Clause or Paragraph means a Clause or Paragraph of this Agreement (other than a Clause or Paragraph of the relevant Schedule); and
- 1.2.6 a "Party" or "Parties" means the parties to this Agreement.
- 1.3 The headings used herein are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular shall include the plural and vice versa.

2. Assignment

Subject to the timely payment of the Fee in accordance with Clause 3, the Assignor hereby assigns [with full title guarantee and free from all encumbrances] the interest in] the Design(s) to the Assignee [with full title guarantee and free from all encumbrances], including, without limitation:

- 2.1 all rights to bring a claim for infringement of the Design(s) under the Agreement;
- 2.2 all rights to claim damages for infringement of the Design(s) and file registered design applications in respect of the designs disclosed by the Assignor;
- 2.3 all rights to any extensions or renewals of the Design(s);
- to hold the same to the Assignee and assigns absolutely.

3. Fee and Payment

- 3.1 The Assignee shall pay the Fee of £<< >> in consideration for the assignment of the Design(s) under this Agreement.
- 3.2 The Fee shall be [insert amount] of any value added tax or other tax payable on the assignment of the Design(s) under this Agreement.
- 3.3 [The Assignor shall pay the Fee on or before <<insert date>>. The Assignee shall pay the Fee on or before <<insert date>> within <<insert period>> of receipt of the invoice for the Fee.] or hereby acknowledges receipt of the Fee.]

4. Proceedings

- 4.1 The Assignor shall provide the Assignee with reasonable assistance in relation to any proceedings which may be brought by the Assignee in accordance with sub-Clause 2.1 or be brought against the Assignee in relation to the Design(s).
- 4.2 [The Assignee shall reimburse the Assignor for any reasonable costs or expenses (including legal fees) incurred by the Assignor in providing assistance under this Clause.]

4.3 The rights under s
apply notwithstanding

provisions of this Clause 4 shall
the Assignor under Clause 6.

5. Further Assistance

5.1 Subject to receipt assistance that may

nor shall provide all reasonable
by the Assignee in order to:

5.1.1 perfect or c
limited to, pe
vest the Des

f the Design(s) including, but not
ecuting all documents required to
sociated rights in the Assignee;

5.1.2 give the Ass

his Agreement;

5.1.3 [assist the A
parties in res

to take legal action against third of the Design(s);]

5.1.4 [assist the A
brought by t
Assignee [o

to defend any legal proceedings
to the use of the Design(s) by the

5.2 The Assignee shall pay all reasonable and necessary expenses (including reasonable attorneys' fees) incurred by the Assignor in connection with the requests of the Assignor to the Assignee to

nor for any reasonable costs or by the Assignor in complying with use 5.1.

5.3 [Within <<insert per
the Assignee origin
correspondence, do

te, the Assignor shall deliver up to
s are not available) of any and all
legal advice which relates to:

5.3.1 the creation

5.3.2 any and all p

Partnership of the Design(s); or

5.3.3 any ongoing
within the po
an Affiliate.]

Design(s) where the same are
by or control of the Assignor or of

6. Assignor's Warranties

6.1 The Assignor hereby

ts that:

6.1.1 the Design(s) Assigned to the Assignor and the Assignee

exclusively and absolutely by the
 ee to assign it/them absolutely to

6.1.2 the Design(under this against any

the assignment to the Assignee
ully enforceable by the Assignor

6.1.3 no third party
claimed the

interest in the Design(s) nor has
the Effective Date;

6.1.4 to the best of [redacted]
enquiry], the
encumbrance

and belief [after due and diligent
from any and all charges and

6.1.5 to the best of [his/her] knowledge and belief, and to the best of [his/her] enquiry], the [claimant] has not been so) by any third party.

and belief [after due and diligent
ing infringed (nor threatened to be
ive Date;

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6.1.6 to the best of [its] knowledge and belief [after due and diligent enquiry], no part of the Design(s) at any time [within a period of <<]

and belief [after due and diligent enquiry], no part of the Design(s) at any time [within a period of <<]

6.1.7 nothing in the Design(s) is abusive, indecent, obscene, illegal, discriminatory and nothing in the Design(s) waives any claim for breach of law or statutory rights of any third party.

nothing in the Design(s) is abusive, indecent, obscene, illegal, discriminatory and nothing in the Design(s) waives any claim for breach of law or statutory rights of any third party.

6.2 The Assignor gives the Assignee the benefit of those matters detailed in sub-clause 6.1.6 and 6.1.7 in all matters arising out of the Design(s).

The Assignor makes any representations beyond those set out in sub-clause 6.1.6 and 6.1.7 in all matters arising out of the Design(s) and any other matters.

6.3 The Assignor hereby represents and warrants that it does not rely on any representation or undertaking expressly set out in this Agreement as a warranty, save for the warranty set out in sub-clause 6.1.6 and 6.1.7.

On entering into this Agreement, it represents and warrants that it does not rely on or undertaking other than those expressly set out in this Agreement as a warranty, save for the warranty set out in sub-clause 6.1.6 and 6.1.7.

7. Assignee's Warranties

7.1 The Assignee hereby represents and warrants that:

that:

7.1.1 it has the right to use the Design(s) in the Agreement;

the Agreement;

7.1.2 it shall pay the Assignor the fee set out in Clause 3; and

the fee set out in Clause 3; and

7.1.3 it shall not enter into any other agreement by this Agreement.

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7.2 The Assignee hereby represents and warrants that it does not rely on any representation or undertaking expressly set out in this Agreement as a warranty, save for the warranty set out in sub-clause 7.1.6 and 7.1.7.

On entering into this Agreement, it represents and warrants that it does not rely on or undertaking other than those expressly set out in this Agreement as a warranty, save for the warranty set out in sub-clause 7.1.6 and 7.1.7.

8. Indemnity

8.1 The Assignor shall indemnify the Assignee against any claim, loss, damage or expenses howsoever arising, directly or indirectly, in connection with the Design(s) or any breach or non-performance by the Assignor of any representation or undertaking or warranties as set out in this Agreement.

The Assignor shall indemnify the Assignee against any claim, loss, damage or expenses howsoever arising, directly or indirectly, in connection with the Design(s) or any breach or non-performance by the Assignor of any representation or undertaking or warranties as set out in this Agreement.

8.2 The Indemnity in sub-clause 8.1 shall be provided that in all cases the Assignee shall:

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8.2.1 notify the Assignor of any claim, loss or damage;

notify the Assignor of any claim, loss or damage;

8.2.2 consult with the Assignor in relation to any such matter;

consult with the Assignor in relation to any such matter;

8.2.3 make no agreement for the payment of any sum without the prior written agreement of the Assignor, such agreement not to be unreasonably withheld.

make no agreement for the payment of any sum without the prior written agreement of the Assignor, such agreement not to be unreasonably withheld.

8.3 The Assignee shall indemnify the Assignor against any claim, loss, damage or expenses howsoever arising, directly or indirectly, in connection with the Design(s) or any breach or non-performance by the Assignee of any representation or undertaking or warranties as set out in this Agreement.

The Assignee shall indemnify the Assignor against any claim, loss, damage or expenses howsoever arising, directly or indirectly, in connection with the Design(s) or any breach or non-performance by the Assignee of any representation or undertaking or warranties as set out in this Agreement.

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- the Assignee of any this Agreement.
- 8.4 [The Assignee shall claim, loss, damage arising, directly or indirectly, but not limited to, under the Design(s)]
- 8.5 The [Indemnities in 8.3] shall apply provided that the Assignor shall:
- 8.5.1 notify the Assignor of any loss or damage as soon as reasonably possible of any claim,
- 8.5.2 consult with the Assignor as to the action to be taken in dealing with
- 8.5.3 make no agreement with any third party for the payment of any sum without the prior written agreement of the Assignee, such agreement not to be unreasonable.
9. **Assignment of Agreement**
- The Assignee shall have the right to assign, transfer, sub-contract, or in any other manner make over to any third party all or part of its obligations and/or burden of this Agreement without the prior written consent of the Assignor.
10. **Notices**
- 10.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by the Party to whom they are addressed by a duly authorised officer thereof, as appropriate.
- 10.2 Notices shall be deemed to have been duly given:
- 10.2.1 when delivered by hand to the recipient or by registered mail;
- 10.2.2 when sent, by fax, telex or e-mail and a successful transmission is generated; or
- 10.2.3 on the fifth business day after mailing, if mailed by national ordinary mail;
- 10.2.4 on the tenth business day after mailing, if mailed by airmail, provided that the postage prepaid.
- 10.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address or facsimile address notified to the other Party.
11. **Force Majeure**
- Neither Party to this Agreement shall be liable for any failure or delay in performing its obligations where such failure or delay is caused by any cause that is beyond the reasonable control of that Party, including but not limited to: power failure, Internet Service Provider failure, civil unrest, fire, flood, storms, earthquakes, acts of God, war, terrorism, governmental action or any other

event that is beyond the control of the Parties.

12. No Waiver

The Parties agree that no failure to enforce that provision or any other provision of this Agreement shall be deemed to be a waiver of the right to subsequently enforce that provision or any other provision of this Agreement. Such failure shall not constitute a continuing waiver of the right to subsequently enforce that provision or any other provision of this Agreement.

13. Severance

The Parties agree that, if any provision of this Agreement is found to be unenforceable, that / those provisions shall be deemed to be severed from the remainder of this Agreement. The remainder of this Agreement shall remain enforceable.

14. Law and Jurisdiction

14.1 This Agreement (including any dispute, controversy or claim arising therefrom or associated with it) shall be governed by, and construed in accordance with, the law of England and Wales.

14.2 Any dispute, controversy or claim between the Parties relating to this Agreement (including any dispute, controversy or claim arising therefrom or associated with it) shall be referred to and determined within the jurisdiction of the courts of England and Wales.

IN WITNESS WHEREOF this Agreement has been executed the day and year first before written

SIGNED by

<<Name and Title of person signing
for and on behalf of <<Assignor's Name>>

In the presence of

<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing
for and on behalf of <<Assignee's Name>>

In the presence of

<<Name & Address of Witness>>

In the presence of

<<Name & Address of Witness>>

SCH N(S)

Applications for <<insert Territory>

	NUMBER	EXPIR	DESCRIPTION
1.	<< >>	<< >>	
2.	<< >>	<< >>	

Registrations for <<insert Territory>

	NUMBER	EXPIR	DESCRIPTION
1.	<< >>	<< >>	
2.	<< >>	<< >>	

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