**Domain Name Assignment**

This Domain Name Assignment (hereinafter referred to as the "Assignment") is made and entered into on [Insert Date] (the "Effective Date") by and between the following parties:

[Insert assignor name]

[Insert assignor address]

(the "Assignor")

AND

[Insert assignee name]

[Insert assignee address]

(the "Assignee")

WHEREAS, the Assignor has adopted, used, and registered the domain name (the "Domain Name(s)") set forth in Exhibit A attached hereto; and

WHEREAS, the Assignee desires to purchase or acquire the Assignor's right, title, and interest in and to the Domain Name; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

**1. ASSIGNMENT.**

The Assignor does hereby irrevocably sell, assign, transfer and deliver to Assignee all right, title, interest, and goodwill in or associated with the Domain Name together with all common law trademark and service mark rights, copyrights or other intellectual property or proprietary rights, either direct or derived from the Domain Name and which are based on or related to the Domain Name(s).

Furthermore, the Assignor agrees to cooperate with the Assignee and to follow the Assignee's instructions in order to execute the transfer of the Domain Name registration in a timely manner. Additionally, if there are any registration or transfer fees as a result of the transfer, then Assignor agrees to incur such costs.

**2. CONSIDERATION.**

In consideration of the Assignment of the Domain Name, Assignee agrees to pay Assignor the sum of [Insert price] ("Purchase Price"), payable upon execution of this Assignment.

**3. WARRANTY**

Assignor represents and warrants that Assignor is the legal owner and exclusive registrant of the Domain Name and no other party has any right to registration of the Domain Name or has otherwise made any claim to the Domain Name. Assignor warrants that it has the exclusive authority to enter into this transaction and transfer the Domain Name, free of any claims of any third parties. The Assignor further represents and warrants that the Domain Name is registered with an ICANN (Internet Corporation for Assigned Names and Numbers) accredited registrar system.

**3. GOVERNING LAW**

This Assignment is governed by, and is to be construed in accordance with the laws of the State of [Insert relevant state].

**4. ENTIRE AGREEMENT**

This Assignment constitutes the sole and entire agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

**5. SEVERABILITY.**

If one or more provisions of this Assignment are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the balance of the Assignment will be interpreted as if such provision were so excluded and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

**6. ADVICE OF COUNSEL**

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

**IN WITNESS** whereof, the Assignor and Assignee have executed this Agreement as of the Effective Date.

Assignor:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Assignee:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Notary Acknowledgement to Follow]

**Exhibit A**

**List of Assigned Domain Name(s)**

Domain Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registrar Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Filing/Registration: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Assignor Acknowledgement**

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

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

On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ before me the undersigned Notary Public, personally appeared

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ASSIGNOR, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Notary Seal)

Notary Public

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My commission expires

**Assignee Acknowledgement**

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

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

On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ before me the undersigned Notary Public, personally appeared

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ASSIGNEE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Notary Seal)

Notary Public

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My commission expires