



Technology Assignment Agreement

These documents may be subject to further jurisdictional requirements or implications and should be reviewed by counsel in the relevant jurisdiction before use.



TECHNOLOGY ASSIGNMENT AGREEMENT

[Note: For registered IP (patents, trademarks, copyrights), you should consult an IP attorney to determine any necessary PTO filings]

This Technology Assignment Agreement, dated as of _____, ____ (the “**Agreement**”), is entered into by and between [Company Name], a Delaware [public benefit] corporation (the “**Company**”), and [Purchaser Name] (“**Assignor**”).

1. **Assignment.** Effective upon the date hereof (the “**Effective Date**”), in consideration of the issuance of shares of the Common Stock of the Company pursuant to the Restricted Stock Purchase Agreement between the Company and the Assignor dated the date hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, assign and convey to the Company, and the Company’s successors and assigns, all of Assignor’s right, title and interest in and to (in the United States and all foreign countries) any and all inventions, improvements, original works of authorship, proprietary information, designs, mask work rights, moral rights, processes, manufacturing techniques, trade secrets, ideas or copyrightable works that are described in Appendix A attached hereto, and all proprietary rights with respect thereto (including all rights to obtain, register and enforce such intellectual property rights), and that were made or conceived by Assignor, either alone or in conjunction with others (collectively, the “**Technology**”). Assignor acknowledges and agrees that the Technology and all proprietary rights to the Technology shall be the sole property of the Company.

2. **Covenant.** Assignor hereby represents, warrants and covenants to the Company and its successors and assigns that (i) no assignment, grant, option, mortgage, license or other agreement affecting the Technology has been made to others by Assignor and that full right to convey the same as expressed herein is possessed by Assignor, (ii) Assignor has not violated and, by transferring the Technology and other interests to the Company as proposed, will not violate any of the patents, trademarks, service marks, trade names, copyrights, mask work rights or any other proprietary rights of any person or entity, and (iii) Assignor shall provide the Company with all such assistance as it may reasonably request for the full utilization of the rights granted in Section **Error! Reference source not found.** hereof, including upon request by the Company to execute any further documents or instruments necessary or desirable to carry out the purposes or intent of this Agreement.

3. **Power of Attorney.** Assignor hereby constitutes and appoints the Company and the Company’s successors and assigns, as Assignor’s true and lawful attorney, with full power of substitution, in the name and stead of Assignor, but on behalf of and for the benefit of the Company and its successors and assigns, to demand and receive any and all of the property set forth above and to give receipts and releases for and in respect of the same and any part thereof and from time to time to institute and prosecute in the name of Assignor or otherwise in the manner set forth and to the extent provided in the Agreement and for the benefit of the Company and its successors and assigns any and all proceedings at law, in equity or otherwise, which the Company or its successors or assigns may deem proper for the collection or reduction to possession of any of the property for the collection and enforcement of any claim or right of any kind hereby transferred, assigned, set over and conveyed or intended so to be and to do all acts and things in relation to the property set forth above that the Company or its successors or assigns shall deem desirable, Assignor hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor.

4. **Governing Law.** This Agreement shall be governed by the laws of the State of [California], notwithstanding any conflicts of laws provisions. This Agreement represents the entire agreement between the parties with respect to the assignment of the Technology by Assignor and may be modified or amended only by a writing signed by both parties that specifically mentions this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Technology Assignment Agreement on and as of the date first shown above.

COMPANY:

[COMPANY NAME]

By _____
Name:
Title:

ASSIGNOR:

By: _____
Name: [Purchaser Name]

APPENDIX A

DESCRIPTION OF TECHNOLOGY

All technology, business plans, business models, trade secrets and other proprietary information related to the business currently known as “[REDACTED],” including, without limitation, programming code, written or unwritten, algorithms, improvements, proposals, ideas, copyrights, patents or other proprietary interests related to or necessary or desirable for development of the same.