



Domain Name Assignment Agreement

Document 4041A

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DOMAIN NAME ASSIGNMENT AGREEMENT

This DOMAIN NAME ASSIGNMENT AGREEMENT is entered into this ____ day of _____, 20__ (the “**Agreement**”) by and between [NAME OF TRANSFEROR], [a _____ corporation, having a principal place of business at _____] [an individual residing at _____] (“**Transferor**”) and [NAME OF TRANSFEREE], a _____ corporation, having a principal place of business at _____ [an individual residing at _____] (“**Transferee**”).

WHEREAS, the Transferor has adopted, used and registered with [NAME OF DOMAIN REGISTRY] the domain name [_____] (the “**Domain Name**”);

WHEREAS, the Transferee is desirous of acquiring the Domain Name and the registration therefor;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Transferor hereby transfers and assigns to Transferee all of the Transferor's right, title and interest in and to the Domain Name and the registration thereof. The Parties agree as follows:

- 1. Assignment of Domain Name.** Transferor hereby transfers and assigns to Transferee all right, title, interest and goodwill in or associated with the Domain Name together with any unregistered or registered trademarks, service marks, copyrights or other intellectual property or proprietary rights based on or in any way related to the Domain Name.
- 2. Consideration.** In consideration of the assignment of the Domain Name, Transferee agrees to pay Transferor the sum of _____ Dollars (\$____), payable in U.S. currency [upon execution of this Agreement] [upon completion of the transfer of the Domain Name].
- 3. Effectuate Transfer.** Transferor agrees to cooperate with Transferee and to follow Transferee's instructions in order to effectuate the transfer of the Domain Name registration in a timely manner. Specifically, Transferor agrees to prepare to transmit the necessary [NAME OF DOMAIN REGISTRY] registration deletion template and/or to correspond with [NAME OF DOMAIN REGISTRY] to authorize transfer of the Domain Name.
- 4. Warranties and Representations.** Transferor warrants and represents that Transferor has unencumbered rights in the Domain Name, that Transferor properly registered the Domain Name with [NAME OF DOMAIN REGISTRY] without committing fraud or misrepresentation, that Transferor has the authority to transfer the Domain Name, that the Transferor has not used the Domain Name for any illegal purposes, and that to the best of Transferor's knowledge, the Domain Name does not infringe on the rights of any third party.

5. General.

5.1 No Assignment. Neither this Agreement nor any rights or obligations hereunder may be transferred or assigned without the other party's prior written consent and any attempt to the contrary shall be void.

5.2 Governing Law. This Agreement will be construed in accordance with and governed by the laws of the [____], without giving effect to the conflict of law principles of the [____].

5.3 Successors and Assigns. Except as otherwise expressly provided in this Agreement, this Agreement will be binding on, and will inure to the benefit of, the successors and permitted assigns of the parties to this Agreement. Nothing in this Agreement is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights or obligations under or by reason of this Agreement, except as expressly provided in this Agreement.

5.4 Notices. All notices and other communications required or permitted hereunder will be in writing and will be delivered by hand or sent by overnight courier, fax or e-mail to:

if to Transferor:

fax: _____
e-mail: _____
Attention: _____

if to Transferee:

fax: _____
e-mail: _____
Attention: _____

Each party may furnish an address substituting for the address given above by giving notice to the other parties in the manner prescribed by this Section 5.4. All notices and other communications will be deemed to have been given upon actual receipt by (or tender to and rejection by) the intended recipient or any other person at the specified address of the intended recipient.

5.5 Severability. In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

5.6 Construction. The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires otherwise: (a) references to the plural include the singular, the singular the plural, and the part the whole, (b) references to one gender include all genders, (c) “or” has the inclusive meaning frequently identified with the phrase “and/or,” (d) “including” has the inclusive meaning frequently identified with the phrase “including but not limited to” or “including without limitation,” and (e) references to “hereunder,” “herein” or “hereof” relate to this Agreement as a whole. Any reference in this Agreement to any statute, rule, regulation or agreement, including this Agreement, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time to time.

5.7 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understandings other than this Agreement relating to the subject matter hereof.

5.8 Amendment and Waiver. This Agreement may be amended only by a written agreement executed by the parties hereto. No provision of this Agreement may be waived except by a written document executed by the party entitled to the benefits of the provision. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this Agreement. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver.

5.9 Counterparts. This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Transferor and Transferee have caused this Agreement to be executed and effective on the day and year first written above.

TRANSFEROR:

[COMPANY NAME]

By: _____

Its: _____

TRANSFeree:

[COMPANY NAME]

By: _____

Its: _____