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# GLS SAMPLE SOLUTION

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# Deed of Assignment of IP

GLS Solutions Pte Ltd



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<b>1. DEFINITIONS</b>	Ошибка! Закладка не определена.
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THIS DEED OF ASSIGNMENT is dated: \_\_\_\_\_

**BETWEEN:**

- (1) [PARTY A], a company registered in [Country], with commercial licence number [●] and having its registered office at [●] (“Assignor”); and
- (2) [PARTY B], a company registered in [Country], with commercial licence number [●] and having its registered office at [●] (“Assignee”),

(collectively the “Parties”, and each a “Party” to this Agreement).

**RECITALS**

- A. [The Assignor is a [wholly-owned subsidiary] of the Assignee and is the owner of all IPR in the Materials.]
- B. [The Assignor was engaged by the Assignee on various projects in relation pursuant to an agreement entitled [●] and dated [●] and under which the Materials pertaining to the Assigned Rights were produced.]
- C. The Assignor has agreed to assign the Assigned Rights to the Assignee subject to and strictly in accordance with this Deed.

IT IS HEREBY AGREED as follows:

**DEFINITIONS & INTERPRETATION**

- 1. DEFINITIONS
- 2. INTERPRETATION

**ASSIGNMENT**

- 3. ASSIGNMENT OF RIGHTS

**WARRANTIES**

- 4. ASSIGNOR WARRANTIES

**LIABILITY**

- 5. UNLIMITED LIABILITY
- 6. LIMITED LIABILITY

**INDEMNITIES**

- 7. INDEMNITIES
- 8. CONDUCT OF PROCEEDINGS

**MORAL RIGHTS**

- 9. WAIVER OF MORAL RIGHTS

**FURTHER ASSURANCES**

- 10. FURTHER ASSURANCES

**TAXES**

- 11. TAXES

**CONFIDENTIALITY**



- 12. CONFIDENTIALITY
- 13. DATA PROTECTION

**AGREEMENT, WAIVER & SEVERABILITY**

- 14. ENTIRE AGREEMENT AND COUNTERPARTS
- 15. WAIVERS
- 16. SEVERABILITY AND ILLEGALITY

**THIRD PARTY RIGHTS**

- 17. THIRD PARTY RIGHTS

**CONTRACT ADMINISTRATION**

- 18. AUTHORISED REPRESENTATIVES
- 19. NOTICES
- 20. VARIATION
- 21. LANGUAGE
- 22. CUMULATIVE RIGHTS
- 23. FURTHER ASSURANCE

**GOVERNING LAW**

- 24. GOVERNING LAW AND JURISDICTION

**EXECUTION**

**EXECUTED** as a Deed on the date and year first above written.

**Signed** for and on behalf of

[●]

as its duly authorised representative:

^ \_\_\_\_\_  
Signature of authorised representative

^ \_\_\_\_\_  
Signature of witness

^ \_\_\_\_\_  
Name & title of authorised representative (print)

^ \_\_\_\_\_  
Name of witness (print)

**Signed** for and on behalf of

[●]

as its duly authorised representative:

^ \_\_\_\_\_  
Signature of authorised representative

^ \_\_\_\_\_  
Signature of witness

^ \_\_\_\_\_  
Name & title of authorised representative (print)

^ \_\_\_\_\_  
Name of witness (print)



## **SCHEDULE 1 | DEFINITIONS**

### **1. DEFINITIONS**

- 1.1 In this agreement (unless the context otherwise requires), the following words and phrases shall have the following meaning:

**SCHEDULE 2 | MATERIALS****1. PATENTS**

No.	Country	Application / Publication Number	Date of Filing / Registration	Description
1.				
2.				

**2. REGISTERED DESIGNS**

No.	Country	Application / Registration Number	Date of Filing / Registration	Description
1.				
2.				

**3. REGISTERED TRADE MARKS**

No.	Country	Mark	Application / Registration Number	Date of Filing / Registration	Classes	Specification of goods or services
1.						
2.						

**4. UNREGISTERED TRADE MARKS**

No.	Mark	Date of First Use	Goods or Services for which the mark has been used
1.			
2.			

**5. DOMAIN NAMES**

No.	Domain Name
1.	
2.	

**6. COPYRIGHTED MATERIALS**

No.	Name of Copyrighted Material	Description
1.		
2.		





**SCHEDULE 3 | LICENCES, CHARGES & OTHER THIRD PARTY RIGHTS**



**SCHEDULE 4 | NOTICES**

**1. ADDRESSES**

**1.1.1 FOR ASSIGNOR:**

Physical Address:

Email Address:

Fax number:

**1.1.1 FOR ASSIGNEE:**

Physical Address:

Email Address:

Fax number: