

DEED OF ASSIGNMENT

**MEMORANDUM OF AGREEMENT MADE AND ENTERED
INTO BY AND BETWEEN**

of

(hereinafter referred to as "the Assignor")

AND

of

(hereinafter referred to as "the Assignee")

WHEREAS the Assignor is the proprietor of the following trade mark(s) and trade mark registration(s)/application(s):

AND WHEREAS the Assignor has agreed with the Assignee to cede, assign and transfer all its rights, title and interest in and to the said trade mark(s) and trade mark registration(s)/application(s);

AND WHEREAS the Assignor has agreed with the Assignee that the assignment of the trade mark(s) and trade mark registration(s)/application(s) from the Assignor to the Assignee **will/will not** carry with it the Assignor's goodwill in its business.

2/....

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The Assignor hereby cedes, assigns and transfers to the Assignee, its rights, title and interest in and to the said trade mark(s) and trade mark registration(s)/application(s) and the Assignee hereby accepts cession and transfer of the trade mark(s) and trade mark registration(s)/application(s) subject to the terms and conditions of this agreement.

2. The Assignment of the said trade marks and trade mark registrations shall be **with/without** the goodwill of the Assignor's business.

3. The Assignment of the said trade marks and trade mark applications shall take effect from _____ .

THUS DONE AND SIGNED on this the _____ day of _____ 200_____ in the presence of the undersigned competent witnesses:

For and on behalf of the Assignor

WITNESSES:

1. _____

2. _____

THUS DONE AND SIGNED on this the _____ day of _____ 200_____ in the presence of the undersigned competent witnesses:

For and on behalf of the Assignee

WITNESSES:

1. _____

2. _____

**No legalization required