

# Assignment of Registered Trademark

Between Party A and Party B

Date:

This precedent is suitable for the sale of a trade mark which is registered or in the process of being registered. Include a description of the Trademark(s) in the Schedule, and attach any graphical representations to Annexure A

**THIS DEED** dated this            day            of 2020

**PARTIES**

(ACN/ABN ) of            (**Assignor**)

OF THE FIRST PART

**AND**

(ACN/ABN ) of            (**Assignee**)

OF THE SECOND PART

**RECITALS**

- A. The Assignor is the owner of registered trademarks shown in the Schedule and Annexure to this Deed ("the trade mark").
- B. The Assignor has agreed to sell to the Assignee the trade mark, and the Assignee has agreed to buy the trademarks from the Assignor on the terms in this Deed.

**TERMS**

**1. DEFINITIONS & INTERPRETATION**

a) **Definitions**

In this Deed, unless otherwise indicated by the context:

- i) Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in the state in which the subject matter of this agreement is to be performed [Sydney, Brisbane, Melbourne etc];
- ii) Business Hours means from 9.00 am to 5.00 pm on a Business Day;
- iii) Person includes a natural person, body corporate, partnership, joint venture, association or other incorporated or unincorporated legal entity;
- iv) Ineffective means void, illegal or unenforceable;
- v) Trademark means a registered trademark as defined under the Trade Marks Act 1995 (Cth) ( the Act);
- vi) 'The Trademark' and 'Marks' means the words and / or graphical representations set out in the Schedule and Appendix to this Deed.

b) **Interpretation**

In this Agreement, unless otherwise indicated by the context:

- i) the singular includes the plural and vice versa; words importing a gender include the other genders;
- ii) other grammatical forms of defined words or phrases have corresponding meanings;