

Date: [REDACTED]

[REDACTED]

and

[REDACTED]

TRADE MARK ASSIGNMENT AGREEMENT

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This Trade Mark Assignment Agreement is dated _____ between:

PARTIES

(1) _____ (NRIC/Passport No: _____) of _____ ("Assignor"); and

(2) _____ (NRIC/Passport No: _____) of _____ ("Assignee").

Each of the Assignor and the Assignee is referred to as "Party" and collectively, as "Parties".

WHEREAS:

(A) The _____ is the sole and _____ proprietor and _____ of the _____ (as defined below).

(B) By the Main Agreement (as defined below) the _____ has _____ to assign the _____ to the _____ on the _____ set out in this _____.

AGREED TERMS

1 INTERPRETATION

The _____ definitions and rules of _____ apply in this _____.

1.1 Definitions:

Business Day a day on which the _____ banks in _____ are open for _____ in Malaysia and _____ Saturday, _____ or public holiday in _____.

Main Agreement _____ dated _____ between the Assignor _____ the Assignee.

Trade Marks the _____, the _____, and the _____ trade marks of _____ are set out in the _____.

1.2 Interpretation

In this _____ unless the _____ otherwise _____, any _____ to an _____ shall be _____ as including a _____ to any _____, modification, _____ or _____ (whether _____ or _____ the date of this _____) from time to _____ agreed by _____ Parties.

1.2.1 _____ in this _____ to _____, paragraphs and _____ shall, unless the _____ otherwise _____, be _____ contained in this _____.

1.2.2 _____ are for _____ of _____ only and _____ not be _____ into _____ in this _____.

1.2.3 Unless the _____ otherwise _____, words _____ the _____ include the _____ and vice _____ and _____ importing a _____ include every _____.

2 ASSIGNMENT

2.1 _____ to and for the _____ set out in the _____, the _____ hereby _____ to the _____ all its right, _____ and _____ in and to the _____, including:

- 2.1.1 the [redacted] entitlement to any [redacted] Trade Marks [redacted] pursuant to [redacted] of the applications [redacted] in the Trade Marks; and
- 2.1.2 all [redacted] attaching to [redacted], together [redacted] the [redacted] of [redacted] business [redacted] to the [redacted] or [redacted] in respect of [redacted] the Trade Marks are [redacted] or [redacted]; and
- 2.1.3 the [redacted] to [redacted], make, [redacted], defend, [redacted] proceedings, [redacted] or [redacted] and obtain [redacted] (and to [redacted] any damages [redacted]) in [redacted] of any [redacted], or any other [redacted] of [redacted] (including [redacted] arising [redacted] ownership, of [redacted] of the [redacted] whether [redacted] before, or [redacted] the [redacted] of this [redacted].

3 REPRESENTATION AND WARRANTIES

3.1 The Parties [redacted] and warrant to each [redacted] as follows:

- 3.1.1 where a Party is a [redacted], it is a [redacted] entity duly [redacted] and [redacted] existing [redacted] the [redacted];
- 3.1.2 it has [redacted], power and [redacted] to [redacted] into and [redacted] its [redacted] under this [redacted];
- 3.1.3 the [redacted] into and [redacted] of its [redacted] under this [redacted] will not breach any [redacted];
- 3.1.4 all necessary [redacted] for the [redacted] into and [redacted] of its [redacted] under [redacted] have been [redacted];
- 3.1.5 its [redacted] under this [redacted] are [redacted], binding and [redacted]; and
- 3.1.6 as at the [redacted] of this [redacted], it is not [redacted] in any [redacted], arbitrations or [redacted] for [redacted] resolution, [redacted] to its [redacted] there are [redacted] actions, [redacted] or other [redacted] for dispute [redacted] initiated [redacted] it and [redacted] for resolution.

3.2 The [redacted] further [redacted] and [redacted] to the [redacted] that:

- 3.2.1 the [redacted] is the sole and legal [redacted] of all rights, [redacted] and [redacted] derived [redacted] and [redacted] connection [redacted] the Trade Marks, [redacted] that the [redacted] of the [redacted] from the [redacted] to the [redacted] shall not [redacted] any [redacted] of any [redacted] property [redacted] of and [redacted] party;
- 3.2.2 the [redacted] for the Trade Marks are [redacted] valid and [redacted] and in [redacted] force and effect;
- 3.2.3 the [redacted] has not licensed the [redacted] to any third parties;
- 3.2.4 there are no [redacted] created over the [redacted];
- 3.2.5 there are no [redacted] or pending or [redacted] litigation [redacted] in [redacted] to the [redacted], [redacted] may adversely affect the [redacted] and [redacted];
- 3.2.6 the Assignor [redacted] all [redacted] necessary to [redacted] into this [redacted] and the [redacted] and [redacted] of this [redacted] has been [redacted] duly [redacted] validly [redacted].

4 TAXES

All [redacted] made by the [redacted] under this [redacted] are [redacted] of any [redacted] imposed [redacted] the [redacted] of Malaysia [redacted] time to [redacted] and as [redacted] to it. If [redacted] such [redacted] constitutes [redacted] whole [redacted] or [redacted] part of the [redacted] for a [redacted] or [redacted] taxable [redacted] by the [redacted], the [redacted] shall [redacted] increase that [redacted] by an [redacted] equal [redacted] the taxes [redacted] that the [redacted] shall have [redacted] a [redacted] invoice in [redacted] of such [redacted] to the [redacted].

5 BREACH AND INDEMNITY

5.1 The [redacted] shall [redacted] and hold [redacted] the Assignee [redacted] all costs, [redacted], losses, damages, [redacted] and expense ([redacted] all reasonable [redacted] fees) which [redacted] be made or [redacted] or [redacted] or [redacted] by the [redacted] after the date of this [redacted] as a [redacted] of any [redacted] breach of the [redacted], including [redacted] not [redacted] to, any [redacted] of third [redacted] property rights in [redacted] with [redacted] Trade Marks [redacted] whether [redacted] any act of [redacted], or willful [redacted] by or on [redacted] of the [redacted] prior to the [redacted] of this [redacted].

5.2 The [redacted] shall [redacted] and hold [redacted] the [redacted] against all [redacted], claims, losses, [redacted], liability and [redacted] ([redacted] all [redacted] legal fees) [redacted] may be [redacted] or brought [redacted] or [redacted] or [redacted] by the [redacted] after the [redacted] of this [redacted] as a result of any breach of the [redacted], including but [redacted] limited to, any [redacted] of third [redacted] intellectual rights in [redacted] with the [redacted] arising [redacted] from any [redacted] of fraud, [redacted] or [redacted] by or on [redacted] of the Assignee [redacted] the date of this [redacted].

5.3 In the [redacted] that any of the Party [redacted] any of the [redacted] of this [redacted], the [redacted] Party [redacted] be at [redacted] to take all [redacted] remedial [redacted] available to it, [redacted] but not [redacted] to the [redacted] to [redacted] the [redacted] Party for [redacted] and/ or obtain [redacted] relief against the [redacted] Party. Such [redacted] shall not be [redacted] to be the [redacted] remedy for [redacted] of [redacted] Agreement shall be in [redacted] to all [redacted] remedies [redacted] at law or [redacted] to non-defaulting [redacted].

6 FURTHER ASSURANCE

6.1 Each [redacted] shall, and [redacted] use all [redacted] endeavours to [redacted] that any [redacted] third [redacted], promptly [redacted] and deliver [redacted] documents and [redacted] such [redacted] as [redacted] reasonably [redacted] for the [redacted] of giving [redacted] effect this [redacted].

6.2 The [redacted] shall furnish the [redacted] with all [redacted] information on [redacted] in [redacted] with the [redacted], [redacted] may be [redacted] to [redacted] title in the [redacted] in the [redacted]. The [redacted] shall also [redacted] the [redacted] all [redacted] original [redacted] in [redacted] to the [redacted].

6.3 With [redacted] from the date of this [redacted], the [redacted] agrees to [redacted] no [redacted] use of the [redacted] or any [redacted] confusingly [redacted] thereto, [redacted] in the [redacted], except as [redacted] be [redacted] by the [redacted] in [redacted], and the [redacted] agrees [redacted] not [redacted] the [redacted] use or [redacted], or the validity, of the [redacted].

7 WAIVER

No failure or [redacted] by a Party to [redacted] any [redacted] or remedy [redacted] under this [redacted] or by law [redacted] a [redacted] of [redacted] or any [redacted] right or [redacted], nor [redacted] it [redacted] or [redacted] the [redacted] exercise of [redacted] or other [redacted] or [redacted]. No [redacted] or partial [redacted] of [redacted] right or [redacted] shall [redacted] or [redacted] the [redacted] exercise of [redacted] or any [redacted] right or [redacted].

8 ENTIRE AGREEMENT

This [redacted] the entire [redacted] between the [redacted] and [redacted] and [redacted] all previous [redacted], promises, [redacted], warranties, [redacted] and [redacted] between [redacted], whether [redacted] or oral, [redacted] to its [redacted].

9 VARIATION

No variation, [redacted] or [redacted] to this [redacted] shall be effective [redacted] it is in [redacted] and [redacted] by the [redacted].

10 SEVERANCE

If any [redacted] or [redacted] of this [redacted] is or [redacted] invalid, [redacted] or [redacted], it [redacted] be [redacted] severed [redacted] the [redacted]. Any [redacted] of a [redacted] under this [redacted] shall not [redacted] the [redacted] and [redacted] of the [redacted] of this [redacted].

11 NOTICES

11.1 Any [redacted] given to a [redacted] under or in [redacted] with this [redacted] shall be in [redacted] in [redacted] and [redacted] be:

11.1.1 [redacted] delivered by [redacted] or by [redacted] post or [redacted] next [redacted] day [redacted] service at its [redacted] office (if a [redacted]) or its [redacted] place of [redacted] (in any other [redacted]); or

11.1.2 [redacted] by fax to its main fax [redacted] specified in this clause.

11.2 Any [redacted] shall be deemed to have been [redacted]:

11.2.1 if delivered by [redacted], on [redacted] of a [redacted] receipt or at [redacted] time the [redacted] is left at the [redacted] address;

11.2.2 if sent by [redacted] mail [redacted] at the time [redacted] by the postal [redacted].

11.2.3 if sent by [redacted] then at the [redacted] of [redacted] on the fax [redacted].

If to the Assignor:

Address : [redacted]

Tel No. : [redacted]

Fax No. : [redacted]

Attention : [redacted]

If to the Assignee:

Address : [redacted]

Tel No. : [redacted]

Fax No. : [redacted]

Attention : [redacted]

12 COSTS

Each [redacted] shall [redacted] and [redacted] for its own [redacted] and [redacted] for and [redacted] to the [redacted] of this [redacted]. The [redacted] shall [redacted] all [redacted] duty [redacted] on this [redacted].

13 SUCCESSORS

This [redacted] shall be [redacted] on [redacted] shall [redacted] for the [redacted] of the [redacted] heirs, [redacted] and [redacted] assigns of the [redacted]. A Party [redacted] not, [redacted] the prior [redacted] written [redacted] of the other Party, [redacted], hold on [redacted] or otherwise [redacted] the [redacted] of all or [redacted] of [redacted] under this [redacted], or any [redacted] arising [redacted] or [redacted] of this [redacted].

14 GOVERNING LAW

This [redacted] and any [redacted] or claim (including [redacted] disputes or [redacted]) arising [redacted] of or in [redacted] connection [redacted] it or its [redacted] matter or [redacted] shall be [redacted] by and [redacted] in [redacted] with [redacted] the law of [redacted].

15 JURISDICTION

Each Party [redacted] agrees [redacted] the [redacted] of [redacted] shall [redacted] exclusive [redacted] to settle [redacted] or claim ([redacted] non-contractual [redacted] or claims) [redacted] out [redacted] or in [redacted] with [redacted] or its [redacted] or [redacted].

16 COUNTERPARTS

This [redacted] may be [redacted] on various [redacted] for the sole [redacted] of all the [redacted] and [redacted] be [redacted] into in any [redacted] of [redacted], all of [redacted] taken [redacted] shall [redacted] one [redacted] the [redacted].

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THE SCHEDULE

DETAILS OF THE TRADE MARKS

Registered country	Trade Mark	Application Number	Date of Registration/ Application Date	Class	Specification of Trade Mark

EXECUTED by the parties as an agreement on the date of this Agreement.

Signed by the **Assignor**)

(NRIC/Passport No.:)

in the presence of:-)

Witness

Name:

Name:

NRIC/Passport No.:

NRIC/Passport No.:

Signed by the **Assignee**)

(NRIC/Passport No.:)

in the presence of:-)

Witness

Name:

Name:

NRIC/Passport No.:

NRIC/Passport No.: