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| **Explanatory Note** | |
| **Document name:** | Trademark Assignment Agreement |
| **Document Summary:** | An agreement on the provisions of a Trademark Assignment |
| **PLEASE READ:**  *This precedent has been prepared by Al Tamimi & Company without reference to any particular matter, transaction or set of facts.  Substantive changes to this precedent may be required to adapt it to the requirements of a specific client or matter.  As of the date of publication, this template has been drafted pursuant to all applicable legislation and statutes. Laws and/or procedures may have changed since this precedent was published.*      ***NOTE: THIS IS A BASIC SAMPLE ONLY AND SPECIFIC ADVICE SHOULD BE SOUGHT FROM COUNSEL DULY LICENSED TO OPINE ON THE LAWS OF THE UNITED ARAB EMITRATES PRIOR TO A PARTY ENTERING INTO SUCH AN AGREEMENT.*** | |

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| **Notes:**   1. The draft contemplates assignment of UAE registered trademark. 2. The draft contemplates the governing law to be UAE law. 3. Details of the trademark subject to the assignment shall be provided in full. To assign a trademark it has to be registered. 4. The assignment consideration should be considered based on the commercial agreement between the parties. It is worth noting that according to the UAE Trademarks Law, assignment can be made without consideration. |

**TRADEMARK ASSIGNMENT AGREEMENT**

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| **THIS ASSIGNMENT AGREEMENT is dated** [ ] |
| **BETWEEN:** |
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| 1. [ ], a [ ] company incorporated in the United Arab Emirates and whose principal address is [ ], \_\_\_\_\_, United Arab Emirates (the “**Assignor**”); and |
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| 1. [ ], a [ ] incorporated in the United Arab Emirates and whose principal address [ ], P.O. Box [ ], \_\_\_\_\_, United Arab Emirates (the “**Assignee**”). |
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| Each of the Assignor and the Assignee are referred to as a “**Party**”, and together as the “**Parties**”. |
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| **WHEREAS**: |
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| 1. The Assignor is the owner of the trademarks set out in Appendix 1 attached hereto (the “**Trademarks**”); and |
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| 1. The Assignor wishes to assign the Trademarks to the Assignee and the Assignee wishes to accept the assignment of the Trademarks (the “**Assignment**”). |
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| **NOW, THEREFORE,** it is agreed as follows: |
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| 1. **ASSIGNMENT** |
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| * 1. In consideration for an agreed amount of [AED] now paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns and transfers to the Assignee free from all mortgages, charges, liens, licenses and encumbrances, all of the Assignor’s right, title and interest of whatever kind in and to the Trademarks together with their goodwill and the benefit of any future registrations which may be granted, and the right to sue for past, present and future infringements or misappropriations of the Trademarks. |
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| 1. **REPRESENTATIONS AND UNDERTAKING** |
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| * 1. The Assignor represents that: |
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| 1. it is the owner of all rights, title and interest in the Trademarks; and |
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| 1. there are no pending or, to the actual knowledge of its current officers, directors and employees, threatened, infringement actions against it in connection with the Trademarks |
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| * 1. The Assignor undertakes to execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the Trademarks and to give full effect to the provisions of this Assignment. |
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| 1. **SEVERABILITY** |
| * 1. If, for any reason whatsoever, any provision of this agreement should prove to be invalid, in whole or in party, such invalidity shall only affect the portion of such provision which shall be proven to be invalid and in all other aspect assignment shall remain in full force and effect and unaffected by such invalid provision as if the same had not be included herein. |
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| 1. **LANGUAGE** |
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| * 1. Notwithstanding any translation which might be required for a particular purpose, this Assignment shall be construed and interpreted solely in accordance with the Arabic text hereof which shall be deemed to be the authentic version. |
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| 1. **GOVERNING LAW AND JURISDICTION** |
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| * 1. This Assignment shall be governed by and construed in accordance with the laws and regulations of the United Arab Emirates. |
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| * 1. Any dispute arising out of or in connection with the formation, performance, interpretation, nullification, termination or invalidation of this Assignment, in any manner whatsoever, shall be heard and determined by the courts of the Emirate of [ ]. |
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| **IN WITNESS whereof the parties to this Assignment have executed it as a deed the day and year first above written** |
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| **ASSIGNOR :** |
| Name : |
| Title : |
| Signature: ــــــــــــــــــــــــــــــــــــــــ |
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| **ASSIGEE** : |
| Name : |
| Title : |
| Signature: ــــــــــــــــــــــــــــــــــــــــ |

**Schedule 1**

**Trademark(s)**

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| **Trademark** | **Application No.** | **Registration No.** | **Class** |
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