TRANSFER AND ASSIGNMENT AGREEMENT

BRIEF DESCRIPTION

This agreement provides for the transfer of a domain name that contains the transferee's trademark. There is language that recites the transferee's U.S. trademark registration, however, it would be equally applicable if the transferee/mark owner did not own any federal or state trademark registrations, but wanted to reference its common law trademark rights in the domain transfer.

BODY OF DOCUMENT

THIS AGREEMENT is made and entered into as of this [DAY] day of [MONTH], [YEAR], between (1) [TRANSFEREE COMPANY NAME] (the "Transferee") and (2) [TRANSFEROR COMPANY NAME] (the "Transferor").

WITNESSETH:

WHEREAS, Transferee is the owner of the Transferee trademark and U.S. Registration No. [X,XXX,XXX] for the [TRANSFEREE TRADEMARK NAME] (the "Trademark Name");

WHEREAS, Transferor is the registrant of record of the domain names [DOMAIN NAME] (the "Domain Name"); and

WHEREAS, Transferee objects to Transferor's use of the Trademark Name and Domain Name;

WHEREAS, the parties wish to resolve all disputes between them and avoid litigation;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements recited here, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Assignment and Transfer. Effective on the date of this Agreement (the "Effective Date"), Transferor assigns, transfers, conveys, and delivers exclusively to Transferee, free and clear of any and all liens, encumbrances, and claims of third parties, and Transferee acquires from Transferor all of Transferor's right, title, and interest in and to (i) the Domain Name, and (ii) all trademark, trade name, service mark, service name, goodwill, and other rights Transferor may claim to have in the Domain Name.

2. Acknowledgement of the Trademark Name. Transferor acknowledges Transferee's exclusive ownership of the Trademark Name and the validity of the Trademark Name and registration.

3. Use of the Trademark Name. At the close of business on the Effective Date, Transferor shall cease all use of the Domain Name. After the close of business on the Effective Date, Transferor shall not, directly or indirectly: (i) use, or attempt to register with any entity, any domain name, trademark, trade name, service mark, service name, or logo incorporating all or any part of the Domain Name or any mark, name, or logo owned by Transferee, including but not limited to the Trademark Name; (ii) use, or attempt to register with any entity, any domain name, trademark, trade name, service mark, service name, or logo that so resembles the Domain Name or any mark, name, or logo owned by Transferee, including but not limited to the Trademark Name, so as to be likely to cause confusion, mistake, or deception; or (iii) expressly or by implication represent that Transferor, any entity with which Transferor is affiliated, or any products or services offered by any entity with which Transferor is affiliated are authorized, licensed, endorsed, or sponsored by or affiliated with Transferee or its affiliates.

4. Further Assurances.

4.01 Simultaneously with the execution and delivery of this Agreement, and no later than [NUMBER OF DAYS] after receipt of this Agreement, Transferor will complete the documents required by the registrar, or provide Transferee with access and all necessary passwords to the records for the Domain Names, and cooperate in all necessary communications with the registrar to transfer the Domain Names to Transferee and/or to change servers and/or to change the administrative and technical contacts with respect to the Domain Names to individuals specified by Transferee.

4.02 From time to time and at any time, at Transferee's request, and without further consideration, Transferor shall execute and deliver such further documents and instruments of conveyance, assignment, and transfer, and shall take such further actions as may be necessary or desirable, in the opinion of Transferee, for the purpose of transferring and conveying all right, title, and interest in and to the Domain Name. In the event Transferor chooses to engage counsel to advise or assist with respect to such actions, Transferor's legal fees and expenses shall be Transferor's sole responsibility. Without limiting the foregoing, Transferor will take all steps required to promptly transfer ownership of the Domain Name on the registrar's records.

5. Representations and Warranties. To induce Transferee to enter into this Agreement, Transferor represents, warrants, and covenants to Transferee] as follows:

5.01 Transferor is the registrant of the Domain Name and has full power and authority to execute, deliver, and perform this Agreement. There are no outstanding contracts, demands, commitments, or other agreements or arrangements under which Transferor is or may become obligated to sell, transfer, assign, or convey the Domain Name.

5.02 The execution and delivery of this Agreement by Transferor and the consummation of the transactions contemplated by it does not require any consent of any person or entity, except for notices which must be sent to the registrar.

5.03 Neither the execution or delivery of this Agreement, nor the consummation of the transactions contemplated by it, will result in a violation or breach of or constitute a default under any contract, or commitment under which Transferor is obligated or court order or any judgment binding on Transferor or the Domain Name.

6. Remedies for Breach. Transferor recognizes that a breach of this Agreement would cause irreparable harm to Transferee, and Transferor therefore agrees that, in the event it breaches any provision of this Agreement, Transferee shall be entitled to obtain immediate injunctive relief and to recover from Transferor its attorneys' fees and costs incurred in connection with enforcing the terms of this Agreement.

7. Indemnity. Transferor shall indemnify, defend, and hold harmless Transferee and its officers, directors, employees, and agents from and against any and all claims, demands, actions, damages, losses, costs, and expenses (including reasonable attorneys' fees and amounts paid in settlement) suffered or incurred by reason of or arising out of Transferor's registration or use of the Domain Name on or before the Effective Date.

8. Miscellaneous. This Agreement contains the entire agreement between the parties relating to its subject matter, supersedes any and all other agreements, representations, or warranties of the parties in connection with such subject matter, and may be modified, changed, or terminated only in a writing executed by each party. This Agreement shall be binding upon and inure to the benefit of the parties' respective agents, employees, officers, directors, affiliates, successors, and assigns.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed as of the date first above written.

[TRANSFEREE NAME]

By:

Name: [TRANSFEREE SIGNATORY NAME]

Title: [TRANSFEREE SIGNATORY TITLE]

[TRANSFEROR NAME]

By:

Name: [TRANSFEROR SIGNATORY NAME]

Title: [TRANSFEROR SIGNATORY TITLE]