

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This DEED OF ASSIGNMENT is made on _____ 200[] between:

1. _____ (full name)
of _____ (company name)
(the "Assignor"); and
2. _____ (full name)
of _____ (company name)
(the "Assignee").

WHEREAS:

- (A) The Assignor has created the works listed at the Schedule for or in connection with OpenAd UK Limited, an on-line advertising, design and marketing ideas stock (the "Works").
- (B) The Assignor wishes to assign all its copyright and all other Intellectual Property Rights in the Works to the Assignee for the consideration and on terms set out below.

IT IS AGREED THAT:

1. In the consideration of the sum of 1 euro (receipt of which is hereby acknowledged) the Assignor hereby assigns with full title guarantee to the Assignee all its right, title and interest in and to the copyrights in any drawings, designs, plans, specifications, software, data and films, and trade secrets, trade marks, design rights and all other rights of a similar nature which may subsist anywhere in the world ("Intellectual Property Rights") in the Works all for the full period thereof, including any renewals and extensions, and including all rights of action accrued at the date of this Agreement. The Assignor also hereby irrevocably waives all current and future moral rights (and any similar rights) which may exist in any part of the world created by that Assignor pursuant to the creation of the Works for all purposes.
2. The Assignor warrants that the Works constitute its own original work (or that of its employees), that the Works have not been copied wholly or substantially from any other work or material, that the exercise by the Assignee of these rights assigned to it will not infringe the rights of any third party, that it has not granted, licensed or assigned any rights of any nature in the Works to any third party whatsoever in any part of the world and that it has obtained all necessary consents and waivers from any third parties involved in the creation of the Works such as would allow the Assignee to make full use of the Works.
3. This Assignment shall be construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

Executed and Delivered as a Deed by

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Witness _____

Witness Name _____

Witness Address _____

Witness Occupation _____

Executed and Delivered as a Deed by

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Witness _____

Witness Name _____

Witness Address _____

Witness Occupation _____