

(c) the Assignor has not previously assigned, transferred, pledged, or encumbered the Assigned Rights; and

(d) the execution and performance of this Agreement do not and will not violate any other agreement or obligation binding on the Assignor.

5. Warranty of Title

The Assignor further warrants and covenants that the Assignor is the sole lawful owner of the Assigned Rights, that the Assignor has the full and unrestricted right to transfer them, and that the Assignor shall defend the Assignee's title against all lawful claims and demands. This warranty shall survive the Effective Date.

6. Assumption by Assignee

From and after the Effective Date, the Assignee accepts the Assigned Rights and, to the extent the assignment includes obligations, agrees to perform and be bound by such obligations as though originally a party thereto.

7. Indemnification

(a) **By Assignor.** The Assignor shall indemnify, defend, and hold harmless the Assignee from and against any and all claims, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of (i) any breach of the Assignor's representations or warranties, or (ii) any act, omission, or obligation of the Assignor relating to the Assigned Rights accruing before the Effective Date.

(b) **By Assignee.** The Assignee shall indemnify, defend, and hold harmless the Assignor from and against any and all claims, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of any act, omission, or obligation of the Assignee relating to the Assigned Rights accruing on or after the Effective Date.

8. General Provisions

Governing Law. This Agreement shall be governed by the laws of the State of [STATE], without regard to its conflict-of-laws principles.

Binding Effect; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and assigns.

Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior negotiations and understandings.

Amendment. This Agreement may be amended only by a writing signed by both Parties.

Severability. If any provision is held invalid, the remaining provisions shall continue in full force and effect.

Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic or PDF signatures shall be valid under the federal ESIGN Act, 15 U.S.C. §7001 et seq.

Signatures

Assignor

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE

Assignee

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE