

Awake Technology and IP Assignment Agreement

These documents are general templates, not legal advice. Before using any document for any real-world purpose, every party must have their own independent legal counsel review and approve it for their circumstances and applicable law. Do not sign, rely on, or otherwise use a document without that approval. No attorney-client relationship is created.

Commercial Terms

Assignor and assignee: [names/entities/addresses]. Effective transfer date: [date]. Assigned assets and exclusions: signed IP Schedule. Consideration and payment/issuance mechanism: [cash/property/equity terms]. Required consents and encumbrances: [schedule]. Transfer deliverables and acceptance: [list]. Notice contacts: [contacts].

1. Identified transfer

Assignor transfers to Assignee the rights Assignor actually owns in the specifically listed technology, source materials, documentation and associated IP, including listed registrations and claims to the extent lawfully assignable. Rights not identified or not owned are not purportedly transferred. List domains, repositories, datasets, model-related rights and credentials handover procedures separately; never place credentials in the asset schedule.

2. Exceptions and dependencies

Disclose background materials, third-party licenses, open-source obligations, liens, prior grants and consent requirements. A third-party license transfers only if permitted and any needed consent is obtained. For retained embedded technology, sign an adequate separate license. Transfer of personal data requires a lawful basis and applicable notices/consents; ownership of code is not ownership of people or their data.

3. Consideration and closing

Payment and transfer timing are as stated. Equity consideration requires actual issuer approvals, a signed purchase/issuance instrument and evidence of consideration; this assignment does not issue shares. No tax-free treatment is promised. Close only when identified consents and deliverables are completed, or record precisely what remains and its effect.

4. Assurances and assistance

Assignor represents authority and disclosed chain of title and warrants no undisclosed prior disposition inconsistent with the transfer, subject to listed exceptions. Liability and remedies: [negotiated terms].

Assignor provides reasonable further documentation at Assignee's expense. Any moral-right waiver applies only to the extent lawful; unwaivable rights remain. No general noncompete is created.

5. Records

Both parties retain executed asset schedules, consent evidence, transfer dates and consideration records. Company-controlled repositories and accounts receive agreed administrative access through secure channels. Transition support, duration and fee: [terms or none].

General terms

Formal notices go to the contacts and delivery methods in the Commercial Terms. Governing law: [state and country]; dispute forum: [court and venue, or separately completed arbitration provision], subject to mandatory law. The parties will first meet in good faith within [days] after a dispute notice; this does not delay urgent relief or a filing deadline. This document and the signed schedules listed here constitute the agreement on this subject. Changes require a writing signed by the affected parties. A schedule overrides another document only by identifying the provision and the agreed replacement. No provision silently amends an existing equity, financing, or employment instrument. Severability applies to the extent lawful. Neither party may transfer this agreement without the other's written consent except to a successor acquiring the relevant business that assumes its obligations in writing, subject to any expressly agreed restrictions. Counterparts and electronic signatures are permitted.

Signatures

Party A: [full legal name]. Authorized signature: [signature]. Name and title: [name and title]. Date: [date].

Party B: [full legal name]. Authorized signature: [signature]. Name and title: [name and title]. Date: [date].

Signed schedules and implementing documents: [list, dates, and versions, or none].