

## QUITCLAIM ASSIGNMENT OF RIGHTS

THIS QUITCLAIM ASSIGNMENT OF RIGHTS (this "Assignment") is made and entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date"), by and between CORPORATION, a \_\_\_\_\_ corporation, with an office at \_\_\_\_\_ ("Corporation"), and AUTHOR, an individual, residing at \_\_\_\_\_ ("Author").

- A. \_\_\_\_\_ has previously engaged Author, under the terms of a Consulting Agreement dated the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Consulting Agreement"), to develop, create, prepare, author, revise, and/or program computer software and related materials (the "Work"); and
- B. Corporation and Author desire to confirm that Author has no rights in or to the Work and further desire that if Author has any rights in or to the Work, then Author shall hereby transfer to Corporation all of Author's such rights.

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Corporation and Author, intending to be legally bound, hereby agree as follows:

**1. Conveyance of Rights.** Author hereby assigns, transfers, grants, conveys, and relinquishes exclusively to Corporation all of his right, title, and interest in and to all copyrights and other rights in and to the Work, in perpetuity (or for the longest period of time otherwise permitted by law), including, but not limited to, the following:

- (a) All right, title, interest, and benefit (including, without limitation, to make, use, or sell under patent law; to copy, adapt, distribute, display, modify, prepare derivative works, and perform under copyright law; and to use and disclose under trade secret law) of Author in and to all United States and foreign patents and patent applications, patent license rights, patentable inventions, trade secrets, trademarks, service marks, trade names (including in the case of trademarks, service marks, and trade names, all goodwill appertaining thereto), copyrights, moral rights, technology licenses, know-how, confidential information, shop rights, and all other intellectual property rights owned or claimed by Author embodied in or related to the Work; and
- (b) All right, title, interest, and benefit of Author and all powers and privileges of Author, in, to, and under all technical data, drawings, prototypes, engineering files, system documentation, flow charts, and design specifications acquired or developed by Author in connection with the development of the programming, inventions, and processes entailed by the Work.

**2. Further Assurances.** At Corporation's expense, Author shall execute and deliver from time to time after the date of this Assignment and upon the request of Corporation such further conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the intent of this Assignment. Author therefore agrees to:

- (a) Execute, acknowledge, and deliver any affidavits or documents of assignment and conveyance regarding the Work;
- (b) At Corporation's expense, provide testimony in connection with any proceeding affecting the right, title, interest, or benefit of Corporation in and to the Work; and
- (c) At Corporation's expense, perform any other acts deemed necessary by Corporation to carry out the intent of this Assignment.

**THIS IS A 3-PAGE FORM.**