

QUITCLAIM ASSIGNMENT OF RIGHTS

THIS QUITCLAIM ASSIGNMENT OF RIGHTS (this "Assignment") is made and entered into this ___ day of _____, _____ (the "Effective Date"),

BETWEEN:

_____ (insert name of corporation)
_____ (insert complete address)
(the "Corporation")

-AND-

_____ (insert name of author)
_____ (insert complete address)
(the "Author")

- A. _____ (insert name) has previously engaged the 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. The Corporation and the Author desire to confirm that the Author has no rights in or to the Work and further desire that if the Author has any rights in or to the Work, then the Author shall hereby transfer to the Corporation all of the 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, the Corporation and the Author, intending to be legally bound, hereby agree as follows:

1. **Conveyance of Rights.** The Author hereby assigns, transfers, grants, conveys, and relinquishes exclusively to the 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 the Author in and to all domestic 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 the Author embodied in or related to the Work; and
- (b) All right, title, interest, and benefit of Author and all powers and privileges of the Author, in, to, and under all technical data, drawings, prototypes, engineering files, system documentation, flow charts, and design specifications acquired or developed by the Author in connection with the development of the programming, inventions, and processes entailed by the Work.