

# AGREEMENT TO ASSIGN TRADEMARK AS SECURITY IN PURSUANCE OF LOAN AGREEMENT

THIS AGREEMENT is made the \_\_ day of \_\_, 20\_\_.

## BETWEEN:

[NAME OF PROPRIETOR]  
whose registered office / principal place of business is located at  
\_\_\_\_\_ [address]

("the Proprietor")

and

[NAME OF ASSIGNEE]  
whose registered office / principal place of business is located at  
\_\_\_\_\_ [address]

("the Assignee")

## RECITALS

WHEREAS the Proprietor is the registered proprietor of the Trade Mark(s) described below, free from all licences and encumbrances, except as set out in the second schedule;

AND WHEREAS the Assignee has agreed to lend to the Proprietor the sum of £\_\_\_\_\_ in accordance with the terms of the Loan Agreement set out in the first schedule hereto, provided that the Trade Mark(s) shall be assigned by the Proprietor to the Assignee on the terms and conditions hereinafter set out;

AND WHEREAS the Proprietor has agreed to assign the Trade Mark(s) to the Assignee on the terms and conditions set out below.

**NOW THEREFORE** the parties hereto agree as follows:

### 1. Definitions

Wherever used throughout this Agreement, the following terms shall have the following meanings:

"Loan Agreement(s)" means the Loan Agreement set out in the first schedule, and any further loan agreements between the Proprietor and the Assignee specifying the Trade Mark(s) as security.

"Trade Mark(s)" means the following trade mark(s), registered with the United Kingdom Trade Marks Registry:

**Mark**

**TM Number**

**Date of Registration**

**2. Assignment**

Within \_\_ days of the date of or contemporaneously with this Agreement, and in consideration of the Assignee agreeing to lend to the Proprietor the sum of £\_\_\_\_\_ in accordance with the terms of the Loan Agreement, the Proprietor shall assign the Trade Mark(s) to the Assignee free from all encumbrances, except as set out in the second schedule, such assignment to be in the form set out in the third schedule ("the Assignment").