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INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

This intellectual property rights assignment ("**Agreement**") is dated **DATE** and made between

(1) Identification of the seller: (the "**Assignor**").

COMPANY NAME
FIRSTNAME LASTNAME
STREET NUMBER
POSTALCODE CITY
COUNTRY
COMPANY VAT

(2) Identification of the buyer: (the "**Assignee**").

COMPANY NAME
FIRSTNAME LASTNAME
STREET NUMBER
POSTALCODE CITY
COUNTRY
COMPANY VAT

Collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS

(A) The Assignor owns any and all intellectual property rights in the design with following DRAWY REFERENCE ID: **XXXXXXXX**

(B) The Assignor has offered the Design for sale on the STAMPY platform and agrees to assign the Design and the intellectual property rights therein to the Assignee on the terms set out in this Agreement.

THEREFORE IT HAS BEEN AGREED AS FOLLOWS:

1. **ASSIGNMENT**

- 1.1 In consideration of the sum of EUR **AMOUNT** (INCL VAT), receipt of which the Assignor expressly acknowledges, the Assignor hereby exclusively, totally, definitively and irrevocably conveys, transfers and assigns all its rights, title and interest in and to the following rights worldwide and from the moment said rights have come into force and for their entire duration, to the Assignee:
- (a) all copyright and rights in the nature of copyright subsisting in the whole or any part of the Design;
 - (b) all design rights subsisting in the whole or any part of the Design (including but not limited to unregistered Community design rights); and
 - (c) all other possible intellectual property rights and equivalent or similar forms of protection subsisting in the whole or any part of the Design (the "**Assigned Rights**").

1.2 The Assigned Rights in the Design include, notably but not exclusively, to the extent permitted by applicable law:

- (a) the right to reproduce and to communicate to the public in the broadest sense, the rights to use, to modify (including the rights to improve, to translate and to rewrite), to customize, to integrate and to incorporate into any other (existing or future) creation, to commercialize, to license, to implement, to distribute, to lend or to rent, to broadcast and to communicate to the public by telecommunication or otherwise, to publicly perform, to transcribe in a different environment (hardware, software, computer, electronic, web, multimedia or otherwise) or for different purposes;
- (b) any related rights of priority and prior use, applications for registration and the right to apply for registrations for any of these rights;
- (c) any and all rights to take all action necessary to recover damages or obtain any other remedies in respect of any and all past, present and future infringement(s), dilution(s) or violation(s) of any of the Assigned Rights, including the right to retain any damages obtained as a result of such action; and
- (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Assigned Rights.

1.3 The Assignor acknowledges and agrees that the assignment as well as any undertakings under this Agreement is fully and sufficiently compensated and rewarded and that he has no right to any other future consideration.

2. **WARRANTIES AND INDEMNITIES**

2.1 The Assignor represents and warrants that at the date of this Agreement:

- (a) he is the sole legal and beneficial owner of the Assigned Rights;

- (b) all the Assigned Rights are subsisting and enforceable and nothing has been done to make them invalid;
- (c) he has not assigned or licensed any of the Assigned Rights;
- (d) waives moral rights in accordance with clause 3 below;
- (e) the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
- (f) the Design is his own work, and has not been copied wholly or substantially from any other design or any other source;
- (g) the Design has not been made available to the public before publishing it in the public section of the STAMPY platform;
- (h) he is unaware of any infringement, or likely infringement, of any of the Assigned Rights; and
- (i) so far as he is aware, exploitation of the Assigned Rights will not infringe the rights of any third party.

2.2 The Assignor shall indemnify the Assignee against all liabilities, costs, expenses, damages or losses suffered or incurred by the Assignee arising out of or in connection with any breach by the Assignor of the warranties in clause 2.1 above.

3. **WAIVER OF MORAL RIGHTS**

3.1 To the maximum extent permitted by law, the Assignor waives the right to be cited and the right to exercising his possible moral rights in relation to the Assigned Rights in the Design, and in particular but not exclusively in relation to the products or services incorporating the Assigned Rights, and he shall, in any event, not exercise any such moral rights in a manner detrimental to the exploitation of the Design by the Assignee.

3.2 If the Assignor is a legal person, then the Assignor shall guarantee and warrant that the natural person or persons who have created the Design waive their moral rights to the Design as set out in clause 3.1 above.

4. **FURTHER ASSURANCE**

4.1 The Assignor will at the request of the Assignee perform or procure to perform all acts, execute all documents, make any declaration as reasonably necessary for vesting all rights, title and interest in and to the Assigned Rights in the Design in favour of the Assignee and for conferring on the Assignee rights of action in relation to any infringement of the Assigned Rights.

4.2 The Assignor hereby expressly grants a power of attorney to the Assignee to sign any documents, to make any declaration and to perform any other acts and/or formalities which may be necessary in connection with this Agreement.

5. MISCELLANEOUS PROVISIONS

- 5.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 5.2 The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule.
- 5.3 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 5.4 Any amendments to this Agreement, as well as any additions or deletions, must be agreed in writing by both Parties.
- 5.5 Whenever possible, the provisions of this Agreement shall be interpreted in such a manner as to be valid and enforceable under the applicable laws. However, if one or more provisions of this Agreement are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of that provision and of this Agreement shall remain in full force and effect as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, in such an event, the Parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision in such a way as to reflect insofar as possible the purpose of the invalid, illegal or unenforceable provision(s).
- 5.6 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 5.7 All notices and other forms of communications given to a Party under or in connection with this Agreement shall be given in writing or by e-mail and be sent to the receiving Party through the address and e-mail address indicated above. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

6. GOVERNING LAW AND JURISDICTION

- 6.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Belgium (without giving effect to its choice of law rules).
- 6.2 Each Party irrevocably agrees that the courts of Ghent, Belgium shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF the Parties Have Agreed to this Agreement on the date first before written.

For the Assignor:

COMPANY NAME
FIRSTNAME LASTNAME
STREET NUMBER
POSTALCODE CITY
COUNTRY
COMPANY VAT

For the Assignee:

COMPANY NAME
FIRSTNAME LASTNAME
STREET NUMBER
POSTALCODE CITY
COUNTRY
COMPANY VAT

Schedule 1 The Design

A large, empty rectangular box with a thin black border, intended for the design schedule. It occupies the lower half of the page.