

**DATED** \_\_\_\_\_ <<Date>>

**(1)** <<Name of Seller>> **LIMITED/PLC**

-and-

**(2)** <<Name of Buyer>> **LIMITED/PLC**

---

**DEED OF ASSIGNMENT**

-pursuant to-

**ASSETS SALE AND PURCHASE AGREEMENT**

---

**THIS DEED OF ASSIGNMENT** is dated

<<Date>>

## **PARTIES**

1. <<Name of Seller>> **LIMITED/PLC** a company registered in England with number <<Insert company number>>, whose registered office is at <<Insert registered office address>> (“the Seller”).
2. <<Name of Buyer>> **LIMITED/PLC** a company registered in England with number <<Insert company number>>, whose registered office is at <<Insert registered office address>> (“the Buyer”).

## **BACKGROUND**

- A. The Seller and <<Name of Buyer>> Limited/PLC have entered into an agreement dated [the date of this Deed] **OR** [<<Date of business sale agreement>>] and entitled “assets sale and purchase agreement” (“the Agreement”).
- B. The provisions of the Agreement state that assignments must be provided in respect of the [Book Debts,] Contracts, Goodwill, Intellectual Property and the Seller’s rights against third parties specified in the Agreement.
- C. The Seller is willing to assign on the terms of this Deed its [Book Debts,] Contracts, Goodwill, Intellectual Property and its rights against third parties specified in the Agreement.

## **AGREED TERMS**

### **1. INTERPRETATION**

- 1.1 The terms [“Book Debts”,] “Contracts”, “Goodwill”, and “Intellectual Property Rights” shall have the respective meanings ascribed to them in the Agreement.
- 1.2 The headings and sub-headings in this Deed are for convenience only and shall not affect its construction.
- 1.3 This Deed is without prejudice to the terms of the Agreement, and the assignment herein includes the benefit for the Buyer of all relevant provisions of the Agreement.

### **2. ASSIGNMENT**

The Seller with full title guarantee hereby assigns to the Buyer to hold them absolutely:

- [2.1 The benefit of each of the Book Debts in consideration of the aggregate sum of £<<Amount in figures>> (<<Amount in words>> pound[s]);]
- 2.2 The benefit of each of the Contracts in consideration of the aggregate sum of £<<Amount in figures>> (<<Amount in words>> pound[s]);

S

2.3 The Goodwill in connection with the Business of £<<Amount in figures>> (<<Amount in words>>)

2.4 In consideration of the sum of £<<Amount in figures>> (<<Amount in words>> pound[s]) the Seller assigns to the Buyer all the Seller's Intellectual Property Rights, and the Seller confirms that the assignment includes the goodwill attaching to the Business in respect of which the Seller's Intellectual Property Rights are exercisable; and

2.5 The rights of the Seller under the Intellectual Property Rights specified in clause [2.7] OR [2.8] of the Agreement shall be assigned to the Buyer for the sum of £<<Amount in figures>> (<<Amount in words>>)

3. **RECEIPT**

The Seller acknowledges that the Buyer has paid the sum of £<<Amount in figures>> (<<Amount in words>>) in full and the adequacy of the consideration specified in clause 2.

4. **FURTHER ASSURANCE**

The Seller shall [(at its expense) execute and deliver all such documents, and do all such things as the Buyer may from time to time reasonably require for the purposes of giving full effect to the provisions of this Deed.

5. **PROPER LAW AND JURISDICTION**

This Deed and any documents executed in connection with its subject matter (including any documents and obligations arising therefrom or associated with the Business) shall be governed by the laws of England and Wales and subject to the jurisdiction of the English courts.

**IN WITNESS** whereof the parties have hereunto signed and the Seller has conditionally delivered this Deed on the date stated at the beginning of this Deed.

A

M

P

L

F

Executed as a Deed by  
<<Name of Seller>> **LIMITED/P**  
acting by:

.....  
Director

.....  
Director/Secretary

Executed as a Deed by  
<<Name of Buyer>> **LIMITED/P**  
acting by:

.....  
Director

.....  
Director/Secretary

S

A

M

P

L

F