



## TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This agreement (the "**Agreement**") is by and between:

- (A) \_\_\_\_\_, having its registered office at \_\_\_\_\_ ("**Assignor**") and
- (B) Eclipse Foundation AISBL, having its registered office at Rond Point Schuman 11, 1040 Brussels, Belgium and registered with the Crossroads Bank for Enterprises under number 0760.624.114 ("**Eclipse**")

and is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ (the "**Effective Date**").

Assignor and Eclipse may also be referred to herein, collectively, as "Parties" and, individually, as a "Party".

WHEREAS, Assignor is the owner of certain registered and/or unregistered trademarks, or distinctive signs which may be protected by intellectual property rights and are identified in Exhibit A (the "**Trademarks**") and of certain domain names also identified in Exhibit A (the "**Domain Names**");

WHEREAS, Assignor is desirous of Eclipse to initiate a project or working group with a name based on the Trademark (the "**Project Initiation**");

WHEREAS, to accommodate the Project Initiation, Assignor desires to transfer all of Assignor's rights, titles and interests in and to the Trademarks to Eclipse and to thereafter have certain non-exclusive continuing usage rights of the Trademarks;

WHEREAS, to accommodate the Project Initiation, the Parties may mutually agree to have any related Domain Names initially redirect to a URL designated by Eclipse and that the Domain Names are subsequently transferred to Eclipse;

WHEREAS, the intent is for Eclipse to be the owner of all trademarks, brands, and domain names on behalf of both Eclipse and Eclipse.org Foundation, Inc.; and Eclipse and Eclipse.org Foundation, Inc. share full rights between them to the use of all trademarks and brands that are under Eclipse's ownership, which will include the Trademarks and Domain Names being transferred by Assignor.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Trademark Assignment. Assignor irrevocably assigns, grants and transfers to Eclipse, all of Assignor's worldwide rights, titles, and interests in and to the Trademarks, including any common law rights that may exist in the Trademarks, and any trademark registrations and applications that may exist covering the Trademarks, along with the goodwill of the business symbolized by use of the Trademarks, and the right to sue third parties for and recover and retain all damages and other remedies for past, present, and future infringement and all other violations in law or equity concerning the Trademarks, the same to be held and enjoyed by Eclipse for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made (the "**Assignment**").

2. To the extent that Assignor is seeking to perfect the ownership of the Trademarks and Assignor's ownership of the Trademarks has not been perfected by the Effective Date, Assignor agrees to promptly assign ownership of the Trademarks to Eclipse, in accordance with the terms of this Agreement, as soon as such ownership has been perfected. Assignor further agrees to take all steps necessary to promptly expedite any perfection of their ownership in and to the Trademarks. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country or region empowered to issue trademark registrations, to record this Assignment, and to issue or transfer said Trademarks to Eclipse as owner of all rights, titles and interests therein, or otherwise as Eclipse may direct, in accordance with the terms of the Assignment.

3. Trademark Usage. Eclipse hereby confirms that Assignor shall have all applicable, non-exclusive, rights to use the Trademarks in accordance with the then current version of the Guidelines for Eclipse Trademarks currently available at: [http://www.eclipse.org/legal/logo\\_guidelines.php](http://www.eclipse.org/legal/logo_guidelines.php), as may be amended from time to time (the "**Trademark Usage Policy**").

4. Domain Names. Upon the mutual agreement of the Parties, as of the date Eclipse formally approves the Project (the "**Project Effective Date**"), Assignor shall cause any related Domain Names (including all sub-domains and related URLs) to redirect directly to the URLs designated by Eclipse with no interstitial content. Within ten (10) calendar days of the Project Effective Date, Assignor shall transfer to Eclipse Assignor's entire right, title and interest to the Domain Names.

5. No compensation. Assignor acknowledges that no remuneration, indemnities or compensation of any kind shall be due to Assignor as a result of the Assignment under the Agreement.

6. Execution and Delivery. Upon Eclipse's request, Assignor agrees that it will take such actions and execute such documents (including, without limitation, the prompt execution and delivery of documents in recordable form or testifying as to any material fact or thing and including the transfer of any domain names through appropriate communications with domain name registrars) as may be necessary to vest in and secure unto Eclipse the full rights, titles and interests in and to the Trademarks (including any common law rights and goodwill that may

exist in the Trademarks) and Domain Names and to protect and enforce the Trademarks and Domain Names.

7. Representations and Warranties. Assignor represents and warrants that Assignor has the full and necessary right to convey the entire rights, titles and interests herein assigned (including any common law rights and goodwill that may exist in the Trademarks), and that Assignor will not take any action, use any trademark or domain name, or execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein.

8. Warranty Disclaimer. Assignor makes no other warranties, express or implied, to any person or entity with respect to the trademarks or any related materials provided hereunder, all of which are provided "as is," and disclaims all implied warranties, including without limitation warranties of merchantability, fitness for a particular purpose and title.

9. Limitation of Liability. In no event will either Party be liable for any special, incidental or consequential damages arising from or related to the use of the Trademarks or Domain Names, even if advised of the possibility.

10. Miscellaneous.

- a. Independent Contractors. The Parties hereto are independent contractors and are not partners, joint venturers or otherwise affiliated, and neither Party has any right or authority to bind the other in any way.
- b. Assignment. Eclipse may not assign this Agreement or any of its rights or obligations under this Agreement to third parties, without the prior written consent of Assignor, which shall not be unreasonably withheld. Assignor however acknowledges that Eclipse may, without its prior consent, assign this Agreement or any of its rights or obligations under this Agreement to any of its affiliates or successors, including, without limitation, Eclipse.org Foundation, Inc.
- c. Notices. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given only if personally delivered, delivered by a major commercial rapid delivery courier service with tracking capabilities, costs prepaid, or mailed by certified or registered mail, return receipt requested, postage prepaid, to a Party at the address set forth below or such other address as a Party last provided to the other by written notice:

If to Assignor:


If to Eclipse:

Eclipse Foundation AISBL  
Rond Point Schuman 11,  
1040 Brussels,  
Belgium

- d. Modification and Waiver. The failure of either Party to enforce its rights or to require performance by the other Party of any term or condition of this Agreement shall not be construed as a waiver of such rights or of its right to require future performance of that term or condition. Any amendment or modification of this Agreement or any waiver of any breach of any term or condition of this Agreement must be in a writing signed by both Parties in order to be effective and shall not be construed as a waiver of any continuing or succeeding breach of such term or

condition, a waiver of the term or condition itself or a waiver of any right under this Agreement.

- e. Governing Law and choice of jurisdiction. Any dispute arising out of or in relation with the conclusion, validity, existence, enforcement, performance and termination of this Agreement, and its interpretation, on contractual or extra-contractual grounds shall be construed and governed by the laws of Belgium without reference to conflict of laws principles. Both Eclipse and Assignor irrevocably agree that the Courts of the judicial district of Brussels, Belgium, shall have exclusive jurisdiction to settle any dispute or claim.
- f. Headings. Headings and captions are for convenience of reference only and shall not be deemed to interpret, supersede or modify any provisions of this Agreement.
- g. Severability. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- h. Entire Agreement. Upon execution by both Parties, this Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all discussions, negotiations, agreements and past dealings, either oral or written, between or among the Parties relating to the subject matter hereof.
- i. Non-Exclusive Remedies. The rights and remedies of a Party set forth herein are not exclusive, the exercise thereof shall not constitute an election of remedies and the aggrieved Party shall in all events be entitled to seek whatever additional remedies may be available in law or in equity.

Each Party represents and warrants that it has full right, power and authority to enter into this Agreement and perform all of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed by their authorized representatives.

**ASSIGNOR NAME:** \_\_\_\_\_

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ECLIPSE FOUNDATION AISBL**

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A**

**1. Trademarks:**

**Registered**

<b>Reproduction of the Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Jurisdiction of Registration</b>	<b>Reg. Date</b>	<b>International classification of goods and services (Nice classification)</b>

**Unregistered**

**[List all Trademarks]**

**2. Domain Names:**

**[List of Domain Names to be transferred (if any)]**