ASSIGNMENT

This assignment takes effect on [DATE],

**BETWEEN: [NAME OF YOUR COMPANY]** (the "Assignor"), a company organised and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[YOUR COMPLETE ADDRESS]

**AND: [ASSIGNEE NAME]** (the "Assignee"), a company organised and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[COMPLETE ADDRESS]

WITNESSETH, that for valuable consideration in hand paid by the Assignee to the Assignor, receipt of which is hereby acknowledged, the Assignor hereby assigns and transfers to the Assignee all of his right, title and interest in and to all [DESCRIPTION] set forth in [DESCRIPTION] that certain Agreement.

The undersigned fully warrants that it has full rights and authority to enter into this assignment and that the rights and benefits assigned hereunder are free and clear of any lien, encumbrance, adverse claim or interest by any third party.

The assignment shall be binding upon and inure to the benefit of the parties, and their successors and assigns.

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the day and year first above written.

Signed, sealed and delivered in the presence of:

ASSIGNOR ASSIGNEE

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title