

INVENTION ASSIGNMENT AGREEMENT

Date: _____

Parties:

This Invention Assignment Agreement (the “**Agreement**”) is entered into between:

(the “**Company**”), with a principal address at: _____

and

(the “**Employee**”), with a principal address at: _____

(collectively referred to as the “**Parties**”).

Definitions

Intellectual Property: Refers to all inventions, patents, copyrights, trade secrets, trademarks, and other proprietary information created by the Employee during their employment with the Company.

Work Product: Refers to all work-related creations, inventions, or intellectual property developed by the Employee in the course of their employment with the Company.

Assignment of Rights

Employee agrees to assign, and hereby assigns, to the Company all rights, title, and interest in and to any and all Intellectual Property and Work Product created by the Employee during the term of his/her employment with the Company. This assignment includes, but is not limited to, the right to apply for, obtain, and enforce patents and copyrights.

Confidentiality

Employee agrees not to disclose or use any Confidential Information of the Company, both during and after their employment with the Company. “Confidential Information” includes any non-public information about the Company's business, operations, products, or services.

Disclosure and Reporting

Employee agrees to promptly disclose in writing to the Company any and all inventions, creations, or developments related to the Company's business and promptly execute any documents necessary to perfect the Company's rights in such inventions and creations.

Compensation

Employee agrees that their compensation with the Company includes any and all compensation for the assignment of rights under this Agreement.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____.

Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter herein.

Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Execution

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Company: _____

By: _____

Signature: _____

Employee: _____

Signature: _____