

## ASSIGNMENT, ASSUMPTION, AND CONSENT

This Assignment, Assumption, and Consent ("Assignment") is effective as of \_\_\_\_\_ 20\_\_ ("Effective Date") by and among, Company, a \_\_\_\_\_ corporation, with principal offices located at \_\_\_\_\_ ("COMPANY"), Assignor, a \_\_\_\_\_ corporation, having its principal place of business at \_\_\_\_\_ ("ASSIGNOR") and Assignee, a \_\_\_\_\_ corporation, having its principal place of business at \_\_\_\_\_ ("ASSIGNEE").

### BACKGROUND

1. COMPANY and ASSIGNOR entered into that certain \_\_\_\_\_ Agreement, dated \_\_\_\_\_ ("Agreement");
2. ASSIGNOR desires to assign all of its rights, obligations and liabilities under the Agreement to ASSIGNEE;
3. ASSIGNEE desires to accept and assume all of the rights, obligations and liabilities of ASSIGNOR under the Agreement; and
4. COMPANY desires to consent to such assignment, acceptance and assumption.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. ASSIGNOR hereby assigns to ASSIGNEE and ASSIGNEE hereby accepts and assumes all of ASSIGNOR's rights, obligations and liabilities under the Agreement.
2. COMPANY hereby consents to the foregoing assignment and assumption of rights.
3. The Assignment and any actions arising out of or relating to this Assignment shall be governed by and construed and interpreted in accordance with the laws of the state of California and the United States of America without regard to the conflict of law provisions thereof.

**IN WITNESS WHEREOF** the parties hereto have executed this Assignment as of the Effective Date set forth above.

#### COMPANY

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

#### ASSIGNEE

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

#### ASSIGNOR

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_