**Assignment and Transfer Agreement**

**of Domain Name, Website, Social Media, and Digital Assets**

**Assignor:**

John Doe

123 Main Street, Philadelphia, PA 19101

**Assignee (the "LLC"):**

My New Company, LLC

123 Main Street, Philadelphia, PA 19101

**Date of Agreement and Transfer:**

June 10, 2022

**RECITALS:**

Assignor desires to transfer certain domain names, website, social media accounts, and digital assets to Assignee and Assignee desires to receive these assets.

**AGREEMENT:**

**1. Assignment and Transfer**

On the above date, provided the conditions of Section 2 have been met, the LLC shall accept from Assignor, and Assignor shall transfer and/or assign to the LLC, for good and valuable consideration, all right, title, and interests worldwide in and to:

**a. Domain Names**

Ownership and control of the following domain names:

mywebsitename.com, (the “Domain Name” or “Domain Names”).

**b. Content & Confidential information**

Ownership and control of the domain name content and any website content, including both published and unpublished works of authorship, including text, audio, video, graphical, collective works, computer programs, compilations, databases, derivative works, literary works, customer lists, email lists, ideas, designs, formulas, know-how, methods, processes, programs, prototypes, systems, and techniques (the "Content and confidential information").

**c. Brand name**

Ownership and control of the brand name, My Company Name, whether unregistered or registered, in any form or abbreviation in which it has appeared (the "Brand").

**d. Trademarks and copyright**

Ownership and control of any unregistered or registered trademarks, service marks, including any words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, brand name, good, group, product, or service or to indicate a form of certification, including without limitation logos, product designs, and product features.

Ownership and control of any copyrights or other intellectual property rights based on, or in any way connected to any of the items listed above and any items created for the business while Assignor owned and operated the business as a Sole Proprietorship (the "Trademarks and copyright").

**e. Social Media Accounts**

Ownership and control of any and all social media accounts associated with or used in combination with any of the above items; A through D. For example, this includes, but is not limited to Instagram, Pinterest, LinkedIn, Facebook, TikTok, Youtube, Twitter, SnapChat, and any other social media accounts.

**f. Business accounts, registrations, and logins**

Ownership and control of any and all online business accounts, registrations, and logins associated with or used in combination with any of the above items; A through E.

**g. Goodwill**

Ownership and control of all goodwill associated with any above items; A through F.

**2. Consideration**

In consideration of the assignment of items A through G above, the LLC agrees to pay Assignor the sum of One Hundred US Dollars ($100), upon the execution of this Agreement.

**3. Effectuate Transfer**

Assignor agrees to authorize the transfer of all items A through G above, and cooperate with the LLC and follow the LLC's instructions in order to effectuate the transfer of items A through G above in a timely manner.

**4. Warranties and Representation**

Assignor warrants and represents that she has unencumbered rights to items A through G and any and all rights were obtained without committing fraud or misrepresentation and that she has the authority to transfer said rights to the best of her knowledge.

**5. Governing Law**

This Agreement shall be governed by the laws of the State of Pennsylvania.

**6. Successors and Assigns**

Except as otherwise expressly provided in this Agreement, this Agreement will be binding on, and will inure to the benefit of, the successors and permitted assigns of the parties to this Agreement. Nothing in this Agreement is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights or obligation under or by reason of Agreement, except as expressly provided in this Agreement.

**7. Notices**

Any notices and communications required or necessary may be oral or in writing and may be delivered by phone, email, in person, or by fax.

**8. Severability**

In the event that any provision of this Agreement is held to be unenforceable under the applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

**9. Construction**

The titles of the sections of this Agreement are for convenience and reference only and are not to be considered in construing this Agreement.

**10. Entire Agreement**

This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understandings other than this Agreement relating to the subject matter hereof.

**11. Amendment and Waiver**

This Agreement may be amended only by written agreement executed by the parties hereto. No provision of this Agreement may be waived except by a written document executed by the party entitled to the benefits of the provision. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this Agreement. A waiver will be effective only in the specific instance for the purpose for which it was given and will not constitute a continuing waiver.

**12. Counterparts**

This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

**IN WITNESS WHEREOF**, Assignor and the LLC have caused this Agreement to be executed and effective on the date first written above.

Assignor:

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John Doe

Assignee:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My New Company, LLC

By: John Doe, Member

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**LLC titles:**

* How your LLC is managed is determined by your [LLC Operating Agreement](https://www.llcuniversity.com/llc-operating-agreement/).
* It may also be reflected in your LLC’s state filing. Depending on the state where you formed an LLC, that document will be called:
	+ Articles of Organization,
	+ Certificate of Organization, or
	+ Certificate of Formation
* How your LLC is managed will determine which title (ex: Member) to use next to your name.
* Please read the following pages:
	+ [Member-managed LLC vs. Manager-managed LLC](https://www.llcuniversity.com/member-managed-llc-or-manager-managed-llc/)
	+ [LLC officer titles](https://www.llcuniversity.com/llc-members-managing-members-and-managers/)
* If your LLC is Member-managed and you are the owner, you can use the following titles:
	+ Member
	+ Managing Member
* If your LLC is Manager-managed and you are the owner and not a manager, you can only use the following title:
	+ Member
* If your LLC is Manager-managed and you are the owner and a manager, you can use the following titles:
	+ Manager
	+ Managing Member
* If your LLC is Manager-managed and you are the manager, but not an owner, you can only use the following title:
	+ Manager

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End of notes.

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