

ASSIGNMENT & CONSENT AGREEMENT

THIS ASSIGNMENT and CONSENT AGREEMENT (this "Assignment") is made as of Click or tap to enter a date.by and among Choose an item. ("Assignor") and Choose an item. ("Assignee"), and Click or tap here to enter text. (the "Client").

RECITALS

WHEREAS, Assignor is a party to the Agreement (as defined below); and

WHEREAS, Assignor desires to assign the Agreement, and Assignee desires to assume the Agreement, each on the terms and conditions set forth herein;

WHEREAS, Client desires to consent to the assignment as set forth herein;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Assignment, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **The following definitions shall apply to this Assignment:**

- (a) **Agreement.** The term "Agreement" shall mean Click or tap here to enter text. dated Click or tap to enter a date., between Assignor and Client and any amendments or modifications thereto.
- (b) **Effective Date.** "Effective Date" shall mean the date of this Assignment.
- (c) **Other Terms.** Terms used and not defined in this Assignment shall have the meanings assigned to such terms in the Agreement.

2. **The parties agree to the following facts:**

- (a) The Client has entered into the Agreement with Assignor as defined above and incorporated into this Assignment by reference.
- (b) The Assignee is in a position to fully perform all obligations that may exist under the Agreement.
- (c) It is consistent with the Client's interest to recognize the Assignee as the successor party to the Agreement.

3. **In consideration of these facts, the parties agree that by this Assignment:**

- (a) The Assignor confirms the transfer to the Assignee and waives any claims and rights against the Client that it now has or may have in the future in connection with the Agreement. Client waives any claims against Assignor after the transfer date.
- (b) The Assignee agrees to be bound by and to perform the Agreement in accordance with the conditions contained in the Agreement. The Assignee also assumes all obligations and liabilities of, and all claims against, the Assignor under the Agreement as if the Assignee were the original party to the Agreement.
- (c) The Assignee ratifies all previous actions taken by the Assignor with respect to the Agreement, with the same force and effect as if the action has been taken by the Assignee.
- (d) As of the transfer date, the Assignee by this Assignment becomes entitled to all rights, titles, and interests of the Assignor in and to the Agreement as if the Assignee were the original party to the Agreement. Following the Effective Date of this Assignment, the term "how we're referred to in contract (Click or tap here to enter text.)" as used in the Agreement, shall refer to the Assignee.
- (e) Except as expressly provided in this Assignment, nothing in it shall be construed as a waiver of any rights of the Client against the Assignor.
- (f) All payments and reimbursements previously made by Client to the Assignor, and all other previous actions taken by Client under the Agreement, shall be considered to have discharged those parts of Client's obligations under the Agreement.

(g) The Assignor and the Assignee agree that Client is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer of this Assignment, other than those that Client in the absence of this transfer or Assignment would have been obligated to pay or reimburse under the terms of the Agreement.

(h) Prior to the transfer date, the Assignor shall remain responsible to the Client for payment of all liabilities and the performance of all obligations under the Agreement. Assignee shall be responsible to the Client following the transfer date for responsibilities it:

(1) Assumes under this Assignment; or

(2) May undertake in the future should the Agreement be modified under its terms and conditions.

(i) The Agreement shall remain in full force and effect, except as modified by this Assignment. Each party has executed this Assignment as of the day and year first above written.

4. **Governing Law.** This Assignment shall be governed by the laws of the State of [Click or tap here to enter text.](#), without regard to its conflict of laws principles.

5. **Headings.** All section headings and captions contained in this Assignment are for reference only and shall not be considered in construing this Assignment.

6. **Entire Agreement.** This Assignment sets forth the entire agreement between Assignor and Assignee relating to the Agreement and supersedes all other oral or written provisions.

7. **Further Assurances.** From and after the date of this Assignment, Assignor and Assignee agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the conveyance contemplated by this Assignment or as may be required by Client.

8. **Severability.** Should the application of any provision of this Assignment to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Assignment shall not be affected or impaired thereby and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of Assignor, Assignee and Client.

9. **Successors; Third-Party Beneficiaries.** Subject to the terms of the Agreement, this Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Assignment, whether express or implied, shall be construed to give any person or entity (other than Client and the parties hereto and their respective successors and assigns) any legal or equitable right, remedy or claim under or in respect of this Assignment or any covenants, conditions or provisions contained herein.

10. **Notices.** All notices, consents, directions, approvals, instructions, requests and other communications regarding this Assignment or the Agreement shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below). All communications sent in accordance with this Section shall become effective on the date of receipt. From time to time Assignor, Assignee or Client may designate a new address for purposes of this Section by notice to the other signatories to this Assignment.

If to Assignor:

Name:

Title:

Address:

Phone:

Email:

If to Assignee:

Name:

Title:

Address:

Phone:

Email:

If to Client:

Name:

Title:

Address:

Phone:

Email:

11. **Consent of Client.** Each of Assignor and Assignee acknowledges that the prior written consent of Client to this Assignment is required under the terms of the Agreement. Client shall be a third-party beneficiary of this Assignment and shall have the right to enforce this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have each duly executed this Assignment as of the date first referenced above.

For Assignor:

For Assignee:

Signature

Signature

Title

Title

Date

Date

Client hereby consents to the assignment described in Sections 2 and 3 of this Assignment:

For Client:

Signature

Title

Date