**EQUIPMENT LOAN AGREEMENT**

This Equipment Loan Agreement (the “**Agreement**”) dated as of [ ] (the “**Effective Date**”) is by and between [Insert name of loaning entity], with its principal office located at [Address] (“**Owner**”), and [Insert name of receiving entity], with its principal office located at [Address] (“**Recipient**”).

NOW THEREFORE, intending to be legally bound, the parties agree as follows:

# EQUIPMENT LOAN

1. Owner hereby agrees to loan to Recipient, on a gratuitous basis, subject to the terms of this Agreement (including Paragraph 2.c. below), the personal property (together with all attachments, replacements, parts, substitutions, additions, repairs, accessions and accessories, incorporated therein and/or affixed, thereto) (the “**Equipment**”) described in Exhibit A attached hereto (the “**Loan**”).
2. Notwithstanding the foregoing, the parties hereby agree that Recipient shall arrange for the Equipment to be collected and shipped to Recipient’s facility at Recipient sole expense, or if Owner arranges for such shipment then Recipient shall promptly reimburse Owner for all packing, shipping and insurance costs actually incurred.
3. The Equipment is and shall at all times be and remain the sole and exclusive property of Owner, and Recipient shall have no right, title or interest therein or thereto except as to the use thereof subject to the terms or conditions of this Agreement.

# TERM/RETURN OF EQUIPMENT/PENALTIES

1. The Loan granted to Recipient hereunder shall commence upon execution of this Agreement and continue until such time Recipient receives a written Return Notice from Owner (the “**Return Notice**”).

1. Upon receipt of a Return Notice, Recipient shall contact Owner for shipping instructions and return the Equipment to Owner in accordance with Paragraph 3.b. below, within ten (10) calendar days (the “**Return Period**”).
2. If Recipient fails to return the Equipment within the Return Period (or Replacement Equipment pursuant to Paragraph 3.b.), Owner may charge Recipient a Delay Fee equal to Six Thousand Dollars ($6,000) per each day following the expiration of the Return Period and until the Equipment is returned (the “**Delay Fee(s)**”).

# AFFIRMATIVE COVENANTS OF RECIPIENT

a. Maintenance. Recipient shall maintain the Equipment in good repair, condition and working order, and shall furnish any and all parts, mechanisms, and devices required to keep the Equipment in good repair, condition and working order, at the sole cost and expense of Recipient.

1. Transportation Charges; Return of Equipment. Unless otherwise agreed in writing by the parties, Recipient shall return the Equipment to a location specified by Owner, and pay all shipping and delivery charges and other expenses incurred in connection therewith. The Recipient is required to use a shipping and delivery service that is licensed and insured by the State of [State]. Upon receipt of a Return Notice, Recipient, at Recipient’s risk and expense, shall assemble, clean, disinfect, prepare for shipment, and return the Equipment to Owner in accordance with Paragraph 2 above. The returned Equipment shall be in good condition, repair, and working order, ordinary wear and tear excepted. Notwithstanding the foregoing, the parties hereby agree that, in the event that upon receipt of the Return Notice the Equipment has been loaned-out to a Third Party Recipient (as defined below), or Recipient is otherwise unable to immediately return the Equipment, Recipient may deliver to Owner, at Owner’s sole discretion and subject to Owner’s approval, in lieu of the Equipment, other equipment that has substantially similar functionality and is in good repair, condition and working order (the “**Replacement Equipment**”) and transfer clear title to such Replacement Equipment to Owner, whereupon such Replacement Equipment shall be deemed the Equipment for all purposes, and Recipient shall be deemed to have satisfied its obligations under this Paragraph 3.b. [For avoidance of doubt, however, the Replacement Equipment must be approved in advance by the Owner and the Owner, at its discretion, may test the equipment to ensure its functionality. To the extent that the Replacement Equipment is not acceptable to the Owner, the Owner may reject the Replacement Equipment in which case the Recipient shall supply alternate Replacement Equipment or return the original Equipment].
2. Use of Equipment by Third Party Recipients. Recipient hereby agrees that if the Equipment remains unused by Recipient for more than [ ] days since receipt thereof, and Recipient is notified by a third party (a “**Third Party Recipient**”) that such Third Party Recipient is in need of ventilators similar to the Equipment to cope with medical needs, Recipient shall immediately ship the Equipment to such Third Party Recipient. Before shipping the Equipment in accordance with the preceding paragraph, Recipient and the Third Party Recipient shall enter into an assignment and assumption agreement in the form of Exhibit B attached hereto (the “**Assignment and Assumption Agreement**”) and deliver an executed copy to Owner. Recipient shall remain liable to Owner for return of the Equipment until receipt by Owner of the fully executed Assignment and Assumption Agreement.
3. Laws, Regulations and Rules. Recipient shall comply with all governmental laws, regulations, requirements of the State of [ ] and rules, all manufacturer’s instructions and warranty requirements, and with the conditions and requirements of all policies of insurance with respect to the Equipment and this Agreement.
4. Marking of Equipment. Recipient shall not permit the name of any person, association or entity other than Owner to be placed on the Equipment as a designation that might be interpreted as a claim of ownership or security interest.
5. Delay Fee. Recipient hereby agrees that Recipient’s obligation to pay any Delay Fees owing hereunder shall be absolute and unconditional.

# NEGATIVE COVENANTS OF RECIPIENT

a. No Liens. Recipient shall not create, incur, assume or suffer to exist any mortgage, lien, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting or with respect to the Equipment or any of Owner’s interests thereunder.

b. Location of Equipment. Except as otherwise provided herein, Recipient shall not part with possession or control of, or suffer or allow to pass out of its possession or control, items of Equipment or change the location of the Equipment or any part thereof without the prior written consent of Owner.

c. No Assignment or Sublease by Recipient. **RECIPIENT SHALL NOT ASSIGN OR IN ANY WAY DISPOSE OF ALL OR ANY PART OF ITS RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF OWNER. ANY ATTEMPTED ASSIGNMENT IN BREACH OF THIS PROVISION SHALL BE NULL AND VOID, IT BEING AGREED THAT THE WRITTEN CONSENT OF OWNER SHALL NOT BE REQUIRED IN CONNECTION WITH AN ASSIGNMENT EXECUTED IN COMPLIANCE WITH PARAGRAPH 3.C. ABOVE.**

# NO WARRANTIES; CONSEQUENTIAL DAMAGES EXCLUDED; NO AGENCY

1. Disclaimer of Warranties. Recipient acknowledges that: Owner is not the manufacturer of the Equipment nor the manufacturer’s agent or representative nor a dealer therein; Recipient is satisfied that the Equipment is suitable and fit for its purposes; and **OWNER HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF THE EQUIPMENT, ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY OF THE MATERIALS IN THE EQUIPMENT OR WORKMANSHIP IN THE EQUIPMENT, OWNER’S TITLE TO THE EQUIPMENT, NOR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER;** Owner shall not be liable to Recipient for any loss, damage, or expense of any kind or nature caused, directly or indirectly, by the Equipment or the use or maintenance thereof or the failure or operation thereof, or the repair, service or adjustment thereof, or by any delay or failure to provide any such maintenance, repairs, service or adjustment, or by any interruption of service or loss of use thereof or for any loss of business howsoever caused. Owner shall not be liable for any consequential damages. Owner shall have no obligation under this Agreement in respect of the Equipment and shall have no obligation to ship, deliver, assemble, install, erect, test, adjust or service the Equipment.

b. Exclusion of Consequential Damages. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, OWNER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO RECIPIENT OR ANY THIRD PARTY, FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OR BENEFITS OF USE OR LOSS OF BUSINESS, REGARDLESS OF WHETHER SUCH LOSSES ARE CONSTRUED TO BE CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, AND EVEN IF OWNER IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES, IS INTENDED BY THE PARTIES TO BE SEVERABLE FROM ANY OTHER PROVISION AND IS A SEPARABLE AND INDEPENDENT ELEMENT OF RISK ALLOCATION AND IS INTENDED TO BE ENFORCED AS SUCH. THE PARTIES ALSO AGREE THAT, REGARDLESS OF THE FAILURE OF ANY SOLE OR EXCLUSIVE REMEDY APPLICABLE TO THE EQUIPMENT, RECIPIENT WILL NOT BE ENTITLED TO ANY CONSEQUENTIAL DAMAGES OF WHATSOEVER KIND OR NATURE. THE PARTIES INTEND THE EXCLUSION OF CONSEQUENTIAL DAMAGES AS AN INDEPENDENT AGREEMENT APART FROM ANY SOLE AND EXCLUSIVE REMEDY APPLICABLE TO THE EQUIPMENT.**

c. No Agency. Recipient acknowledges and agrees that neither the manufacturer of the Equipment, nor any salesman, representative or other agent of the manufacturer, is an agent of Owner. No salesman, representative or agent of the manufacturer is authorized to waive or alter any term or condition of this Agreement and no representation as to the Equipment or any other matter by the manufacturer shall in any way affect Recipient’s duty to perform its obligations as set forth in this Agreement.

# LOSS OR DAMAGE TO EQUIPMENT; INSURANCE.

1. Risk of Loss. From the date Owner ships the Equipment to Recipient, Recipient hereby assumes and shall bear the entire risk of loss for theft, damage, destruction or other injury to the Equipment from any and every cause whatsoever. In the event of damage or loss to the Equipment (or any part thereof) and irrespective of payment from any insurance coverage maintained by Recipient, Recipient shall at the option of Owner, (a) place the Equipment in good repair, condition and working order; or (b) replace the Equipment (or any part thereof) with Replacement Equipment; or (c) pay to Owner an amount equal to the market value of the Equipment as of the Effective Date.

b. Insurance. Recipient shall obtain and maintain for the entire term of this Agreement, at its own expense (as primary insurance for Owner and Recipient), property damage and liability insurance and insurance against loss or damage to the Equipment including, without limitation, such other risks of loss as are customarily insured against on the type of Equipment leased hereunder and by businesses in which Recipient is engaged, in such amounts, in such form and with such insurers as shall be reasonably satisfactory to Owner. Each insurance policy will name Recipient as an insured and Owner as an additional insured and loss payee thereof as Owner’s interests may appear, shall contain cross-liability endorsements and shall contain a clause requiring the insurer to give Owner at least 30 days prior written notice of any material alteration in the terms of such policy or of the cancellation thereof. Recipient shall furnish to Owner a certificate of insurance or other evidence satisfactory to Owner that such insurance coverage is in effect, provided, however, that Owner shall be under no duty either to ascertain the existence of or to examine such insurance policy or to advise Recipient in the event such insurance coverage shall not comply with the requirements hereof. Recipient further agrees to give Owner prompt notice of any damage to, or loss of, the Equipment, or any part thereof; all insurance covering loss or damage to the Equipment shall contain a breach of warranty clause satisfactory to Owner. In the event Recipient fails to obtain insurance in accordance with this provision, the lessor may, at its option, obtain the insurance or declare Recipient’s failure an event of default. In the event that Owner obtains insurance, it shall be entitled to prompt reimbursement from the Recipient of the costs, including reasonable administrative costs, of doing so.

# RECIPIENT REPRESENTATIONS AND WARRANTIES. Recipient represents and warrants that:

1. Recipient is duly organized and validly existing in good standing under the laws of the jurisdiction of its incorporation, duly qualified to do business in each jurisdiction where any Equipment is, or is to be, located, and has full corporate power and authority to hold property under loan and to enter into and perform its obligations under this Agreement; the execution and performance of this Agreement have been duly authorized by all necessary corporate action on the part of Recipient.

## The execution, delivery and performance by Recipient of this Agreement do not violate any law or governmental rule, regulation, or order applicable to Recipient, do not and will not contravene any provision, or constitute a default under, any indenture, mortgage, contract, or other instrument to which it is bound, and, upon execution and delivery hereof, will constitute a legal, valid and binding agreement of Recipient, enforceable in accordance with its terms.

c. No action, including, any permits or consents, in respect of or by any state, federal or other governmental authority or agency is required with respect to the execution, delivery, and performance by Recipient of this Agreement.

1. **EVENTS OF DEFAULT.** An “Event of Default” shall occur hereunder if Recipient:

a. breaches any representation or warranty contained herein or made any incorrect representation or warranty in any other document furnished to Owner in connection herewith;

1. fails to keep the Equipment insured as required by Paragraph 5.b. above, or fails to repair or replace any Equipment that suffers any material uninsured damage, loss, theft, or destruction, or fails to pay any amount demanded by Owner pursuant to Paragraph 5.a. above;
2. fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder, and such failure or breach shall continue unremedied for a period of 10 days after such failure or breach first occurs;
3. without Owner’s consent attempts to remove, sell, transfer, encumber, part with possession, or sublet any item of Equipment or permit a judgment or other claim to become a lien upon any or all of Recipient’s assets or upon the Equipment;
4. shall suffer an adverse material change in its financial condition from the date hereof, and as a result thereof Owner deems the Equipment to be insecure;
5. fails to return the Equipment to Owner in accordance with Paragraphs 2 and 3 above; or
6. shall be in default under any other agreement at any time executed with Owner.
7. **REMEDIES.** Notwithstanding Owner’s rights under Paragraph 2.a above, upon the occurrence of any Event of Default and at any time thereafter, Owner may, in its sole discretion, do any one or more of the following:
8. Upon written notice to Recipient, terminate this Agreement with immediate effect and request that the Equipment be immediately returned to Owner in accordance with Paragraph 3.b. above;
9. If Owner decides, in its sole discretion, not to take possession of the Equipment, Owner continues to be the owner of the Equipment and may, but is not obligated to, dispose of the Equipment by sale or otherwise, all of which determinations may be made by Owner in its sole discretion and for its own account;
10. Recipient agrees on demand, to assemble the Equipment and make it available to Owner at a place to be designated by Owner which is reasonably convenient to Owner;
11. Exercise any other right or remedy which may be available to it under any applicable law;

10. **INDEMNITY.** Recipient shall indemnify and hold Owner harmless from and against all claims, losses, liabilities (including, but not limited to, negligence, tort, breaches of statutory duties, and strict liability), damages, judgments, suits, and all legal proceedings, and any and all costs and expenses in connection therewith (including attorneys’ fees) arising out of or in any manner related to the delivery, rejection, non-delivery, possession, use, transportation, storage, operation, maintenance, repair, return or other disposition of the Equipment or with this Agreement, including, without limitation, (a) claims for injury to or death of persons and for damage to property, and (b) claims relating to defects in the Equipment whether or not discoverable by Owner. Recipient agrees to give Owner prompt notice of any such claim or liability.

11. **RECIPIENT’S WAIVERS**. To the extent permitted by applicable law, Recipient hereby waives any and all rights and remedies conferred upon it under applicable regulations, including but not limited to Recipient’s rights to: (i) recover damages from Owner for any breaches of warranty or for any other reason; (ii) a security interest in the Equipment in Recipient’s possession or control for any reason; (iii) recover any general, special, incidental or consequential damages, for any reason whatsoever; and (iv) specific performance, replevin, detinue, sequestration, claim and delivery or the like for the Equipment identified in this Agreement.

12. **OWNER’S RIGHT TO PERFORM FOR RECIPIENT**. If Recipient fails to perform or comply with any of its agreements contained herein, Owner may perform or comply with such agreements and the amount of any payments and expenses of Owner incurred in connection with such performance or compliance (including reasonable outside attorneys’ fees), together with interest thereon at the highest legal contract rate, shall be deemed an additional Delay Fee payable by Recipient upon demand.

13. **FURTHER ASSURANCES**. Recipient will cooperate with Owner for the purpose of protecting the interests of Owner in the Equipment, and this Agreement, including, without limitation, the execution of all Uniform Commercial Code financing statements requested by Owner. Owner is authorized, if permitted by applicable law, to file one or more Uniform Commercial Code financing statements, precautionary or otherwise, as appropriate, disclosing Owner’s interest in the Equipment, this Agreement and the sums due under this Agreement, without the signature of Recipient or signed by Owner as Attorney-in-fact for Recipient. Recipient hereby appoints Owner (and any, of Owner’s officers, employees, or agents designated by Owner) as Recipient’s attorney, coupled with an interest, to do all things necessary to carry out this paragraph. Recipient will pay all costs of filing any financing, continuation, or termination statements with respect to this Agreement, including, without limitation, any intangibles tax and/or documentary stamp taxes relating thereto. Recipient will do whatever may be necessary to have a statement of the interest of Owner in the Equipment noted on any certificate of title relating to the Equipment and will deposit said certificate with Owner. Recipient shall execute and deliver to Owner upon request such other instruments and assurances as Owner deems necessary or advisable for the implementation, effectuation, confirmation or perfection of any rights of Owner hereunder.

14. **NOTICE.** Any notices or demands required to be given herein shall be given to the parties in writing and by regular mail email, of facsimile to the addresses, or email addresses set forth herein, or to such other addresses, email addresses, or telecopier numbers as the parties may hereafter substitute by written notice given in the manner prescribed in this Paragraph.

Owner:

[add contacts of Owner]

Recipient:

[add contacts of Recipient]

15. **MISCELLANEOUS**

a. Governing Law. ANY AND ALL MATTERS OF DISPUTE BETWEEN THE PARTIES TO THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF [CALIFORNIA]. RECIPIENT AND OWNER EACH AGREE TO SUBMIT TO THE JURISDICTION OF THE STATE AND/OR FEDERAL COURTS IN THE STATE OF [CALIFORNIA].

b. Attorney’s Fees. Recipient shall reimburse Owner for all charges, costs, expenses and attorneys’ fees incurred by Owner: (a) in defending or protecting its interests in the Equipment; and (b) in any lawsuit or other legal proceeding to which this Agreement gives rise, including, but not limited to, actions in tort.

c. Assignment by Owner. Owner may assign or transfer this Agreement or Owner’s interest in the Equipment without notice to Recipient. Any assignee of Owner shall have all of the rights of Owner under this Agreement.

d. Waiver. Owner’s failure at any time to require strict performance by Recipient of any of the provisions hereof shall not waive or diminish Owner’s right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default.

e. Provisions Severable. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The captions in this Agreement are for convenience only and shall not define or limit any of the terms hereof.

f. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal eﬀect as delivery of an original signed copy of this Agreement.

g. Survival of Recipient’s Covenants, Indemnities, Representations and Warranties. All representations, warranties, covenants and indemnities of Recipient made or agreed to in this Agreement shall survive the expiration, termination or cancellation of this Agreement.

h. Entire Agreement; No Oral Modification; Negation of Trade Usage and Course of Dealing. This Agreement constitutes the entire, final, complete, and fully integrated understanding or agreement between Owner and Recipient and there is no understanding or agreement, oral or written, which is not set forth herein. This Agreement may not be supplement, explained, or interpreted by any evidence of trade usage or course of dealing. This Agreement may not be amended except by a writing signed by Owner and Recipient and shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES (S)HE HAS READ THIS ENTIRE LEASE, THAT OWNER OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH HEREIN AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THIS LEASE ON BEHALF OF RECIPIENT.

OWNER:

[insert name]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

Title: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

RECIPIENT:

[insert name]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

Title: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

**Exhibit A**

**EQUIPMENT DESCRIPTION**

[Add description of ventilator units, including serial number, make, model, accessories etc.]

**Exhibit B**

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Assignment and Assumption Agreement (this “**Assignment**”) is entered into effective as of \_\_\_\_\_\_\_\_\_\_, 2020 (the “**Effective Date**”), by and between [Insert name of original recipient], with its principal office located at [Address] (hereinafter referred to as “**Assignor**”), and [Insert name of entity to whom equipment will be transferred], with its principal office located at [Address] (hereinafter referred to as “**Assignee**”) with reference to the following recitals:

**RECITALS**

WHEREAS, Assignor and [Name of Owner], have entered into that certain Equipment Loan Agreement dated as of \_\_\_\_\_\_\_\_\_, 2020, (the “**Agreement**”);

WHEREAS, Assignor desires to assign its rights and obligations under the Agreement and Assignee desires to assume Assignor’s rights and obligations under the Agreement; and

WHEREAS, capitalized terms used in this Assignment and not defined herein shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment and Assumption**. Assignor shall and hereby does assign, transfer, and convey unto Assignee, all right, title, interest, and obligations of Assignor in, under and to the Agreement, and Assignee shall and does hereby assume and agree to keep, observe, and perform all of the covenants, conditions, terms, provisions, obligations, and liabilities accruing or arising under the Agreement.
2. **Governing Law.** This Assignment will be governed by and construed and enforced in accordance with the substantive laws of the State of [California], without giving effect to the principles of conflict of laws. Each Party irrevocably and unconditionally agrees to venue in federal and state courts in the State of [California] (the “**Courts**”) for any dispute or litigation arising out of or relating to this Assignment, and waives any objection to the laying of venue of any such litigation or dispute in the Courts and agrees not to plead or claim in the Courts that such litigation brought in such Court was brought in an inconvenient forum.
3. **Amendment.** This Assignment may be amended, modified or supplemented only by an agreement in writing signed by each party hereto.
4. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
5. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[*Signature Page Follows*]

**Assignor:**

[insert name]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

Title: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

**Assignee:**

[insert name]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

Title: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]