

DOMAIN NAME PURCHASE AGREEMENT

As of [redacted] ("Effective Date"), this Domain Name Purchase Agreement ("Agreement") is entered into by and between [redacted] a [redacted] corporation, located at [redacted] ("Buyer") and [redacted] a [redacted] ("Seller").

WHEREAS [redacted] has registered the domain name enabling it to operate the [redacted] Locator http://[redacted] ("Domain Name"), and Seller holds all rights of ownership and equity for such Domain Name;

WHEREAS Buyer desires to acquire the sole and entire right, title, and interest in the Domain Name and related proprietary rights; and

WHEREAS, Seller desires to transfer to Buyer all of his or her right, title and interest in and to the Domain Name and proprietary rights;

NOW, THEREFORE, in consideration for the covenants and payments hereinafter set forth, the parties agree as follows:

- 1. Sale.** Seller does hereby sell, assign, transfer and convey to Buyer (a) all of her right, title and interest, in law and equity, including but not limited to trademark, service mark, moral rights, copyright, patent, trade name, publicity rights, common law rights, and other rights in and to the Domain Name and any name derivative thereof, any and all registrations, applications to register and pending same and all licenses and leases for the use thereof, and (b) all goodwill associated with the use of the Domain Name.
- 2. Transfer.** Seller agrees to cooperate with Buyer in her efforts to disclose the necessary information and execute any and all documents to transfer the Domain Name in accordance with the procedures of the applicable registrar for the Domain Name within 48 hours of executing this Agreement.
- 3. Payment.** In consideration for transfer of ownership of the Domain Name, Buyer agrees to pay Seller [redacted] in the form of [redacted] in the name of [redacted] delivered to [redacted] by no later than [redacted].
- 4. Escrow.** Upon Buyer's request, Seller shall cooperate in the use of a "Domain Name Escrow" service (for example, www.escrow.com) for transfer of the Domain Name. In the event the payment to Seller shall cooperate in all necessary steps, as informed by Buyer or the escrow service, to transfer the Domain Name in the manner within 48 hours of executing this Agreement.
- 5. Waiver.** If Seller has any claim to Domain Name that cannot be transferred or conveyed hereunder to Buyer, (a) Seller unconditionally and irrevocably waives all such claims, and all claims and causes of action of any kind against Buyer with respect to such rights, and agrees, at Buyer's request, to consent to an appropriate legal action to enforce such rights, and (b) Seller unconditionally and irrevocably grants to Buyer an exclusive, assignable, perpetual, worldwide, fully paid and royalty-free license to use the Domain Name, with rights to sublicense through multiple levels of sublicensees, to reproduce, create derivative works, distribute, publicly perform, publicly display and lease or rent, by all means now known or later developed.
- 6. Seller's Warranties.** Seller warrants that no other party who has an interest of any kind in the Domain Name, but not limited to a license, property interest, property interest, lien or otherwise, in Domain Name, that no claim, controversy, arbitration, litigation matter or other legal or regulatory, actual or threatened, matter exists that might affect ownership of the Domain Name.
- 7. Mutual Warranties.** Each party represents and warrants to the other party that (i) it has the requisite corporate authority to enter into and perform this Agreement, (ii) this Agreement constitutes his or her legally binding obligation, enforceable in accordance with his or her terms, (iii) his or her execution and performance

under this Agreement shall not breach any agreements or violate any third party's rights and shall not violate any judgment, writ, injunction, or order of any court, arbitrator or governmental agency.

8. **Attorneys' Fees.** In the event that Buyer is required to engage the services of legal counsel to enforce the terms and conditions of this Agreement against any other party, regardless of whether such action results in litigation, the Buyer shall be entitled to reasonable attorneys' fees, costs of legal assistants, and other costs from the Seller, which shall include any fees or costs incurred at trial or in any appellate proceeding and expenses and other costs, including any accounting expenses incurred.

9. **Miscellaneous.** This Agreement may be assigned to any successor in interest in the purchases or through any person who owns greater than fifty percent of the assets or equity of such person. If the Seller agrees in writing to be bound by the terms and conditions herein, any other assignment shall be void. This Agreement shall be governed by the laws of the State of California, and construed and interpreted in accordance with the laws of that state, without regard to conflicts of laws principles. Each party consents to venue and personal jurisdiction in the County of San Diego, California.

If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render the Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed or modified so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement is the complete and exclusive agreement regarding the Domain Name between the parties and replaces any prior oral or written communications between the parties regarding Domain Name.

IN WITNESS WHEREOF, the parties hereto have signed this Domain Name Purchase Agreement to be executed as of the Effective Date.



By:

Name:

Title:

Date:



By:

Name:

Title:

Date:

Notary witness for Seller: (stamp here)

Name:

Location:

Date:

By: _____

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