[Law Firm Letterhead]

[Date]

[Recipient Name]
[Recipient Title]
[Company Name]
[Address]

RE: LEGAL OPINION REGARDING THE TRANSFER OF INTELLECTUAL PROPERTY RIGHTS

Dear [Name],

We have acted as counsel to [Assignor Name] (the "Assignor") in connection with the Intellectual Property Assignment Agreement dated [Date] (the "Agreement"), between the Assignor and [Assignee Name] (the "Assignee").

1. Scope of Review
For the purposes of this opinion, we have examined the following documents:
(a) The executed Intellectual Property Assignment Agreement;
(b) Schedules of Patents, Trademarks, and Copyrights included in the transfer;
(c) Corporate records and resolutions authorizing the transfer; and
(d) Records of the [Relevant IP Office, e.g., USPTO].

2. Assumptions
We have assumed the genuineness of all signatures, the legal capacity of natural persons, and the authenticity of all documents submitted to us as originals.

3. Opinion
Based upon the foregoing, it is our opinion that:

- The Assignor has the corporate power and authority to execute and deliver the Agreement.
- The Agreement has been duly authorized, executed, and delivered by the Assignor.
- The Agreement constitutes a legal, valid, and binding obligation of the Assignor, enforceable against the Assignor in accordance with its terms.
- The execution of the Agreement is sufficient to transfer all of the Assignor's right, title, and interest in the Intellectual Property described in the Agreement to the Assignee.

4. Qualifications
This opinion is limited to the laws of [State/Country] and the federal laws governing intellectual property. We express no opinion as to the validity of any underlying patent or trademark registrations, only the legality of their transfer.

This letter is provided solely for the benefit of the Assignee and may not be relied upon by any other person or entity without our prior written consent.

Sincerely,

[Signature]
[Name of Attorney]
[Name of Law Firm]