

LETTER OF INTENT

Date: [Insert Date]

Assignor: [Attorney Name/Law Firm Name]

Assignee: [Purchasing Entity Name]

RE: Intent to Assign Copyrights for [Insert Name of Software/Codebase]

Dear [Name of Contact Person],

This Letter of Intent ("LOI") outlines the preliminary terms under which [Assignor Name] proposes to transfer and assign all rights, titles, and interests in the copyright of the software known as "[Software Name]" to [Assignee Name].

1. The Asset: The assignment shall include the full source code, object code, documentation, and all associated intellectual property rights for the software developed by the Assignor.

2. Purchase Price/Consideration: In exchange for the assignment of copyrights, the Assignee agrees to pay [Insert Amount and Currency] or [Describe Other Consideration].

3. Representations and Warranties: The Assignor represents that they are the sole owner of the copyright and that the software does not infringe upon the intellectual property rights of any third party.

4. Confidentiality: Both parties agree to keep the terms of this LOI and any proprietary information exchanged during negotiations strictly confidential.

5. Definitive Agreement: The parties intend to execute a formal Copyright Assignment Agreement by [Insert Date], which will supersede this LOI.

6. Non-Binding Nature: Except for the provisions regarding confidentiality, this LOI is a statement of intent only and does not create a legally binding obligation on either party.

If these terms are acceptable, please sign below to indicate your concurrence.

Sincerely,

[Name of Assignor]

[Title]

Agreed and Accepted:

[Name of Assignee]

[Title]

[Date]