CNCF Trademark and Account Assignment Agreement
(for use with no registered trademarks)
[NAME OF PROJECT]

This CNCF Trademark and Account Assignment Agreement ("Agreement") is effective as of [DATE] by and among the Linux Foundation, an Oregon nonprofit corporation ("Assignee"), with an address at 548 Market Street, PMB 57274, San Francisco, CA 94104-5401, and [ASSIGNOR], a [STATE] corporation ("Assignor"), with an address at [ASSIGNOR'S ADDRESS].

1) **Background**. Assignor is the owner of the [MARK] word mark and [MARK] design and logo marks (collectively, the "Trademarks"). Assignor wishes to assign the rights to such Trademarks to Assignee in connection with the establishment of the [PROJECT NAME] project.

2) **Assignment of Trademarks**. For good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee, its successors and assigns, in perpetuity all rights, title and interest as Assignor may possess, anywhere in the world, in and to the Trademarks, together with (i) the goodwill symbolized by said Trademarks, and (ii) the business or portion of the business to which the Trademarks pertain. Assignor represents and warrants that it has filed no registrations or applications (including intent-to-use applications) for the Trademarks.

3) **Assignment of Accounts**. For good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee, its successors and assigns, in perpetuity all rights, title and interest as Assignor may possess, anywhere in the world, in and to:

   a) any and all registered accounts that either (i) incorporate any Trademark or (ii) are used by, or relied upon, by the project (including, without limitation, social media and GitHub accounts, collectively the "Accounts"); and

   b) any top-level domain names and all related registrations leveraged by the [PROJECT NAME] open source project that incorporate any Trademark (collectively, the "Domain Names").

4) **Assistance.** Assignor will assist Assignee as reasonably necessary to secure, perfect, maintain or evidence the rights hereby transferred. To the best knowledge of Assignor, neither the execution or performance of this Agreement will violate the terms of any agreement between the Assignor and any third party.

Executed as the effective date set forth above.

[ASSIGNOR]

By: _____

Name: _____

Title: _____

THE LINUX FOUNDATION

By: _____

Name: _____

Title: _____