



Commonhaus Foundation

Asset Transfer Agreement

Effective Date: |

Project: | (“Project”)

Assignor(s):

- |
- |
- |

Principal Office or Primary Address of Assignor(s):

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|
|
|

Assignor Email: |

Sponsor: *Commonhaus Foundation, Inc.*

Sponsor Address:

6526 OLD BRICK ROAD, #120-175
WINDERMERE, FL 34786

Sponsor Email: legal@commonhaus.org

This Asset Transfer Agreement ("Transfer Agreement") is made by and between Commonhaus Foundation ("Sponsor") and the Assignor(s) ("Assignor") on behalf of the Project.

1 Recitals

This Agreement governs the transfer of assets from the Assignor to the Sponsor in furtherance of the purposes and goals described in the [Fiscal Sponsorship Agreement](#).

The intangible assets associated with the Project, as described below, will be transferred to the Sponsor, and the Sponsor will assume responsibility for the Project's operations. After the transfer, the Assignor will no longer have any operational responsibility for the Project, except where other agreements apply (e.g., if the Assignor is also a Signatory of the Fiscal Sponsorship Agreement or continues to provide services to those Signatories).

Operational responsibilities, including the ongoing management and quality standards for these assets, are further outlined in the [Fiscal Sponsorship Agreement](#) and [Terms and Conditions](#).

2 Definitions

All capitalized terms used in this Transfer Agreement not defined in it are as defined in the [Fiscal Sponsorship Agreement](#).

Assets: The intangible assets specified in this agreement that are needed by Project to operate under the auspices of Sponsor without any disruption, alteration, or modification of the operations, processes, or activities. The attached [schedules of assets](#) identify the assets being transferred under this agreement; however, the schedules are not binding and the parties retain the right to amend the schedules as necessary.

Contributor License Agreements: Written agreements under which the Assignor has received licenses or assignments from contributors that allow for reproduction, modification, distribution, or ownership of third-party contributions to the Software.

Copyrights: The copyrights owned by Assignor for the Software, including registrations, applications, renewals, and all related past and future infringement claims.

Domain Names: The internet domain names used by the Project.

Hosting Accounts: The accounts used by the Project for hosting of its software and related operations, such as web hosting accounts, document hosting platforms, build and testing servers, and cloud infrastructure.

Social Media and Email Accounts: The social media and email accounts used by the Project, excluding Hosting Accounts.

Software: The computer programs associated with the Project, and their documentation, over which the Assignor exercises control through hosting or acting as maintainer.

Source Code Repositories: The repository accounts (such as GitHub organizations, repositories, or bots) used by the Project to maintain its software, documentation, and related materials, and currently controlled by the Assignor as host or maintainer. For the avoidance of doubt, this does not include any code or other content maintained in the repositories.

Trademarks: The trademarks, service marks, logos, trade dress and trade names, registered or unregistered, used by the Project, including the associated goodwill and all past and future infringement claims related to them.

3 Transfer of Assets

Assignor hereby transfers to the Sponsor all rights, title, and interest in and to the Assets identified in the schedules below, including any intellectual property rights in those Assets that are owned by Assignor.

Assignor shall provide all necessary credentials and assist as needed in the transfer of the Assets to the Sponsor.

After the transfer of Assets, operational responsibilities related to those Assets will be delegated to the Project Signatories, consistent with the Fiscal Sponsorship Agreement and Terms and Conditions.

Assignor agrees to execute any additional documents, such as Exhibit A for registered Trademarks, and perform any further acts that Sponsor may reasonably request to effectuate the purposes of this Transfer Agreement and to fully establish and secure Assignee's rights in the Assets.

Assignor hereby grants Sponsor a limited power of attorney, coupled with an interest, to sign, on Assignor's behalf, any additional documents that Assignor may need in order to record the assignment of the Assets with government offices. Sponsor will only do so if Assignor does not sign the documents within a reasonable period of time after Sponsor's request.

3.1 Applicable Asset Categories

This Agreement may be used to transfer ownership of Project assets in the categories listed below. Transfer of a specific asset occurs only when the corresponding schedule is completed and incorporated into an Asset Transfer Agreement executed by the parties.

These schedules are not required to reflect a complete or current inventory of all Project assets. Ongoing asset inventory management is governed by the Terms and Conditions of Fiscal Sponsorship, which require the Project to maintain an up-to-date inventory in coordination with the Sponsor.

The specific assets being transferred under this Agreement are identified in the schedules selected below:

[Select all that apply and complete corresponding schedules]

- ☐ Source Code Repositories ([Schedule A](#))
- ☐ Domain Names ([Schedule B](#))
- ☐ Hosting Accounts ([Schedule C](#))
- ☐ Social Media and Email Accounts ([Schedule D](#))
- ☐ Trademarks ([Schedule E](#))
- ☐ Copyrights ([Schedule F](#))
- ☐ Other – Describe |

3.2 Effective Date

This Transfer Agreement is effective on the Effective Date above.

3.3 Governing Law

This Transfer Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

3.4 Controlling Agreement

In the event of any conflict between the terms of this Transfer Agreement and the Fiscal Sponsorship Agreement, the terms of this Transfer Agreement shall control.

3.5 Amendments

This Transfer Agreement may be amended only in writing signed by both parties.

3.6 Counterparts

This Transfer Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

By signing below, the parties agree to the terms and have executed this Asset Transfer Agreement as of the Effective Date.

- **Assignor:** |

By: |

Name: |

Title: |

Date: |

- **Sponsor:** *Commonhaus Foundation, Inc.*

By: |

Name: |

Title: |

Date: |

4 Schedules

4.1 SCHEDULE A: Source code repositories

This schedule identifies repository accounts (e.g., GitHub organizations, individual repositories, and/or bot accounts) that are critical to the continuity of the Project and its operations.

As part of this transfer, the Assignor shall ensure that the Sponsor is granted administrative access to the listed accounts sufficient to support the Project's ongoing operation under the Sponsor's stewardship. The Assignor is not required to remove their own administrative access or participation.

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4.2 SCHEDULE B: Domain Names

This schedule identifies domain names necessary for the Project's public identity or technical infrastructure, which are being transferred to the Sponsor.

| Domain name | Registrar |
|-------------|-----------|
|-------------|-----------|

4.3 SCHEDULE C: Hosting Accounts

This schedule identifies hosting platforms, infrastructure services, and operational accounts essential to the Project's functionality and delivery. Assignor shall ensure that the Sponsor is granted administrative access sufficient to support ongoing stewardship. Assignor is not required to remove their own access or discontinue participation.

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4.4 SCHEDULE D: Social Media and Email Accounts

This schedule identifies social media and email accounts used for public communication or identity of the Project. Assignor shall ensure the Sponsor is granted administrative access sufficient to preserve continuity and governance. Assignor may retain access or continue co-administration unless otherwise agreed.

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4.5 SCHEDULE E: Trademarks

4.5.1 Registered Trademarks

| Trademark | Country | Appln Date | Appln No | Reg Date | Reg No |
|-----------|---------|---------------|----------|----------|--------|
|-----------|---------|---------------|----------|----------|--------|

4.5.2 Unregistered Trademarks

(List; should be the same as what is in the [Trademark List](#))

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4.6 SCHEDULE F: Registered Copyrights

| Title | Country | Reg No |
|-------|---------|--------|
|-------|---------|--------|

5 Exhibits

5.1 Exhibit A

CONFIRMATORY TRADEMARK ASSIGNMENT

WHEREAS, [Assignor] a [state or country of formation and type of entity] with an office located at [address] ("Assignor"), adopted and used in its business the trademarks as shown on the attached Schedule of Trademarks ("Marks"), incorporated by reference herein; and

WHEREAS, Commonhaus Foundation, Inc., a Florida not for profit corporation with an office located at 6526 Old Brick Road, #120-175, Windermere, FL 34786 ("Assignee"), is acquiring the entire business of Assignor, including said Marks and the applications therefor or registrations thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Assignor assigns unto the said Assignee as of [effective date of assignment], all right, title and interest in and to the said Marks and any applications therefor or registrations thereof,** including the right of priority, as shown on the attached Schedule A incorporated by reference herein, together with the goodwill of the business symbolized by the Marks and with the right to recover and have damages and profits for past infringement, if any.

IN WITNESS WHEREOF, the said Assignor has caused this instrument to be executed by its duly authorized corporate officer as of the [] day of [], [] .

Assignor: []

By: []

Name: []

Title: []

Date: []

Commonhaus Foundation, Inc.

By: []

Name: []

Title: []

Date: []