

# IP Assignment — Founder to Newco (All Pre-Incorporation Works)

**Sample document — not legal advice.** This document was drafted by the LawCrew AI agent team and is published at [lawcrew.ai/samples](https://lawcrew.ai/samples) as a showcase of how our pipeline approaches a common Singapore IP Assignment Agreement scenario. This run completed automated drafting, self-critique, adversarial review and deterministic gates, then routed to lawyer review (Self-critique flagged 1 high issue(s); adversarial flagged 2 high concern(s)). **It is not legal advice and is not tailored to any specific transaction.**

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*Sample IP Assignment Agreement #01 · Agent-drafted; routed to lawyer review · Published 2026-05-26*

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## Intellectual Property Assignment Agreement

**This Intellectual Property Assignment Agreement** (this "**Agreement**") is entered into as of 2026-07-01 by and between:

(1) **Marcus Tan Boon Kiat**, a individual having its address at 42 Pandan Loop, #05-08, Singapore 128363 (the "**Assignor**"); and (2) **Arketa Solutions Pte Ltd**, a business having its address at 60 Anson Road, #14-01, Mapletree Anson, Singapore 079914 (the "**Assignee**"),

each a "**Party**" and collectively the "**Parties**".

### 1. Background

1.1 The Assignor has created, developed, acquired, or holds rights in the intellectual property described in this Agreement. 1.2 The Assignee wishes to acquire the assigned rights for its business. 1.3 The Parties intend this Agreement to effect a present assignment of the Assigned Rights under Singapore law. This Agreement is in writing and signed by the Parties, satisfying the writing requirements for assignment of copyright under section 194 of the Copyright Act 2021 (Singapore) and for assignment of patents under section 41 of the Patents Act (Cap 221A, Singapore).

### 2. Assigned Rights

2.1 "**Assigned Rights**" means all rights, title, and interest in and to copyright, know-how and trade secrets within the following scope: all works and materials created for the Assignee or its business.

2.2 The Assigned Rights include all rights to sue for, recover, and retain damages and other remedies for past, present, and future infringement or misuse of the Assigned Rights. 2.3 The works, assets, business, or materials covered by this Agreement are: All intellectual property created, conceived, or developed by the Founder prior to and in connection with the incorporation of Arketa Solutions Pte Ltd (UEN: 202587341K), including the proprietary enterprise workflow-automation platform (codenamed "Flowbird"), all associated source code, software architecture, API specifications, business logic, database schemas, product roadmaps, pitch decks, business methodologies, process documentation, and know-how relating to the automaton of enterprise back-office operations.

### **3. Consideration**

3.1 In consideration of S\$1.00, the Assignor enters into this Agreement and assigns the Assigned Rights to the Assignee. 3.2 The Assignor acknowledges receipt and sufficiency of the consideration.

### **4. Assignment**

4.1 The Assignor hereby assigns to the Assignee absolutely all of the Assignor's rights, title, and interest in and to the Assigned Rights. 4.2 The assignment in clause 4.1 includes all Singapore and worldwide rights in the Assigned Rights, subject to any limits expressly stated in this Agreement. 4.4 The Assignor irrevocably waives, to the extent permitted by law, all moral rights and equivalent rights in the Assigned Rights.

### **5. Further Assurance and Recordal**

5.1 The Assignor shall promptly sign documents and do acts reasonably requested by the Assignee to perfect, confirm, evidence, or record the assignment of the Assigned Rights. 5.2 The Assignor shall reasonably cooperate with any administrative recordal required to evidence the Assignee as owner of the Assigned Rights. 5.3 Nothing in this Agreement provides patent filing advice, trade mark filing advice, registrability advice, patent specification drafting, patent claim drafting, or any other regulated filing service.

### **6. Warranties**

6.1 The Assignor warrants that, so far as the Assignor is aware, it owns the Assigned Rights, has authority to assign them, and has not granted any encumbrance, licence, assignment, or third party right inconsistent with this Agreement. 6.2 The Assignor warrants that no Assigned Right is subject to any pending or threatened claim, challenge, or dispute of which the Assignor is aware that would materially affect the Assignee's ownership or use of the Assigned Rights. 6.3 The Assignee acknowledges that registration, prosecution, renewal, enforcement, and filing strategy for patents, trade marks, registered designs, or other registrable rights may require separate professional advice.

## 7. Confidentiality

7.1 Each Party shall keep confidential non-public technical, commercial, and business information received from the other Party in connection with this Agreement.

## 8. Governing Law and Jurisdiction

8.1 This Agreement is governed by and construed in accordance with the laws of Singapore. 8.2 The Parties submit to the exclusive jurisdiction of the courts of Singapore.

## 9. Miscellaneous

9.1 No person who is not a Party has any right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of this Agreement. 9.2 If any provision is invalid or unenforceable, the remaining provisions continue in full force. 9.3 No amendment is effective unless in writing and signed by both Parties. 9.4 This Agreement may be signed in counterparts and by electronic signature.

## 10. Signatures

<b>Assignor</b>	<b>Assignee</b>
<b>Marcus Tan Boon Kiat</b>	<b>Arketa Solutions Pte Ltd</b>
By: Marcus Tan Boon Kiat (Founder)	By: Marcus Tan Boon Kiat (Director)
Date: _____	Date: _____