

# IP Assignment — Employee Invention to Employer (Patents + Know-How, Mixed Consideration)

**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 2 high issue(s); adversarial flagged 3 high concern(s)). **It is not legal advice and is not tailored to any specific transaction.**

LawCrew is a legal-technology service, not a law firm. For your own matter, run an intake through the product and engage an independent Singapore-qualified lawyer to review before signing.

*Sample IP Assignment Agreement #03 · Agent-drafted; routed to lawyer review · Published 2026-05-26*

---

## Intellectual Property Assignment Agreement

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

(1) **Dr Surya Krishnamurthy**, a individual having its address at 23 Rochester Drive, #10-18, Singapore 138679 (the "**Assignor**"); and (2) **NovaMed Diagnostics Pte Ltd**, a business having its address at 11 Biopolis Way, #05-01, Helios, Singapore 138667 (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 patents and patent applications, know-how and trade secrets within the following scope: the specific works and materials described in

clause 2.3. 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 inventions, discoveries, methods, and know-how conceived or reduced to practice by the Assignor during and arising from employment at NovaMed Diagnostics Pte Ltd (UEN: 202304817G), including: (a) the rapid lateral-flow assay platform for detection of tropical infectious diseases (internal reference: Project LUMINA, laboratory notebook pages LN-2025-001 to LN-2025-187); (b) the associated proprietary antigen-conjugation process and signal-amplification chemistry; and (c) all patent applications, patents, and continuations arising from the foregoing, including Singapore patent application SG10250112345W and any corresponding PCT and foreign-national-phase applications.

### **3. Consideration**

3.1 In consideration of the issue or transfer of shares described as: The issue of 25,000 ordinary shares in NovaMed Diagnostics Pte Ltd at S\$0.01 per share (total nominal value S\$250.00), representing approximately 0.5% of the Assignee's fully-diluted issued share capital, together with the Assignor's continued employment as Principal Research Scientist at his current salary and benefits., 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. 4.3 The Assignor shall assign to the Assignee all future works and future intellectual property created for the business or works described in this Agreement immediately on creation, and shall sign any confirmatory assignment reasonably requested by the Assignee.

4.4 No moral-rights waiver is included in this Agreement.

### **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 recordal of this assignment for patents and patent applications, including signing recordal forms prepared by the Assignee or its appointed filing professional. 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>Dr Surya Krishnamurthy</b>	<b>NovaMed Diagnostics Pte Ltd</b>
By: Dr Surya Krishnamurthy (Principal Research Scientist)	By: Tan Hwee Leng (Chief Executive Officer)
Date: _____	Date: _____