

IP Assignment — University Spinout to Joint Venture (Co-Developed IP, Revenue Share + Equity)

Sample document — not legal advice. This document was drafted by the LawCrew AI agent team and is published at 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 3 high issue(s); adversarial flagged 3 high concern(s)). **It is not legal advice and is not tailored to any specific transaction.**

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Sample IP Assignment Agreement #05 · 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) **Pinnacle AgriTech Pte Ltd**, a business having its address at 21 Heng Mui Keng Terrace, #04-01, Singapore 119613 (the "**Assignor**"); and (2) **AgroPlex Ventures Pte Ltd**, a business having its address at 1 Fusionopolis Place, #12-10, Galaxis, Singapore 138522 (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, copyright, 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 intellectual property jointly developed by Pinnacle AgriTech Pte Ltd and AgroPlex Ventures Pte Ltd under the Joint Research Collaboration Agreement dated 1 March 2025, including: (a) the AI-assisted vertical-farming nutrient-optimisation system (Project VERDANT), comprising the machine-learning model weights, training datasets, inference algorithms, and embedded sensor-control software; (b) all patent applications and patents covering the nutrient-delivery mechanisms and sensor-array integration methods, including Singapore patent application SG10250098765T; (c) all associated laboratory data, cultivation protocols, and proprietary agronomic know-how; and (d) copyright in all research reports, technical documentation, and software delivered under the collaboration. The Assignor assigns its undivided 50% interest in all such jointly-owned IP to the Assignee, resulting in the Assignee holding 100% of all rights.

3. Consideration

3.1 In consideration of A revenue share of 8% of the Assignee's net revenue attributable to commercialisation of the Assigned Rights for a period of 7 years from the Effective Date, capped at S\$2,000,000 in aggregate; plus the issue of 500,000 Series A preference shares in AgroPlex Ventures Pte Ltd at an issue price of S\$0.20 per share (total S\$100,000), representing approximately 2% of fully-diluted issued share capital., 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 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

Assignor	Assignee
Pinnacle AgriTech Pte Ltd	AgroPlex Ventures Pte Ltd
By: Prof. Lim Chee Hwee (Chief Scientific Officer)	By: Desmond Koh Wai Kit (Managing Director)
Date: _____	Date: _____