

IP Assignment — Future Works Under Ongoing Designer Retainer (SaaS Platform)

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 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 #06 · 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) **Halcyon Studio Co Ltd**, a business having its address at 10 Anson Road, #29-15, International Plaza, Singapore 079903 (the "**Assignor**"); and (2) **Stackly Technologies Pte Ltd**, a business having its address at 79 Ayer Rajah Crescent, #01-08, Singapore 139955 (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, registered designs and design applications, domain names 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 works created by the Assignor (including its employees, sub-contractors, and freelancers) for the Assignee under the ongoing design retainer arrangement commencing 1 July 2026, including: (a) all UI/UX designs, wireframes, prototypes, design tokens, component libraries, and design system documentation for the Stackly SaaS platform; (b) all brand assets including logos, iconography, colour palettes, typography selections, and brand guidelines; (c) all illustrations, motion graphics, and marketing creative; (d) all registered and unregistered design rights in the product interface and packaging; (e) all domain names registered by the Assignor on behalf of the Assignee; and (f) all future works of the same character created under the retainer after the Effective Date. The Assignor acknowledges that all works created for the Assignee may include personal data of end users and are subject to the Personal Data Protection Act 2012 (Singapore).

3. Consideration

3.1 In consideration of SGD 8000.00 payable by the Assignee, 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 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 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 |
|---|---|
| Halcyon Studio Co Ltd | Stackly Technologies Pte Ltd |
| By: Cassandra Wirawan (Creative Director) | By: Bryan Lau Zhi Hao (Chief Product Officer) |
| Date: _____ | Date: _____ |