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Introduction and Parties Involved

Introduction

This Title Transfer Agreement (the "Agreement") establishes the terms and conditions for the transfer of title of a certain asset. This agreement is made and effective as of August 9, 2025.

Parties Involved

Transferor

DocuPal Demo, LLC, a company organized under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("DocuPal"), hereby agrees to transfer all right, title, and interest in the specified asset.

Transferee

Acme Inc, also known as ACME-1, a business entity organized under the laws of the United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Acme"), hereby agrees to receive the transfer of title to the specified asset.

Definitions

For the purposes of this Title Transfer Agreement, the following terms shall have the meanings ascribed to them below:

Title

Title means full and complete legal ownership of the Asset, including all rights, benefits, and privileges associated with such ownership, free and clear of any liens, encumbrances, or other adverse claims.



Asset

Asset refers to the 2023 Model XYZ Software License, Serial Number: XYZ-2023-ABC, which is the subject of this title transfer.

Effective Date

Effective Date means the date on which the transfer of Title from Docupal Demo, LLC to ACME-1 becomes legally binding, as specified in Section [Reference the relevant section in the agreement].

Consideration

Consideration refers to the agreed-upon value exchanged for the transfer of Title, as detailed in Section [Reference the relevant section in the agreement], representing the payment from ACME-1 to Docupal Demo, LLC for the Asset.

Description of the Asset or Property

This Title Transfer Agreement pertains to the transfer of ownership of a certain software license from DocuPal Demo, LLC to Acme, Inc. The asset subject to this transfer is specifically a 2023 Model XYZ Software License.

Identification of the Software License

The software license being transferred is further identified by the following unique serial number: XYZ-2023-ABC. This serial number serves as the primary identifier for the license and will be used to track the transfer of ownership.

Scope of the Transferred License

This transfer includes all rights, privileges, and benefits associated with the 2023 Model XYZ Software License as originally granted to DocuPal Demo, LLC. Acme, Inc. will assume all responsibilities and obligations related to the license from the effective date of this agreement.



Transfer Terms and Conditions

DocuPal Demo, LLC agrees to transfer to ACME-1 all right, title, and interest in and to the 2023 Model XYZ Software License, Serial Number: XYZ-2023-ABC (the "Asset").

Completion of Transfer

To complete the transfer of the Asset, the following steps are required:

1. Both DocuPal Demo, LLC and ACME-1 must execute this Title Transfer Agreement.
2. ACME-1 must remit full payment of the consideration as outlined in this Agreement.
3. DocuPal Demo, LLC must deliver the Asset to ACME-1.

Conditions Precedent

This transfer is not subject to any further conditions or required approvals. The transfer will proceed directly upon completion of the steps outlined in "Completion of Transfer".

Effective Date

The transfer of title to the Asset from DocuPal Demo, LLC to ACME-1 will become effective immediately upon ACME-1's full payment of the agreed-upon consideration to DocuPal Demo, LLC.

Consideration and Payment

Consideration

Docupal Demo, LLC will transfer the title of the 2023 Model XYZ Software License, Serial Number: XYZ-2023-ABC, to ACME-1. ACME-1 will provide Docupal Demo, LLC with a total consideration of \$10,000 USD for the transfer.



Payment Terms

ACME-1 will remit the full payment of \$10,000 USD to Docupal Demo, LLC within thirty (30) days of the execution date of this Title Transfer Agreement. Payments must be made in United States Dollars (USD). The payment shall be made via wire transfer to the account designated by Docupal Demo, LLC, details of which are as follows:

- **Bank Name:** [Bank Name]
- **Account Name:** Docupal Demo, LLC
- **Account Number:** [Account Number]
- **SWIFT Code:** [SWIFT Code]

ACME-1 is responsible for any associated bank transfer fees. If ACME-1 fails to make payment within the specified timeframe, Docupal Demo, LLC reserves the right to revoke the title transfer.

Representations and Warranties

Ownership and Authority

DocuPal Demo, LLC ("Seller") represents and warrants that it has full right, power, and authority to enter into this Title Transfer Agreement and to transfer the title of the 2023 Model XYZ Software License, Serial Number: XYZ-2023-ABC (the "Asset") to Acme, Inc ("Buyer"). Seller warrants that the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action.

Title and Encumbrances

Seller warrants that it is the sole and absolute owner of the Asset and has good and marketable title to the Asset, free and clear of any and all liens, encumbrances, security interests, claims, demands, or other restrictions whatsoever. Seller warrants that there are no outstanding agreements, options, or rights of first refusal that could prevent or hinder the transfer of the Asset to Buyer. Seller further warrants that it has not granted any license or other right to use the Asset to any third party that would survive the transfer of title to Buyer. To the best of Seller's knowledge, the Asset does not infringe upon any intellectual property rights of any third party.



Indemnities and Liabilities

Indemnification by DocuPal Demo, LLC

DocuPal Demo, LLC shall indemnify, defend, and hold harmless Acme Inc, its officers, directors, employees, and agents from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees) arising out of or relating to DocuPal Demo, LLC's ownership, use, or operation of the 2023 Model XYZ Software License (Serial Number: XYZ-2023-ABC) prior to the effective date of this Title Transfer Agreement. This indemnification includes, but is not limited to, claims related to intellectual property infringement, product liability, or breach of contract.

Indemnification by Acme Inc

Acme Inc shall indemnify, defend, and hold harmless DocuPal Demo, LLC, its officers, directors, employees, and agents from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees) arising out of or relating to Acme Inc's ownership, use, or operation of the 2023 Model XYZ Software License (Serial Number: XYZ-2023-ABC) on or after the effective date of this Title Transfer Agreement. This indemnification includes, but is not limited to, claims related to intellectual property infringement, product liability, or breach of contract.

Limitation of Liability

Neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Title Transfer Agreement, regardless of the cause of action, whether in contract, tort, or otherwise, even if such party has been advised of the possibility of such damages.

Governing Law and Jurisdiction

This Title Transfer Agreement is governed by the laws of the State of Delaware, United States. This applies without regard to its conflict of laws principles.



Dispute Resolution

Any dispute arising from or relating to this Agreement will be resolved in the state and federal courts located in Wilmington, Delaware. Both Docupal Demo, LLC and ACME-1 consent to the exclusive jurisdiction and venue of these courts for all such disputes.

Dispute Resolution

The parties will try to resolve any dispute related to this agreement through good-faith negotiation. This begins with one party sending a written notice to the other, detailing the nature of the dispute.

Mediation

If negotiation fails to resolve the dispute within thirty (30) days, the parties agree to attempt resolution through mediation. The mediation will occur in Anytown, California, unless both parties agree to a different location. A mutually agreed-upon mediator will conduct the mediation. The parties will share the costs of the mediator equally.

Litigation

If mediation does not resolve the dispute within sixty (60) days of the initial mediation session, either party may pursue legal action in the courts of California. The prevailing party in any litigation will be entitled to recover its reasonable attorney's fees and costs.

Execution and Signatures

This Title Transfer Agreement shall become effective as of the date of the last signature below. Each party acknowledges that they have read, understood, and agreed to the terms and conditions outlined in this agreement.

Signatures

Docupal Demo, LLC



By: _____

Name:

Title:

Date: _____

Acme, Inc

By: _____

Name:

Title:

Date: _____

Notarization

This agreement requires notarization to be fully executed.

Miscellaneous Provisions

Amendments

This Agreement may be amended only by a written instrument signed by both Docupal Demo, LLC and ACME-1. Any modification must be in writing to be effective.

Notices

All notices relating to this Agreement must be delivered by certified mail to the respective addresses listed in this Agreement. The address for Docupal Demo, LLC is 23 Main St, Anytown, CA 90210. The address for ACME-1 is 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.



Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect. The parties will negotiate in good faith to replace the invalid or unenforceable provision with a valid provision that achieves the original intent.

Entire Agreement

This Agreement constitutes the entire agreement between Docupal Demo, LLC and ACME-1 relating to the transfer of the 2023 Model XYZ Software License (Serial Number: XYZ-2023-ABC). It supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the parties with respect to the subject matter of this Agreement.

