

# REMOVAL OF GOODWILL LETTER

To: \_\_\_\_\_

Subject: \_\_\_\_\_

## 1. Introduction

This letter is issued by the undersigned, hereinafter referred to as "Company," to the recipient, hereinafter referred to as "Recipient," for the purpose of documenting the removal of goodwill attached to certain business assets as described herein. The Company acknowledges receipt of all due consideration related to this removal.

## 2. Definition of Goodwill

For purposes of this letter, 'Goodwill' means the established reputation of the Company, including its customer relationships, trademarks, trade secrets, and other intangible assets associated with the business operations.

## 3. Removal of Goodwill

The Company hereby irrevocably removes, transfers, and assigns all rights, titles, and interests in and to the Goodwill associated with the identified assets, property, or business operations to Recipient.

## 4. Representations and Warranties

The Company represents and warrants that it is the sole and exclusive owner of the Goodwill being removed, that such Goodwill is free and clear of any liens, claims, or encumbrances, and that it has full authority to execute this Removal of Goodwill Letter.

## 5. Consideration

The Recipient acknowledges that the removal of Goodwill is subject to agreed terms and conditions, and that full and adequate consideration has been received by the Company, the sufficiency of which is hereby acknowledged.

## 6. No Further Claims

Upon execution of this letter, the Company waives any and all future claims, demands, or causes of action related to the Goodwill removed hereunder.

## 7. Governing Law

This Removal of Goodwill Letter shall be governed by, construed, and enforced in accordance with the laws of the United States of America and the specific state jurisdiction agreed between the parties.

## 8. Entire Agreement

This letter constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior agreements, understandings, or representations, whether oral or written.

## 9. Severability

If any provision of this letter is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

## 10. Counterparts

This letter may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**11. Notices**

Any notices or communications required or permitted to be given by this letter must be (a) given in writing and (b) delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or electronic means capable of confirming transmission and receipt.

**12. Authority**

Each party represents and warrants that it has full authority to enter into this letter and that the signatories are duly authorized to execute this letter.

**13. No Waiver**

No failure or delay by either party in exercising any right or remedy under this letter shall operate as a waiver thereof.

**14. Binding Effect**

This letter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**15. Further Assurances**

Each party agrees to execute and deliver such further documents and take such further actions as may be reasonably necessary to effectuate the purposes of this letter.

**COMPANY AUTHORIZED SIGNATURE**

**RECIPIENT AUTHORIZED SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Original source of this document:

<https://letter247-us.com/removal-goodwill-letter/>

Did you find this template helpful?

Find more updated templates at:

<https://letter247-us.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.  
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.  
It is recommended to consult a legal professional for each specific case.