



Assignment of Refunds, Rebates, Credits, and Other Amounts

(Reference CD-0036)

Date Executed: _____

Subcontract Number: _____

Prime Contractor: PanTeXas Deterrence, LLC (PXD)

Subcontractor/Seller Name & Address: _____

If applicable – Assignee Name & Address: _____

SECTION 1 – SELLER’S ASSIGNMENT

Pursuant to the terms of the subcontract identified above, and in consideration of reimbursement of costs and payment of fee as provided in said subcontract, the undersigned Seller hereby:

1. Assigns, transfers, sets over, and releases to PXD all right, title, and interest to any and all refunds, rebates, credits, and other amounts (including any interest thereon) arising out of performance of the subcontract, together with all rights of action accrued or which may hereafter accrue thereunder.
2. Agrees to take all necessary action to effect prompt collection of such amounts and to remit them to PXD via certified check made payable to “PanTeXas Deterrence, LLC” within _____ of receipt. The reasonable, allowable costs of such collection (when approved by PXD) may be offset from any proceeds remitted.
3. Agrees to cooperate fully with PXD and the U.S. Government in any claim or suit connected to such amounts; to execute any protest, pleading, application, power of attorney, or other papers in connection therewith; and permit PXD and/or the Government to represent the Seller in any related proceeding.

Seller Authorized Signature:	
Printed Name:	
Title:	
Date:	



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SECTION 2 – ASSIGNEE’S ASSIGNMENT (COMPLETE ONLY IF RIGHTS HAVE BEEN ASSIGNED TO A THIRD PARTY)

Pursuant to the subcontract identified above, and any assignment of claims executed thereunder, the undersigned Assignee hereby:

1. Assigns, transfers, sets over, and releases to PXD all right, title, and interest to any and all refunds, rebates, credits, and other amounts (including any interest thereon) arising out of performance of the subcontract, together with all rights of action accrued or which may hereafter accrue thereunder.
2. Certifies that the rights assigned herein do not conflict with any other agreements to which the Assignee is a party.
3. Agrees to cooperate fully with PXD and the U.S. Government regarding such amounts; to execute any protest, pleading, application, power of attorney, or other papers in connection therewith; and permit PXD and/or the Government to represent the Seller in any related proceeding.

Legal Status of Assignee (check one):

- Corporation – State of Incorporation: _____
- Partnership – Partners: _____
- Individual – Trading as: _____

Assignee Authorized Signature:	
Printed Name:	
Title:	
Date:	