ASSIGNMENT OF PERSONAL PROPERTY / TRANSFER INSTRUMENT

Brand: AnchorPointTrusts

Product Tier: $2,500 document-preparation package

Classification: DRAFT — Layer 2, for Layer 3 attorney-council review

Companion to: base-instrument-revocable.md / base-instrument-irrevocable.md (the "Trust Agreement"); schedule-a-funding.md (Schedule A / Schedule B); certificate-of-trust.md (third-party proof of trustee authority)

Governing anchor: State-neutral default — governing law follows the Trust Agreement (Section 11.1); the situs-state addendum module supplies execution formalities

Purpose in kit: The signed document that moves non-titled personal property into the Trust. Schedule A lists what is in the Trust; this instrument moves title.

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Operator language only. This instrument describes a transfer of property. It does not state tax
outcomes, tax status, or tax objectives.
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PURPOSE AND WHEN TO USE (plain language)

This instrument transfers personal property that has no paper title into the Trust:

- household goods, furniture, and clothing;
- jewelry, art, collectibles, tools, and equipment;
- unregistered securities, notes receivable, and promissory notes owed to you;
- membership or partnership interests in an LLC or partnership after you check the operating agreement;
- any other personal property that does not require a deed, a state title, or an institution's own form to move.

It does NOT transfer:

Asset class	Correct transfer path	Why not this form
Real property (home, land)	Deed, notarized, recorded (Schedule B sub-rule 4)	Title law requires a deed
Vehicles, boats, trailers, titled personal property	State titling agency (DMV/title office)	Paper title controlled by state agency
Bank, brokerage, and retirement accounts	Institution re-registration form (retitle) or beneficiary designation	Institution's own records control
Life insurance	Beneficiary designation	Carrier's own form controls

The Funding Guide (funding-guide.md) is the plain-language walkthrough of when to use this instrument and when to retitle instead.

PREAMBLE

This Assignment of Personal Property (this "Assignment") is made and entered into on ____________________ by ____________________ (the "Assignor") and ____________________ (the "Trustee"), as trustee of the "____________________" (the "Trust"), a trust created under the Trust Agreement titled "[Trust Name], dated [Date], and any amendments thereto, [Trustee Name], Trustee," executed on ____________________.

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Trust reference rule: The Trust is identified by its full canonical title as it appears in Section
14-H.2 of the Trust Agreement (the same form quoted with trustee naming in the Certification of
Trust; Schedule B's titling instructions cover trustee naming separately). The Trust name, date, and
trustee are [FILL IN from the executed Trust Agreement; engine validates against the Trust Agreement
and Schedule B].
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RECITALS

WHEREAS, the Assignor is the Settlor of the Trust and desires to fund the Trust by assigning the personal property described in the schedules attached to this instrument;

WHEREAS, the Trustee has agreed to accept the property described in the schedules and to hold it under the terms of the Trust Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor assigns and the Trustee accepts the property as follows.

Section 1 — General Assignment

The Assignor hereby assigns, transfers, conveys, and delivers to the Trustee, for the benefit of the Trust, all of the Assignor's right, title, and interest in the personal property described on the schedules attached to this instrument (the "Assigned Property"), to be held and administered by the Trustee in accordance with the terms of the Trust Agreement.

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After-acquired property. The schedules describe property the Assignor owns on the date of this
instrument. Whether this instrument can effectively transfer property the Assignor acquires after the
date of execution depends on state law. [CITATION-NEEDED: confirm whether an assignment in the situs
state can effectively transfer after-acquired personal property to a trust, or whether after-acquired
property requires a new assignment at acquisition — counsel to confirm per served state before
assembly.]
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Section 2 — Specific Schedules

The Assigned Property is described on the schedules attached to and forming part of this instrument:

Schedule 1 — Tangible Personal Property.

#	Description	Location	Approximate Value
1	___________________	___________________	___________________
2	___________________	___________________	___________________

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Schedule 2 — LLC, Partnership, and Unregistered Business Interests. For each interest listed below,
the Assignor certifies that the entity's operating agreement or partnership agreement has been
reviewed for transfer restrictions, consent requirements, and assignment procedures.
[ATTORNEY-CONFIRM: strategy verify — confirm each entity's operating/partnership agreement permits
assignment of the interest to a trust before this schedule is completed; some agreements require
member consent or a buy-out first.]
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#	Entity Name	Interest Type	Percentage/Units	Assignment Restriction Check Completed (Y/N)
1	____________________	____________________	____________________	____________________

Schedule 3 — Notes Receivable and Unregistered Instruments.

#	Description of Note/Instrument	Maker/Payer	Principal Balance	Payment Status
1	____________________	____________________	____________________	____________________

Schedule 4 — Other Personal Property. Any personal property not described above that does not require a separate instrument, state titling action, or institution form to transfer.

Section 3 — Exclusions

The following assets are excluded from this instrument and are transferred, if at all, by the separate instruments and actions described in Schedule B and the Funding Guide:

(a) real property, transferred by deed recorded in the county where the property is located;

(b) vehicles, vessels, and other property carrying a state-issued paper title, transferred through the state titling agency;

(c) bank, brokerage, cash-management, and retirement accounts, transferred by the institution's own re-registration or beneficiary-designation forms;

(d) life insurance and annuity contracts, transferred by beneficiary designation;

(e) any asset the Assignor chooses to keep outside the Trust, listed here: ______________________.

No assignment in this instrument purports to transfer any excluded asset. An attempted assignment does not override a paper title, an institution's registration records, or a statutory transfer form.

Section 4 — S-Corporation and Regulated Interests

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S-corporation shares and interests in regulated entities are not assignable by this instrument
without prior confirmation that the trust qualifies as a permitted shareholder. [ATTORNEY-CONFIRM:
S-corporation stock held by a trust risks involuntary S-election termination — verify trust
qualification as a permitted shareholder (QSST/ESBT) before any S-corp share is scheduled here.
Mirrors Schedule B sub-rule 2.]
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Section 5 — Trustee Acceptance

The Trustee accepts the Assigned Property and agrees to hold it under the terms of the Trust Agreement. The Trustee acknowledges receipt of this instrument and the schedules attached to it.

Section 6 — Schedule A Update (Funding Hook)

Every asset transferred by this instrument must appear on Schedule A as a completed row — asset description, asset type, title as of transfer date, new trust title in the canonical form ("[Trust Name], dated [Date], and any amendments thereto, [Trustee Name], Trustee"), transfer date, transfer document ("Assignment of Personal Property"), executed = Y — at the time of transfer, per Section 14-H.1 of the Trust Agreement and the Schedule A assembly rule. An asset moved by this instrument but missing from

Schedule A leaves the package unfunded on paper. The engine validates Schedule A completeness at assembly.

Section 7 — Effect and Further Assurances

This instrument is binding on the Assignor and the Assignor's heirs, devisees, personal representatives, and assigns. The Assignor shall execute any further documents reasonably necessary to complete the transfer of the Assigned Property to the Trustee. If the Trust does not exist or has been revoked at the time of delivery, this Assignment is void and the Assigned Property remains the property of the Assignor. This instrument does not amend the Trust Agreement.

PER-STATE FORMALITY NOTES (counsel worklist)

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Verified-cite pattern (mirrors certificate-of-trust.md). Every formality question below is a
question, not a claim. When counsel confirms a statute against the official legislative source,
replace the [CITATION-NEEDED] flag with the citation and a VERIFIED stamp in the pattern used by the
certificate-of-trust per-state block: [CITATION VERIFIED YYYY-MM-DD against official source: <url> —
one-line summary]. Do not write a citation without the stamp; a bare cite is treated as unverified.
The situs-state addendum module governs anything this table flags.
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Situs class	Formality question	Citation status
All served states (default)	Does a signed written assignment suffice to transfer non-titled personal property to a trustee, or does the state require a specific statutory transfer form for any asset class?	[CITATION-NEEDED: confirm per state whether a general written assignment is sufficient for non-titled personal property, or whether any served state prescribes a statutory transfer form]
All served states (default)	Is notarization required for an assignment's enforceability, or recommended for third-party acceptance?	[CITATION-NEEDED: confirm per state whether notarization of a personal-property assignment is required by law or standard practice]
All served states (default)	Are witnesses required for an assignment of personal property?	[CITATION-NEEDED: confirm whether any served state requires witnesses for an assignment; kit default is no witness lines unless a state requires them]
All served states (default)	Is any formality required of the trustee's acceptance (notarized acceptance, witness, statutory wording)?	[CITATION-NEEDED: confirm per state whether the accepting trustee's signature carries any notarization/witness requirement; kit default is an unnotarized acceptance, with the joint acknowledgment block covering both signatories]
Community-property states (true CP: AZ, CA, ID, LA, NV, NM, TX, WA, WI; CP-trust opt-in: AK, TN, SD, KY, OR)	Is spousal consent or joinder required to assign community personal property into a separate trust, and does the form of consent vary?	[CITATION-NEEDED: confirm per CP state whether spousal acknowledgment/consent is required for assignment of community personal property into a trust, and whether separate or joint signature is required]

Non-UTC states among served states	Does the state's non-UTC trust or property code change the assignment mechanics?	[CITATION-NEEDED: confirm non-UTC states' transfer mechanics against the Track C 51-state matrix before assembly]
All served states	Does assignment of a secured note or instrument have UCC filing or notice consequences?	[CITATION-NEEDED: confirm whether assignment of promissory notes or secured instruments triggers UCC filing or notice requirements in any served state]
All served states	Are there state-specific recording or registration steps for any personal-property class (e.g., state-level registries for manufactured homes held off DMV title)?	[CITATION-NEEDED: confirm per state any registry or recording step for unusual personal-property classes]
Louisiana	Not a served state. No LA form is produced, ever.	—

Assembly rule: the notes above are counsel infrastructure; strip the whole table before client assembly and let the situs addendum module carry anything client-facing.

EXECUTION

IN WITNESS WHEREOF, the Assignor has executed this Assignment of Personal Property as of the date first written above.

Date: ______________________

If you are both the Settlor and the Trustee (the usual revocable-trust case), you will sign both the Assignor block and the Trustee Acceptance block — that is correct. When the notary asks, state each capacity: "as Assignor" on the first, "as Trustee" on the second.

ASSIGNOR (Settlor):

____

Assignor Name

> [SELECT: spousal joinder — include only if the situs is a community-property state and the asset is community property:]

____

Spouse Name (joinder/consent)

TRUSTEE ACCEPTANCE:

The undersigned Trustee accepts the Assigned Property on behalf of the Trust.

____

Trustee Name, Trustee

NOTARIAL ACKNOWLEDGMENT

State of ____________________

County of ____________________

On this ____________________ day of ____________________, 20____________________, before me, the undersigned authority, personally appeared ____________________ (the "Assignor") and ____________________ (the "Trustee," accepting on behalf of the Trust), each proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and each acknowledged that he/she executed the same in the capacity stated.

WITNESS my hand and official seal.

____

Notary Public

My Commission Expires: ____________________

WHAT YOU MUST DO

1. Check the entity's operating agreement first for any LLC or partnership interest before it goes on Schedule 2. [REQUIRED]
2. Complete every schedule (1–4) that applies, and cross out the ones you do not use. [REQUIRED]
3. Sign the assignment in front of a notary. [RECOMMENDED — some institutions and title offices will not accept an unnotarized assignment.]
4. Have your spouse sign the joinder line if the situs state requires it for community property. [REQUIRED if applicable]
5. Deliver the signed assignment to the Trustee so the acceptance block is signed. [REQUIRED]
6. Update Schedule A the same day — one completed row per asset transferred, with "Assignment of Personal Property" as the transfer document. [REQUIRED]
7. Do NOT use this form for your home or land — a deed does that. [REQUIRED]
8. Do NOT use this form for vehicles, boats, or trailers — the state titling agency does that. [REQUIRED]
9. Do NOT use this form for bank, brokerage, or retirement accounts, or life insurance — the institution's own form does that. [REQUIRED]
10. Your state may add extra steps. Your state's addendum module lists any state-specific requirements beyond the steps above. [REQUIRED]

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CRITICAL — FUNDING WARNING: A trust only avoids probate for assets titled in the Trust's name at your
death. An assignment you sign but never deliver — or an asset you never list on Schedule A — leaves
that asset outside the trust. Complete every step above BEFORE relying on the trust.
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After you sign: store the signed assignment, the completed schedules, and the updated Schedule A with the Trust Agreement, the recorded deed (if any), and the Certification of Trust together.

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Why (for your records): The citations in the per-state notes above explain the legal authority for
each formality once counsel confirms them. The "WHAT YOU MUST DO" section above is the only part you
need to follow day-to-day.

This is a DRAFT document prepared by AnchorPointTrusts for attorney-council review. It does not
constitute legal advice. All statute citations should be verified by counsel before use in
client-facing documents. Louisiana is not served as a situs state.
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