

# Project Contribution Agreement

## AMReX

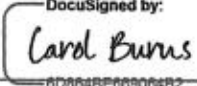
This Contribution Agreement ("Agreement") is effective as of date of the last signature herein ("Effective Date") by and between LF Charities, Inc., a Delaware nonprofit corporation and Section 509(a)(3) supporting organization that is tax exempt under Section 501(c)(3) of the Internal Revenue Code of the United States ("LF Charities" or, alternatively, "Assignee"), having its place of business at 548 Market St., PMB 57274, San Francisco, California 94104-5401 USA, and The Regents of the University of California, as the contract-operator for the U.S. Department of Energy of the Lawrence Berkeley National Laboratory, a California corporation ("Assignor" and "Berkeley Lab" or "LBNL"), having its place of business at One Cyclotron Road, Berkeley, CA 94720.

- 1) **Background.** Assignor is the owner of the AMReX word mark and AMReX design and logo marks, including any applications and registrations therefor set forth in Schedule 1 to the Assignment attached hereto as Exhibit A (collectively, the "Trademarks"). Assignor wishes to assign the rights to such Trademarks to Assignee in connection with the establishment of the AMReX project within LF Charities.
- 2) **Assignment of Trademarks.** For good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee, its successors and assigns, in perpetuity all rights, title and interest as Assignor may possess, anywhere in the world, in and to the Trademarks, together with (i) the goodwill symbolized by said Trademarks, (ii) the business or portion of the business to which the Trademarks pertain, (iii) all registrations and applications (including intent-to-use applications) for the Trademarks pursuant to the Assignment attached hereto as Exhibit A.
- 3) **Assignment of Accounts.** For good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee, its successors and assigns, in perpetuity all rights, title and interest as Assignor may possess, anywhere in the world, in and to:
  - a) any and all registered accounts that either (i) incorporate any Trademark or (ii) are used by, or relied upon, by the project (including, without limitation, AMReX GitHub Organization (<https://amrex-codes.github.io/>), collectively the "Accounts"); and
  - b) any top-level domain names and all related registrations leveraged by the AMReX open source project that incorporate any Trademark (collectively, the "Domain Names").
- 4) **Assistance.** Assignor will assist each of Assignee as reasonably necessary to secure, perfect, maintain or evidence the rights hereby transferred. To the best knowledge of Assignor, neither the execution or performance of this Agreement will violate the terms of any agreement between the Assignor and any third party.
- 5) **Use by the Government or Assignor.** Nothing in this Agreement shall limit in any way, and

Assignee expressly confirms and acknowledges, the right of the Government and Assignor to refer to: (1) the AMReX project, (2) the project software in a nominal, descriptive, or other fair use manner or as permitted by the Assignee's trademark usage guidelines, including, without limitation, the right to use the Trademark to refer to the project software, and (3) to the project name in print or communication media.

Executed as the effective date set forth above.


THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
THROUGH LAWRENCE BERKELEY NATIONAL LABORATORY

By:  6/27/2024  
8D8848E00906482...

Name: Carol Burns, Ph.D.

Title: Deputy Laboratory Director, LBNL

LF CHARITIES, INC.

By:  6/28/2024  
7CAF4A13C9B4G3...

Name: Stephanie wigle

Title: CFO

## Exhibit A


### Trademark Assignment

WHEREAS, The Regents of the University of California ("Assignor"), as the contract-operator for the U.S. Department of Energy of the Lawrence Berkeley National Laboratory, having its place of business at One Cyclotron Road, Berkeley, CA 94720 is the owner of AMReX word mark and AMReX design and logo trademarks, including the applications and registrations therefor set forth in Schedule 1 attached hereto ("Trademarks");

WHEREAS, LF Charities, Inc., a Delaware nonprofit corporation and Section 509(a)(3) supporting organization that is tax exempt under Section 501(c)(3) of the Internal Revenue Code of the United States ("LF Charities"), having its place of business at 548 Market St., PMB 57274, San Francisco, California 94104-5401 USA, desires to acquire all right, title and interest in and to the Trademarks, together with the associated goodwill;

NOW, THEREFORE, pursuant to the Project Contribution Agreement entered into between the parties on the date of the last signature herein and for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks worldwide, together with (i) the goodwill symbolized by said Trademarks, (ii) the business or portion of the business to which the Trademarks pertain, (iii) all registrations and applications (including intent-to-use applications) for the Trademarks.

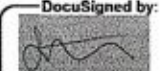
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, through Lawrence Berkeley National Laboratory

By:  6/27/2024  
DocuSigned by:  
6D884BE000004B2

Name: Carol Burns, Ph.D.

Title: Deputy Laboratory Director, LBNL

LF CHARITIES, INC.

By:  6/28/2024  
DocuSigned by:  
7CAFAA43C0B4C3

Name: Stephanie Wigle

Title: CFO

**SCHEDULE 1**

Trademark Registrations:

MARK	COUNTRY	STATUS	APP #	REG #

Trademark Applications:

MARK	COUNTRY	STATUS	APP #

Unregistered Marks:

AMReX

Logo Marks:

