

# Project Contribution Agreement

## DroneAid

This Contribution Agreement (“Agreement”) is effective as of \_\_\_\_\_, 2019 by and among LF Projects, LLC, a Delaware series limited liability company (“Assignee”), having its place of business at 3500 South Dupont Highway Suite AA101, Dover, DE 19901 USA, **DroneAid a Series of LF Projects, LLC** (“Series”), having its place of business at 3500 South Dupont Highway Suite AA101, Dover, DE 19901 USA, and **[ASSIGNOR]**, a **[STATE]** corporation (“Assignor”), having its place of business at **PO Box 270287, San Juan, PR 00928**.

- 1) **Background.** Assignor is the owner of the **[MARK]** word mark and **[MARK]** 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 **DroneAid** project as the Series.
- 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 Series, 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, social media and GitHub accounts, collectively the “Accounts”); and
  - b) any top-level domain names and all related registrations leveraged by the **DroneAid** open source project that incorporate any Trademark (collectively, the “Domain Names”).
- 4) **Assistance.** Assignor will assist each of Assignee and Series as reasonably necessary to secure, perfect, maintain or evidence the rights hereby transferred. Assignor hereby appoints James Zemlin as Assignor’s attorney-in-fact to execute all documents on behalf of Assignor and its employees for this limited purpose pursuant to the Power of Attorney attached hereto as Exhibit B. 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.

Executed as the effective date set forth above.

[ASSIGNOR]

By: \_\_\_\_\_

Name: Pedro Cruz

Title: Software Engineer

LF PROJECTS, LLC

By: \_\_\_\_\_

Name: Michael Dolan

Title: Manager

DroneAid a Series of LF Projects, LLC

By: \_\_\_\_\_

Name: Michael Dolan

Title: Series Manager



## Exhibit A

### Trademark Assignment

WHEREAS, [ASSIGNOR] (“Assignor”), having its place of business at \_\_\_\_\_ is the owner of [MARK] word mark and [MARK] design and logo trademarks, including the applications and registrations therefor set forth in Schedule 1 attached hereto (“Trademarks”);

WHEREAS, LF Projects, LLC, a Delaware series limited liability company (“Assignee”), having a place of business at 3500 South Dupont Highway Suite AA101, Dover, DE 19901 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 \_\_\_\_ day of \_\_\_\_\_, 2018 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.

[ASSIGNOR]

By: \_\_\_\_\_

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

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

LF PROJECTS, LLC

By: \_\_\_\_\_

Name: Michael Dolan

Title: Manager



## SCHEDULE 1

### Trademark Registrations:

MARK	COUNTRY	STATUS	APP #	REG #

### Trademark Applications:

MARK	COUNTRY	STATUS	APP #

## Exhibit B

### Limited Power of Attorney

[ASSIGNOR], a [STATE] corporation ("Assignor"), having its place of business at [ADDRESS] USA, hereby appoints James Zemlin, Executive Director of LFP, Inc., the sole member of LF Projects, LLC, as Assignor's attorney-in-fact and authorizes him to execute all documents on behalf of Assignor and its employees for the limited purpose of securing, perfecting, maintaining or evidencing the rights in both: (a) the Trademarks assigned by Assignor to LF Projects, LLC pursuant to the Trademark Assignment entered into between Assignor and LF Projects, LLC on the \_\_\_\_ day of \_\_\_\_\_, 2018; and (b) the Accounts and Domain Names assigned by Assignor to DroneAid a Series of LF Projects, LLC pursuant to the Project Contribution Agreement entered into among Assignor, LF Projects, LLC and DroneAid a Series of LF Projects, LLC on the \_\_\_\_ day of \_\_\_\_\_, 2018.

[ASSIGNOR]

By: \_\_\_\_\_

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

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

Notarization: