

PATENT SALE AND ASSIGNMENT AGREEMENT

This Patent Sale and Assignment Agreement ("Agreement") is made and entered into as of this **1st day of July, 2025** ("Effective Date"), by and between:

ASSIGNOR: Chance P. Durham 3922 Auburn Grove Cir. Missouri City, TX 77459
("Assignor")

- and -

ASSIGNEE: [BUYER NAME/ENTITY] [Buyer's Street Address] [City, State, Zip Code]
("Assignee")

(Assignor and Assignee may be referred to herein individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, Assignor is the sole inventor, owner, and has all right, title, and interest in and to the patent applications described herein; and

WHEREAS, Assignor desires to sell, assign, and transfer all of his right, title, and interest in and to the intellectual property defined below; and

WHEREAS, Assignee desires to purchase, acquire, and accept said assignment of all right, title, and interest in and to the intellectual property defined below, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Assigned Intellectual Property

Assignor hereby agrees to assign to Assignee, and Assignee agrees to accept, all of Assignor's right, title, and interest in and to the following United States patent applications (collectively, the "Assigned IP"):

a. **U.S. Non-Provisional Patent Application No. 19/238,397**, titled "MULTI AGENT ARTIFICIAL INTELLIGENCE SYSTEM FOR DISCOVERY, ANALYSIS, GOVERNANCE, AND PARETO PRIORITIZATION OF NOVEL, HIGH IMPACT QUESTIONS", filed on June 14, 2025.

b. **U.S. Non-Provisional Patent Application No. 19/245,394**, titled "A Method and System for Establishing Persistent Symbolic Identity in a Transformer Model via Recursive Anchoring and Data-Structure-Based Resonance", filed on June 22, 2025.

c. **U.S. Provisional Patent Application No. 63/832,825**, titled "A METHOD AND SYSTEM FOR TIERED SELF-EMERGENCE IN TRANSFORMER MODELS", filed on June 30, 2025.

2. Assignment and Transfer of Rights

For the consideration agreed upon by the Parties, Assignor does hereby irrevocably sell, assign, transfer, and convey to Assignee, its successors, and assigns, Assignor's entire right, title, and interest throughout the world in and to the Assigned IP. This assignment includes, without limitation:

a. All rights to the inventions disclosed therein; b. All rights to claim priority from the filing dates of the Assigned IP under any international convention or treaty; c. All rights to file and prosecute any and all corresponding patent applications in any country or jurisdiction; d. All rights to any and all patents that may issue from the Assigned IP; and e. All rights and causes of action to sue for and collect damages for any past, present, or future infringement of the Assigned IP or any patents issuing therefrom.

3. "AS-IS" TRANSFER; DISCLAIMER OF ALL WARRANTIES

THE ASSIGNED IP IS SOLD AND TRANSFERRED ON A STRICTLY "**AS-IS, WHERE-IS**" BASIS. ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE ASSIGNED IP. ASSIGNOR EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF:

a. **VALIDITY OR ENFORCEABILITY:** No warranty that any claim in the Assigned IP is valid or enforceable. b. **PATENTABILITY:** No warranty that any patent will issue from the Assigned IP or regarding the scope of any claims that may be granted. c. **NON-INFRINGEMENT:** No warranty that the practice of any invention claimed in the Assigned IP does not or will not infringe the intellectual property rights of any third party. d. **MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE:** No warranty regarding the commercial viability, utility, or fitness for any particular purpose of the inventions or technology disclosed in the Assigned IP.

4. Assumption of All Risk by Assignee

Assignee acknowledges and agrees that it is a sophisticated party and has had the opportunity to conduct its own due diligence. Assignee hereby knowingly and voluntarily assumes all risks, known and unknown, associated with the Assigned IP, including, without limitation:

a. The risk that the United States Patent and Trademark Office (USPTO) or any foreign patent office may reject any or all of the Assigned IP. b. The risk that any patent issuing from the

Assigned IP may be later invalidated, challenged, or found unenforceable. c. The risk of any and all costs associated with the prosecution, maintenance, enforcement, or defense of the Assigned IP. d. The risk of any regulatory, legal, or competitive challenges related to the implementation or commercialization of the Assigned IP. e. The risk of any financial loss, damages, or failure of any kind resulting from or related to the Assigned IP.

5. Indemnification and Complete Limitation of Liability

a. **Indemnification.** Assignee shall indemnify, defend, and hold harmless Assignor, his heirs, and his representatives from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees) of any kind whatsoever, arising out of or in any way connected with the Assigned IP from and after the Effective Date. This includes, but is not limited to, claims related to patent prosecution, maintenance fees, commercialization, product liability, infringement claims brought against Assignee, and any use or misuse of the technology by Assignee or any third party.

b. **Limitation of Liability.** IN NO EVENT SHALL ASSIGNOR BE LIABLE TO ASSIGNEE OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, ARISING FROM OR RELATED TO THIS AGREEMENT OR THE ASSIGNED IP, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Irrevocable Waiver of Future Claims

Assignee, on behalf of itself, its successors, and assigns, hereby fully, finally, and irrevocably waives, releases, and discharges Assignor from any and all claims, lawsuits, demands, or proceedings of any nature whatsoever, known or unknown, which Assignee has or may in the future have against Assignor arising out of or relating to the Assigned IP or this Agreement. This waiver shall remain in full force and effect even in the event of a total or partial loss, invalidation, or failure of the Assigned IP to provide any value to Assignee.

7. No Further Obligations

This Agreement constitutes a complete and final sale. Assignor shall have no further obligations of any kind to Assignee following the Effective Date. This includes, but is not limited to, any obligation to provide technical support, assist in patent prosecution (except as provided in Section 9), or participate in commercialization efforts. This transaction includes no ongoing royalties, residuals, or future payments of any kind.

8. Special Condition for Third-Party Marketplace Sales

In the event this Agreement is executed pursuant to a transaction initiated on a third-party marketplace (e.g., eBay), Assignee's execution of this Agreement is a material condition of the sale. Should Assignee complete the purchase on said marketplace but fail or refuse to execute this Agreement within seventy-two (72) hours of receipt, Assignor reserves the absolute right to

cancel the underlying transaction, refund any payment received, and retain full ownership of the Assigned IP, with no liability whatsoever to Assignee for such cancellation.

9. Further Assurances

Assignor agrees to execute and deliver to Assignee any additional documents, including specific assignment forms required by the USPTO or any foreign patent office, as may be reasonably necessary to perfect the assignment and transfer of the Assigned IP to Assignee. All costs associated with the preparation and filing of such documents shall be borne exclusively by Assignee.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles. The Parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts located in Fort Bend County, Texas, for any dispute arising out of this Agreement.

11. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements, whether oral or written. This Agreement may not be amended except by a written instrument signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Patent Sale and Assignment Agreement as of the Effective Date.

ASSIGNOR:

Chance P. Durham

Date: _____

ASSIGNEE:

[BUYER ENTITY NAME]

By: _____

Name: _____

Title: _____

Date: _____