Intellectual Property Agreement

This Intellectual Property Agreement (“Agreement”) is being made between Team **Apple** of GGC (“Team”), a team made up of individuals: Christopher Jones, Dustin Cofer, Taylor Williams, and Taisann Kham (“Individuals), and being shared with the client, **Evelyn R. Brannock** (“Client”). Collectively, the team and client are known as the parties (“Party”). This Agreement will become effective on **November 16, 2020**.

The Parties agree to the following:

1. The Client agrees to assign to Team Apple or its designee all right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, drawings, discoveries, algorithms, formulas, computer code, ideas, trademarks, or trade secrets, whether or not patentable or registrable under patent, copyright or similar laws, related to Team Apple, which the Client may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, with the use of Team Apple’s equipment, supplies, facilities, assets, or Team Apple Confidential Information, or which may arise out of any research or other activity conducted under the direction of Team Apple (collectively referred to as “Intellectual Property”).
2. The Client understands and agrees that (i) all original works for authorship which are made by the Client (solely or jointly with others) within the scope of Team Apple which are protectable by copyright, (ii) the decision whether or not to commercialize or market any Intellectual Property is within Team Apple’s sole discretion and for Team Apple’s sole benefit and that no royalty or other consideration will be due to the Client as a result of Team Apple’s efforts to commercialize or market any such Intellectual Property.
3. The validity, construction and enforceability of this Agreement shall be governed in all respects by the law. This Agreement may not be amended except in writing signed by a duly authorized representative of the respective Parties. This Agreement shall control in the event of a conflict with any other agreement between the Parties with respect to the subject matter hereof. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
4. The Client understands and agrees that the ownership will be divided amongst the previous client, Sonal S. Dekhane, and developing team, CyberATL.

IN WITNESS WHEREOF, each of the parties have executed this Agreement as of September 15, 2020 first above written:

1. This agreement proceeds to divide the ownership of the project (the “Scheduler”) between the following as agreed between Christopher Jones, Dustin Cofer, Taylor Williams, Taisann Kham, Evelyn R. Brannock. The ownership of the project (“Scheduler”) will be divided as (37%) for the previous team, CyberATL. The previous client Sonal S. Dekhane will have (12.5%) of the (“Scheduler”). Ownership of the project (“Scheduler”) will be divided as (36%) for Team Apple and divided among members equally with (9%) for Christopher Jones, (9%) for Dustin Cofer, (9%) for Taylor Williams, (9%) for Taisann Kham. The current client Evelyn R. Brannock will have (12.5%) of the (“Scheduler”).

Team Apple

Christopher Jones\_\_\_\_\_\_\_\_\_\_\_\_

Dustin Cofer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Taylor Williams\_\_\_\_\_\_\_\_\_\_\_\_\_

Taisann Kham\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client

\_Evelyn R. Brannock\_\_\_\_\_\_\_\_\_