

Intellectual Property Assignment Agreement

Effective Date: [DATE TO BE FILLED]

Between: Jennifer Lewis (Individual) (“Assignor”)

And: Fox ML Infrastructure LLC (“Assignee”)

1. Assignment of Intellectual Property

1.1 Assignment

Assignor hereby assigns, transfers, and conveys to Assignee, its successors and assigns, all right, title, and interest in and to the following intellectual property (collectively, the “Assigned IP”):

- **FoxML Core codebase** – All source code, modules, components, and related software
- **Related submodules** – All submodules, libraries, and dependencies developed by Assignor
- **Logos and branding** – All trademarks, service marks, logos, and branding materials
- **Documentation** – All documentation, technical specifications, and written materials
- **Models** – All machine learning models, training scripts, and model configurations
- **Training scripts** – All training, evaluation, and testing scripts
- **Configurations** – All configuration files, schemas, and templates
- **Future modifications** – All modifications, improvements, enhancements, and derivative works made by Assignor to the Assigned IP

1.2 Scope

This assignment includes: - All copyrights, patents, trade secrets, and other intellectual property rights - All moral rights (to the extent assignable under applicable law) - All rights to sue for past, present, and future infringement - All rights to license, sublicense, and otherwise exploit the Assigned IP

1.3 Perpetual and Irrevocable

This assignment is perpetual and irrevocable. Assignor may not revoke this assignment or reclaim any rights to the Assigned IP.

2. Consideration

In consideration for this assignment, Assignee agrees to provide: - **\$1.00 (One Dollar)** and/or - **Continued ownership interest in Fox ML Infrastructure LLC** (Assignor’s ownership interest in the LLC)

Assignor acknowledges that this consideration is fair and adequate.

3. Warranties

3.1 Assignor Warranties

Assignor represents and warrants that:

- **Original Work** – The Assigned IP is original work created by Assignor (or properly licensed from third parties)
- **No Infringement** – The Assigned IP does not infringe any known intellectual property rights of third parties
- **No Prior Assignment** – The Assigned IP has not been previously sold, assigned, or exclusively licensed to any third party

- **Right to Assign** – Assignor has the full right, power, and authority to assign the Assigned IP
- **No Liens** – The Assigned IP is free and clear of any liens, encumbrances, or claims

3.2 No Other Warranties

EXCEPT AS EXPRESSLY SET FORTH ABOVE, ASSIGNOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ASSIGNED IP, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

4. Moral Rights Waiver

To the extent permitted by applicable law, Assignor hereby waives all moral rights, including but not limited to:

- The right to be identified as the author
- The right to object to derogatory treatment
- The right to control how the Assigned IP is used

Assignor acknowledges that Assignee may use, modify, and exploit the Assigned IP in any manner without attribution or consent from Assignor.

5. Further Assurances

Assignor agrees to:

- Execute any additional documents necessary to perfect this assignment
- Cooperate with Assignee in registering or protecting the Assigned IP
- Provide any information or assistance reasonably requested by Assignee

6. Governing Law

This Agreement is governed by the laws of the State of Delaware, United States, without regard to conflicts of law principles.

7. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the assignment of the Assigned IP and supersedes all prior agreements, understandings, or discussions.

8. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

9. Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original. Electronic signatures (including signatures delivered by email in PDF format) will be deemed original signatures for all purposes.

Signatures

ASSIGNOR:

Jennifer Lewis

Signature: _____

Date: _____

Email: jenn.lewis5789@gmail.com

ASSIGNEE:

Fox ML Infrastructure LLC

By: _____

Title: _____

Date: _____

IMPORTANT: This document must be signed by both parties to be effective. Store signed copies securely.

Legal Note: This is a template. Consult with legal counsel before signing to ensure it meets your specific needs and complies with applicable law.