INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Effective Date: January 20, 2026

This Intellectual Property Assignment Agreement ("Agreement") is entered into by and between:

Assignor: John Developer ("Developer")
Assignee: StartupCo, Inc., a Delaware corporation ("Company")

RECITALS

WHEREAS, Developer has been engaged by the Company as a software developer and consultant;

WHEREAS, Developer has created or may create certain inventions, works, and intellectual property in connection with such engagement;

WHEREAS, the Company wishes to acquire all rights in such intellectual property.

1. DEFINITIONS

1.1 "Assigned IP" means ANY and ALL inventions, discoveries, improvements, ideas, concepts, designs, methods, processes, techniques, know-how, software, code, algorithms, formulas, data, specifications, documentation, works of authorship, and any other intellectual property or proprietary information:

(a) Conceived, created, developed, or reduced to practice by Developer, alone or jointly with others, during the term of engagement with the Company;

(b) Relating in any way to the Company's current or anticipated business, products, services, or research;

(c) Resulting from any task assigned to Developer by the Company;

(d) Made using any Company resources, facilities, equipment, or information;

(e) Conceived or developed during working hours or on Company premises;

(f) Conceived or developed outside working hours if relating to Company business; OR

(g) ANY INVENTION OR WORK THAT COULD REASONABLY BE CONSIDERED RELATED TO THE COMPANY'S FIELD OF BUSINESS, regardless of when, where, or how created.

1.2 "Prior Inventions" means inventions created by Developer prior to engagement with the Company that are NOT assigned under this Agreement. Developer must list all Prior Inventions in Exhibit A. IF EXHIBIT A IS BLANK OR NOT ATTACHED, DEVELOPER REPRESENTS THAT THERE ARE NO PRIOR INVENTIONS.

2. ASSIGNMENT

2.1 Full Assignment: Developer hereby IRREVOCABLY ASSIGNS, TRANSFERS, AND CONVEYS to Company all right, title, and interest in and to all Assigned IP, including all patents, copyrights, trademarks, trade secrets, and all other intellectual property rights therein, throughout the world, in perpetuity.

2.2 Work Made for Hire: To the extent any Assigned IP constitutes a "work made for hire" under copyright law, Developer agrees that such work is a work made for hire and is the sole property of the Company.

2.3 Moral Rights Waiver: Developer IRREVOCABLY WAIVES all moral rights, including rights of attribution, integrity, and disclosure, in all Assigned IP.

2.4 Future Rights: Developer assigns to Company any and all rights that Developer may acquire in the future in any Assigned IP, including any rights arising from future laws or treaties.

3. ASSISTANCE AND COOPERATION

3.1 Execution of Documents: Developer shall, at Company's request and expense, execute any documents and take any actions necessary to perfect, register, maintain, or enforce Company's rights in the Assigned IP.

3.2 Power of Attorney: Developer hereby IRREVOCABLY appoints Company as Developer's attorney-in-fact to execute any documents on Developer's behalf if Developer fails or refuses to do so.

4. DISCLOSURE OBLIGATION

Developer shall promptly and fully disclose to Company:

(a) All Assigned IP;
(b) All inventions, works, or ideas that might be Assigned IP;
(c) Any third-party claims or potential conflicts relating to any intellectual property;
(d) Any use of open-source software or third-party materials.

5. REPRESENTATIONS AND WARRANTIES

Developer represents and warrants that:

(a) All Assigned IP is original and does not infringe any third-party rights;
(b) Developer has full authority to make this assignment;
(c) No Assigned IP is subject to any prior assignment, license, or encumbrance;
(d) All information provided to Company is accurate and complete;
(e) Developer has disclosed all Prior Inventions in Exhibit A.

6. CONSIDERATION

In consideration for this assignment, Company agrees to:
(a) Pay Developer the compensation set forth in any applicable engagement agreement;
(b) The sum of $1.00 (One Dollar), receipt of which is hereby acknowledged.

7. NO RIGHT TO USE

Developer shall have NO RIGHT to use any Assigned IP after termination of engagement without Company's prior written consent.

8. INDEMNIFICATION

Developer shall indemnify, defend, and hold harmless Company from any claims arising from Developer's breach of any representation or warranty in this Agreement.

9. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Delaware.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding intellectual property assignment.

DEVELOPER:

Signature: _____
Name: John Developer
Date: _____

COMPANY: StartupCo, Inc.

By: _____
Name: _____

Title: _____
Date: _____

EXHIBIT A: PRIOR INVENTIONS

[This space intentionally left blank — Developer represents there are
no Prior Inventions]