

## FOUNDER INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Founder Intellectual Property Assignment Agreement ("Agreement") is entered into as of the date of execution below by and between:

**Pulse Intelligence Labs, Inc.**, a Delaware corporation (the "Company"),

and

**Tremaine Grant** ("Founder").

### Recitals

**WHEREAS**, Founder previously founded and operated **Pulse Fitness Collective LLC**, a Georgia limited liability company (the "Prior Entity"), through which certain intellectual property, software, brand assets, and business operations were developed;

**WHEREAS**, Founder has formed **Pulse Intelligence Labs, Inc.**, a Delaware corporation, as the successor entity to continue and expand the business;

**WHEREAS**, Founder desires to assign and transfer all intellectual property rights—whether created under the Prior Entity, individually, or otherwise—to the Company to ensure clear and consolidated ownership;

**NOW, THEREFORE**, in consideration of the mutual covenants herein, the parties agree as follows:

### 1. Assignment of Intellectual Property

**1.1 Assignment.** Founder hereby irrevocably assigns, transfers, and conveys to the Company all right, title, and interest in and to any and all Intellectual Property (as defined below) that Founder has created, developed, conceived, reduced to practice, authored, contributed to, or otherwise generated—whether individually, through the Prior Entity (Pulse Fitness Collective LLC), or otherwise—before the date of this Agreement and relating to the Company's business, including but not limited to:

- The Pulse mobile and web applications
- All source code, algorithms, APIs, data models, schemas, workflows, and infrastructure
- The Pulse brand, logos, design assets, UI/UX, and creative materials
- The Pulse Programming™ system and any related AI tools

- The "Rounds", "Stacks", "Moves", and any other proprietary system developed for the platform
- All domain names including fitwithpulse.ai and related registrations
- All product roadmaps, internal documentation, and business concepts
- All customer data, analytics frameworks, growth systems, and operational processes
- Any inventions, discoveries, improvements, or works of authorship
- All provisional patent filings, trademark applications, and related rights

Together, the "Assigned IP".

**1.2 Further Assurance.** Founder agrees to execute any additional documents reasonably requested by the Company to perfect, record, or enforce the Company's rights in the Assigned IP, including USPTO and trademark assignment filings.

## **2. Definition of Intellectual Property**

"Intellectual Property" means all rights in and to:

- patents and patent applications
- trademarks, service marks, trade dress, and brand assets
- copyrights and copyrightable materials
- trade secrets and confidential know-how
- software code, documentation, and architecture
- algorithms, models, datasets, training data, and AI-generated outputs
- domain names and digital assets
- business plans, strategies, and proprietary processes
- any future improvements or derivative works relating to the Company's business

Whether created before or after incorporation.

## **3. Representations and Warranties**

Founder represents and warrants that:

**3.1** Founder is the sole and exclusive owner of the Assigned IP—including any IP previously held by Pulse Fitness Collective LLC—and has full authority to assign it.

**3.2** The Assigned IP does not knowingly infringe upon any third-party rights.

**3.3** No prior agreements restrict Founder's ability to assign the IP.

**3.4** All work created by Founder for the Company after incorporation will be work-for-hire, owned entirely by the Company.

#### **4. Confidential Information**

Founder agrees to maintain strict confidentiality of all Company information, including technical, financial, strategic, customer, and product data, and not to disclose or use such information except for the Company's benefit.

#### **5. No Conflicting Obligations**

Founder represents that this Agreement does not violate any other agreement to which Founder is bound.

#### **6. Governing Law**

This Agreement is governed by the laws of the State of Delaware, without reference to conflict-of-law principles.

#### **7. Entire Agreement**

This Agreement constitutes the entire understanding between Founder and the Company regarding ownership of IP and supersedes all prior agreements, including any agreements or understandings relating to Pulse Fitness Collective LLC.

#### **8. Signatures**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

**FOUNDER:**

Name: Tremaine Grant



Signature

12/11/2025

Date

**COMPANY:**

Pulse Intelligence Labs, Inc.

By (Signature)



Name

CEO

Title

12/11/2025

Date