

ASSIGNMENT AND RELEASE AGREEMENT

This Assignment and Release Agreement, together with any attached Exhibits, (this “**Agreement**”) is made and entered into effective as of June 2, 2023 (the “**Effective Date**”) by and between Lex, Inc. a Delaware corporation (the “**Company**”), and Francisco Izaguirre (the “**Assignor**”).

RECITALS

Assignor wishes to acknowledge and confirm Assignor’s assignment and transfer to the Company of all of Assignor’s right, title and interest in and to the Assigned Assets (as defined below) in exchange for the Payment (as defined below) and desires to release Company from all Claims (as defined below) set forth herein, pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, the parties hereby agree as follows:

1. Certain Definitions. As used herein, the following terms will have the meanings set forth below:

“**Assigned Assets**” refers to the Technology, all Derivatives, all Intellectual Property Rights and all Embodiments, collectively.

“**Derivative**” means: (i) any derivative work of the Technology (as defined in Section 101 of the U.S. Copyright Act); (ii) all improvements, modifications, alterations, adaptations, enhancements and new versions of the Technology (the “**Technology Derivatives**”); and (iii) all technology, inventions, products or other items that, directly or indirectly, incorporate, or are derived from, any part of the Technology or any Technology Derivative.

“**Embodiment**” means all documentation, drafts, papers, designs, schematics, diagrams, models, prototypes, source and object code (in any form or format and for all hardware platforms), computer-stored data, manuscripts and other items describing all or any part of the Technology, any Derivative, any Intellectual Property Rights or any information related thereto or in which all of any part of the Technology, any Derivative, any Intellectual Property Right or such information is set forth, embodied, recorded or stored.

“**Intellectual Property Rights**” means, collectively, all worldwide patents, patent applications, patent rights, copyrights, copyright registrations, moral rights, trade names, trademarks, service marks, domain names and registrations and/or applications for all of the foregoing, trade secrets, know-how, mask work rights, rights in trade dress and packaging, goodwill and all other intellectual property rights and proprietary rights relating in any way to the Technology, any Derivative or any Embodiment, whether arising under the laws of the United States of America or the laws of any other state, country or jurisdiction.

“**Technology**” means all inventions, technology, ideas, concepts, processes, business plans, documentation, financial projections, models and any other items developed or designed by Assignor relating in any manner to the technology or business of W. Daniel Shipper, Every Media Inc., or the Company, including without limitation all assets identified in Exhibit A attached hereto.

2. Assignment. For good and valuable consideration to Assignor, receipt of which is hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, releases and conveys to the Company, and its successors and assigns, Assignor's entire right, title and interest in and to each and all of

the Assigned Assets. Assignor hereby acknowledges and agrees that it has no further rights, title or interest in or to any of the Assigned Assets.

3. **Payment.** In consideration of Assignor's execution and delivery of this Agreement and the compliance of its terms, the Company agrees to make a one-time cash payment to Assignor of five thousand dollars \$5,000 (the "***Payment***") within one month following the Company's receipt of a fully-executed copy of this Agreement. Assignor agrees that the Payment is full and fair consideration for the assignment, release, and for the other covenants and undertakings set forth in this Agreement.

4. **Confidential Information.** At all times Assignor will keep and hold all proprietary information of the Company in strict confidence and trust, and Assignor will not use or disclose any of such proprietary information.

5. **Further Assurances.** Assignor agrees to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement. Assignor further agrees, promptly upon request of the Company, or any of its successors or assigns, to execute and deliver, without further compensation of any kind, any power of attorney, assignment, application for copyright, patent or other intellectual property right protection, or any other papers which may be necessary or desirable to fully secure to the Company, its successors and assigns, all right, title and interest in and to each of the Assigned Assets, and to cooperate and assist in the prosecution of any opposition proceedings involving said rights and any adjudication of the same. Assignor hereby appoints each of the Company's managing members as Assignor's attorney-in-fact to execute documents on Assignor's behalf for this purpose, with such power coupled with an interest. Further, Assignor agrees never to assert any claims, rights or moral rights in or to any of the Assigned Assets.

6. **Release of Claims.**

a. Assignor hereby releases and forever discharges the Company, Every Media Inc., and the directors, officers, stockholders, employees, agents, representatives, predecessors, successors and assigns of Company and Every Media Inc., and any person acting by or through any of them, of and from any and all claims, damages, compensation, royalties, agreements, promises, losses, liabilities, costs, expenses or amounts of any nature whatsoever (collectively "***Claims***") which Assignor now has, ever has had, or ever claimed to have had against the Company or Every Media Inc. and/or any of the released parties, including (but not limited to) Claims arising out of, based upon or related in any manner whatsoever to (a) any compensation or participation interest related to the Assigned Assets, (b) contributions made by Assignor to the business or technology of Every Media Inc. or Company, or (c) equity, rights to acquire equity or other ownership interests with respect to the Company or Every Media Inc.

b. By signing below, Assignor hereby expressly waives any benefits of Section 1542 of the Civil Code of the State of California (or any similar law of any jurisdiction throughout the world) with respect to Claims released pursuant to this Section 6, which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASING PARTY."

7. **Authority; Covenant.** Assignor confirms that Assignor has authority to release the Claims and that Assignor is the sole and lawful owner of the Claims. Assignor has not assigned or transferred any right, title or interest in the Claims. Assignor will not bring or voluntarily aid any legal or

equitable action or proceeding against or otherwise sue the Company or any successor to the Company with respect to any Claims. Assignor hereby represents and warrants that the execution, delivery and performance of all of his obligations under this Agreement will not violate any agreement or other obligation which Assignor may be subject to. Assignor further confirms and agrees that other than as expressly set forth in this Agreement the Company does not have any liability or obligation to Assignor relating to or arising in connection with the Assigned Assets or otherwise.

8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

9. **Governing Law; Injunctive Relief.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to that body of laws pertaining to conflict of laws. Assignor understands that in the event of a breach or threatened breach of this Assignment and Release by Assignor, the Company may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Assignment and Release.

10. **Entire Agreement.** This Agreement (including its recitals, which are hereby incorporated by this reference) and the agreements referenced herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior and contemporaneous understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof.

11. **Successors and Assigns; Assignment.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

12. **Severability.** If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement.

13. **Attorneys' Fees.** If any action is brought to enforce the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs and expenses from the other party, in addition to any other relief to which the prevailing party may be entitled.

14. **Amendment and Waivers.** This Agreement may be amended only by a written agreement executed by the Company and Assignor. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the Effective Date.

“COMPANY”

Lex, Inc.



Name: Nathan Baschez
Title: Chief Executive Officer

“ASSIGNOR”

Francisco Izaguirre

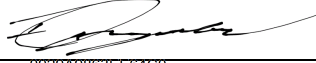
Name: Francisco Izaguirre

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the Effective Date.

“COMPANY”
Lex, Inc.

Name:
Title:

“ASSIGNOR”
Francisco Izaguirre

DocuSigned by:


Name: Francisco Izaguirre

Exhibit A

List of Assets

All assets developed by Assignor on behalf of, used, or held for the use of Every Media Inc., W. Daniel Shipper, and/or the AI-powered word processing and writing tool known as “***Lex***”, and all tools, code, content, software, projects, and documentation relating thereto, whether in tangible or intangible form, including without limitation the following:

- Lex frontend (written in React)
- Lex backend (written in Rails)
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