



Intellectual Property Agreement App Dev Club LLC

This Intellectual Property Assignment Agreement (the “Agreement”) is effective today and between App Dev Club LLC (the “App Dev Club”) located at 1600 Stockton Road, Joppa, MD and you (the “Partner”), individually referred to as “Party” and collectively as “the Parties.”

The Parties agree to the following:

1. **Intellectual Property.** Partner agrees to assign to the App Dev Club all present and future rights, title, and interest to all intellectual property (“Intellectual Property”) created or discovered during the course of Partner’s affiliation with the App Dev Club. Intellectual Property includes, but is not limited to, algorithms, code, concepts, developments, designs, discoveries, ideas, formulas, improvements, inventions, processes, software, trademarks, and trade secrets. Intellectual Property also includes the tangible embodiments (e.g. – drawings, notes) of any intangible items.
2. **Prior Inventions.** Intellectual Property that existed prior to the Partner’s affiliation, for which the Partner has a right, title, or interest (collectively the “Prior Inventions”) will remain the exclusive property of the Partner.
3. **Patent and Copyright Registrations.** The Partner agrees to cooperate with the App Dev Club to do whatever is reasonably necessary to obtain the patents and copyrights required to secure the App Dev Club’s ownership rights in the Intellectual Property. The Partner will cooperate with the App Dev Club during the course of the Partner’s affiliation with the App Dev Club as well as after termination of this Agreement.
4. **Term.** This Agreement will commence upon today and will remain in effect until the Partner is no longer affiliated by the App Dev Club.

Following termination of this Agreement, the App Dev Club will have exclusive ownership rights to all of the Partner's post-affiliation Intellectual Property that arises from or directly relates to the Partner's work for the App Dev Club.

1. Return of Data and Documents. Upon termination of this Agreement, the Partner agrees to immediately return all tangible embodiments of the Intellectual Property, including but not limited to data, drawings, documents, and notes developed during the course of the Partner's affiliation. The Partner will not make copies or attempt to recreate the tangible embodiments.
2. General.
 1. Assignment. The Parties may not assign their rights and/or obligations under this Agreement.
 2. Choice of Law. This Agreement will be interpreted based on the laws of the State of Maryland, regardless of any conflict of law issues that may arise. The Parties agree that any dispute arising from this Agreement will be resolved at a court of competent jurisdiction located in the State of Maryland.
 3. Complete Contract. This Agreement constitutes the Parties entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties.
 4. Severability. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
 5. Successors and Assigns. This Agreement will be binding upon the Partner's successors, heirs, and assigns for the benefit of the App Dev Club and the App Dev Club's successors, heirs, and assigns.
 6. Waiver. Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.
3. Notices:

All notices pursuant to this Agreement must be sent by email with return receipt requested or certified or registered mail with return receipt requested.