

**INTELLECTUAL PROPERTY RIGHTS
TRANSFER AGREEMENT
BETWEEN
MAINFRAME GROUP, INC. AND
HIFI DAO**

This Intellectual Property Rights Transfer Agreement (the "Agreement") is entered into on December 15, 2022 by and between Mainframe Group, Inc. ("Mainframe"), a corporation organized under the laws of Delaware, and Hifi DAO ("Hifi"), a decentralized autonomous organization organized as an unincorporated nonprofit association under the laws of Delaware.

RECITALS

WHEREAS Mainframe is the owner of certain intellectual property rights, including but not limited to patents, trademarks, copyrights, software (including both front-end and back-end support), internet domain names, logo's, and trade secrets, relating to the Hifi Protocol (the "Intellectual Property");

WHEREAS Mainframe desires to transfer the Intellectual Property to Hifi; and

WHEREAS Hifi desires to accept the transfer of the Intellectual Property from Mainframe.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, the parties agree as follows:

1. **Transfer of Intellectual Property** Mainframe hereby transfers, assigns, and conveys to Hifi all right, title, and interest in and to the Intellectual Property. This transfer shall be effective as of the date of this Agreement.
2. **Consideration** Hifi acknowledges that the transfer of the Intellectual Property is being made for no consideration.
3. **Warranties** Mainframe warrants that it is the sole and exclusive owner of the Intellectual Property and has the right to transfer the Intellectual Property to Hifi. Mainframe further warrants that, to the best of its knowledge, the Intellectual Property does not infringe upon the intellectual property rights of any third party.
4. **Indemnification** Hifi shall indemnify and hold harmless Mainframe, its officers, directors, employees, and agents, from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of any breach of the warranties contained in Section 3.

5. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of Delaware.
6. **Entire Agreement** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to the subject matter hereof.
7. **Counterparts** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Signature page to follow.

* * * * *

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Mainframe Group, Inc.

By: _____

Title: CEO

Date: December 15, 2022

Hifi DAO

By: _____

Title: Member

Date: December 15, 2022