

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Agreement") is made and entered into as of the 10 day of September, 2015, by and between Alejandro Andres Sánchez Fernández ("Party A"), Howard Andrés Martínez Meza ("Party B") and Jose Antonio Rodriguez Cartagena ("Party C") (collectively, the "Parties").

I The Parties hereby agree as follows:

1. The Parties agree to assign equitably share all right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, drawings, discoveries, algorithms, formulas, computer code, ideas, trademarks, or trade secrets, whether or not patentable or registrable under patent, copyright or similar laws, related to the project accomplished in the ICOM 5016 course during the fall 2015 semester.
2. The Parties understand and agree that the decision whether or not to commercialize or market any Intellectual Property is a collective decision between ALL Party members. If the Parties decide to commercialize the product, all profits will be divided as follows: 33.33% to Party A, 33.33% to Party B and 33.33% to Party C.
3. The validity, construction and enforceability of this Agreement shall be governed in all respects by the law of Puerto Rico. This Agreement may not be amended except in writing signed by a duly authorized representative of the respective Parties. This Agreement shall control in the event of a conflict with any other agreement between the Parties with respect to the subject matter hereof. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
4. In case that one of the parties drops out of the class without finishing the project, this document will become nulled for that party and if the product is commercialized then the remaining parties will distribute the profits in equal parts.

II Amendments

Any unspecified matters may be amended upon agreement in writing the parties hereto.

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

Party A: Alejandro Andres Sánchez Fernandez

A. Sánchez (signature)

Party B: Howard Andrés Martinez Meza

Howard A. Martínez Meza (signature)

Party C: Jose Antonio Rodriguez Cartagena

José A. Rodríguez Cartagena (signature)