



## Rush Line Entertainment - Executive Team IP Contract

In consideration of the mutual promises, undertakings and agreements set out here, **Rush Line Entertainment** (the “Group”), comprising **Kishore Venkateshan, Joseph Cua Mekonen, Damon Lavenski, and Dylan Matthias**, have agreed to the following constraints regarding the intellectual property (“IP”) of their game, **Particle Rush** (the “Game”).

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Any income related to the sale of all or part of the IP from the above games and retained after expenses will be divided between current and former members of the Group based on number of weeks worked with the Group on the above Game. Expenses must be documented in a manner available to all current and former members, and must be agreed on by a consensus of current members before distribution of any income. In the event consensus cannot be reached, a plurality vote will determine the admissibility of a given expense.

Each team member, current or future, will receive one point each time he or she completes at least one week of work on an assigned task. Tasks must set consensually by all current members. If a member does not have a task set, he or she may be granted a point by consensus of all current members, providing at least one current member has a task on that week. Points awarded may not be removed.

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Founding members D'Arcy Smith and Edward Bauman shall each receive 20 and 13 points, respectively. Kishore Venkateshan, Joseph Cua Mekonen, and Damon Lavenski shall also receive 13 points. All other points are tracked from September 1, 2014. Upon the receipt of any income related to the sale of all or part of the IP from the above Game all points must be accounted. Any income will be divided amongst former and current members according to the percentage of points each has. This must be done no later than the final day of each month.

Any team member may use the IP he or she created for the game in any way without fee, royalty, or compensation being due to the Group, according to the following conditions:

- Kishore Venkateshan may use all source code.
- Joseph Mekonen may use any 2D art assets.
- Damon Lavenski may use any 3D art assets or textures.
- Edward Bauman may use any sound assets created prior to September 1st, 2014.
- Dylan Matthias may use any scripts, story documentation, storyline or the story world.
- All current and former members may use all other assets.

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IP (and/or “points”) may be transferred, with agreement of all current members at the time of the proposed sale. The transfer may be agreed at any time for any agreed sum, after which this agreement continues to apply *mutatis mutandis*.

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## Signatures

Name	Signed	Tracking
Kishore Venkateshan	<u>Kishore Venkateshan</u>	Date: Sep 12th, 2015 at 00:30AM CDT From IP: 70.70.185.135

There is 1 signature on this document.

Signatures are added electronically via [SignatureConfirm.com](http://SignatureConfirm.com), an online document management system. By digitally signing this document the reader acknowledges that they have read and understood all text and attachments.

tracking number: pd9 (2015-09-12T00:31:01-05:00)