

Kayla Holcomb

INTELLECTUAL PROPERTY CONTRIBUTION AND ASSIGNMENT AGREEMENT

This Intellectual Property Contribution and Assignment Agreement (the “Agreement”) is made as of January 25, 2017 by and between Kayla Holcomb (the “Creator”), and Dr. Brent Reeves representing Abilene Christian University (the “Institution”).

1. **Intellectual Property Assignment.** The Institution hereby assigns to the Creator the entire right, title and interest in and to any and all of the following that exist as of the date hereof: (a) Intellectual Property (as defined below) relating to the Creator (b) any and all Intellectual Property Rights claiming or covering such Intellectual Property and (c) any and all causes of action that may have accrued to the undersigned in connection with such Intellectual Property and/or Intellectual Property Rights. Institution further agrees to execute and deliver the Assignment of patents and patent applications as attached hereto as Exhibit A (if applicable).
2. **Intellectual Property Definition.** “Intellectual Property” means any and all intellectual property and tangible embodiments thereof, including without limitation inventions, discoveries, designs, specifications, developments, methods, modifications, improvements, processes, know-how, show-how, techniques, algorithms, databases, computer software and code (including software and firmware listings, assemblers, applets, compilers, source code, object code, net lists, design tools, user interfaces, application programming interfaces, protocols, formats, documentation, annotations, comments, data, data structures, databases, data collections, system build software and instructions), mask works, formulae, techniques, supplier and customer lists, trade secrets, graphics or images, text, audio or visual works, materials that document design or design processes, or that document research or testing, schematics, diagrams, product specifications and other works of authorship.
3. **Intellectual Property Rights Definition.** “Intellectual Property Rights” means, collectively, all rights in, to and under patents, trade secret rights, copyrights, trademarks, service marks, trade dress and similar rights of any type under the laws of any governmental authority, including without limitation, all applications and registrations relating to the foregoing.
4. **Prior Inventions.** The Institution has listed in Exhibit B all inventions, original works of authorship, developments, improvements, and trade secrets which were made by the Institution prior to the date hereof, (collectively, the “Prior Inventions”), which belong to the Institution, which relate

to the Creator's proposed or current business, products or research and development, and which are not being assigned to the Creator; or, if no such list is attached, the Institution represents that there are no such inventions. In the event that any Prior Inventions are listed on Exhibit B, the Institution hereby grants to Creator a present, non-exclusive, royalty free, irrevocable, perpetual, world-wide license to make, have made, sublicense, modify, use and sell such Prior Invention as part of or in connection with the Creator's products and technology currently under development or in production.

5. **Further Assurances.** The Institution agrees to execute any and all papers and documents, and take such other actions as are reasonably requested by the Creator, to evidence, perfect, defend the foregoing assignment and fully implement the Creator's proprietary rights in the subject matter assigned hereunder, such as obtaining and enforcing copyrights, patents or trademarks and to fully cooperate in the prosecution, enforcement and defense of such proprietary rights. The Institution further agrees that if the Creator is unable, for any reason, to secure signatures to apply for or to pursue any application for any patent, copyright, trademark or other proprietary right covering any Intellectual Property assigned to the Creator above, then the Institution hereby irrevocably designates and appoints the Creator its duly authorized officers and agents as the Institution's agent and attorney-in-fact, to act for and in the Institution's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, trademarks and other registrations thereon with the same legal force and effect as if executed by the Institution.

6. **Representations and Covenants.** The Creator represents and warrants that (i) the Creator is the owner of the entire right, title and interest in and to the Intellectual Property, (ii) the Creator has the sole right and authority to enter into this Agreement and grant the rights hereunder, (iii) the Institution has not previously granted any rights or licenses in the Intellectual Property, (iv) there is no action, investigation, or proceeding pending or threatened, or any basis for any of the foregoing known to the Creator, involving the Creator's prior engagement with the Institution, the performance of the Institution's duties under this Agreement and the Institution's duties with the Creator will not breach, or constitute a default under, any agreement to which the Institution bound, including any agreement limiting the use or disclosure of proprietary information acquired prior to the Institution's engagement with the Creator.

7. **Governing Law.** This Agreement and actions taken hereunder shall be governed by, and construed in accordance with the laws of the State of Texas applied without regard to conflict of law principles.

8. **Miscellaneous.** This Agreement, including the exhibits, schedules, and other documents and instruments referred to herein, embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter. If any one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto.

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Contribution and Assignment Agreement to be executed.

CREATOR

Kayla Holcomb
Kayla Holcomb

Accepted and Agreed:

INSTITUTION

Abilene Christian University via Dr. Brent Reeves