

## Project Contribution Agreement

### RWKV Project

This Contribution Agreement (“Agreement”) is effective as of September 20, 2023 by and among LF Projects, LLC, a Delaware series limited liability company (“Assignee”), having its place of business at 2810 N Church St, PMB 57274, Wilmington, Delaware 19802-4447 US, RWKV Project a Series of LF Projects, LLC (“Series”), having its place of business at 2810 N Church St, PMB 57274, Wilmington, Delaware 19802-4447 US, and Bo Peng (“Assignor”), an individual with an address of Suite 1203, 12/F., Tower2, China Hong Kong City, 33 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong.

- 1) **Background.** Assignor is the owner of the RWKV Project word mark and RWKV Project design and logo marks, including any applications and registrations therefor set forth in Schedule 1 to the Assignment attached hereto as Exhibit A (collectively, the “Trademarks”). Assignor wishes to assign the rights to such Trademarks to Assignee in connection with the establishment of RWKV Project as the Series.
- 2) **Assignment of Trademarks.** For good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee, its successors and assigns, in perpetuity all rights, title and interest as Assignor may possess, anywhere in the world, in and to the Trademarks, together with (i) the goodwill symbolized by said Trademarks, (ii) the business or portion of the business to which the Trademarks pertain, (iii) all registrations and applications (including intent-to-use applications) for the Trademarks pursuant to the Assignment attached hereto as Exhibit A.
- 3) **Assignment of Accounts.** For good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Series, its successors and assigns, in perpetuity all rights, title and interest as Assignor may possess, anywhere in the world, in and to:
  - a) any registered accounts that either (i) incorporate any Trademark or (ii) are used by, or relied upon, by the project (including, without limitation, social media and GitHub accounts (including <https://github.com/rwkv/>), collectively the “Accounts”); and
  - b) any top-level domain names and all related registrations leveraged by RWKV Project that incorporate any Trademark (collectively, the “Domain Names”).
- 4) **Assistance.** Assignor will assist each of Assignee and Series as reasonably necessary to secure, perfect, maintain or evidence the rights hereby transferred. To the best knowledge of Assignor, neither the execution or performance of this Agreement will violate the terms of any agreement between the Assignor and any third party. In the event that the Technical Steering Committee of the RWKV Project votes pursuant to its Charter to move the hosting of the RWKV Project to a tax-appropriate organization other than Series, Assignee and Series

each agree to assist, at Assignor's cost and expense, the RWKV Project as reasonably necessary to assign the Trademarks, Accounts and Domain Names to such other organization.

Executed as the effective date set forth above.

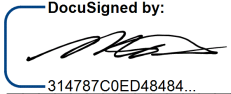
BO PENG

By: \_\_\_\_\_

Name: Bo Peng

Title: Founder of RWKV Project

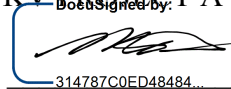
LF PROJECTS, LLC

By:  \_\_\_\_\_

Name: Michael Dolan

Title: Manager

RWKV PROJECT A SERIES OF LF PROJECTS, LLC

By:  \_\_\_\_\_

Name: Michael Dolan

Title: Series Manager

## Exhibit A

### Trademark Assignment

WHEREAS, Bo Peng (“Assignor”), an individual with an address of Suite 1203, 12/F., Tower2, China Hong Kong City, 33 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong is the owner of RWKV Project word mark and RWKV Project design and logo trademarks, including the applications and registrations therefor set forth in Schedule 1 attached hereto (“Trademarks”);

WHEREAS, LF Projects, LLC, a Delaware limited liability company (“Assignee”), having a place of business at 2810 N Church St, PMB 57274, Wilmington, Delaware 19802-4447 US, desires to acquire all right, title and interest in and to the Trademarks, together with the associated goodwill;

NOW, THEREFORE, pursuant to the Project Contribution Agreement entered into between the parties on September 15, 2023 and for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks worldwide, together with (i) the goodwill symbolized by said Trademarks, (ii) the business or portion of the business to which the Trademarks pertain, (iii) all registrations and applications (including intent-to-use applications) for the Trademarks.

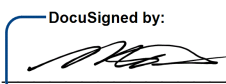
BO PENG

By: \_\_\_\_\_

Name: Bo Peng

Title: Founder of RWKV Project

LF PROJECTS, LLC

By:  \_\_\_\_\_  
314787C0ED48484...

Name: Michael Dolan

Title: Manager

9/26/2023 | 1:37 PM PDT  
Date: \_\_\_\_\_

**SCHEDULE 1**Trademark Registrations:

MARK	COUNTRY	STATUS	APP #	REG #

None.

Trademark Applications:

MARK	COUNTRY	STATUS	APP #
RWKV	China		

Unregistered Marks:

RWKV Project

Logo Marks:

The Project logo mark located at <https://wiki.rwkv.com/assets/rwkv-avatar-256p-4e6660ec.png>



each agree to assist, at Assignor's cost and expense, the RWKV Project as reasonably necessary to assign the Trademarks, Accounts and Domain Names to such other organization.

Executed as the effective date set forth above.

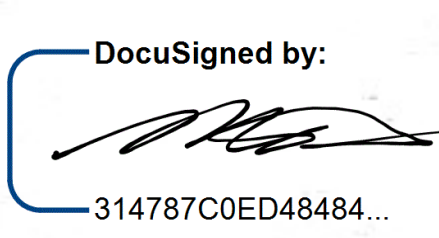
BO PENG

By: Bo Peng

Name: Bo Peng

Title: Founder of RWKV Project

LF PROJECTS, LLC

By: 

Name: Michael Dolan

Title: Manager

RWKV PROJECT A SERIES OF LF PROJECTS, LLC

By: 

Name: Michael Dolan



Date: \_\_\_\_\_