

## *Variables*

[[ENTITY NAME]] - the name of the entity the user is representing (e.g. “Company Name” or “Himself”)

[[ASSIGNEE NAME]] - the name of the assignee entity (e.g. “DAO Name” or “Himself”)

[[USER SIGNATORY NAME]] - the name of the user signing for the entity (if any)

[[USER WALLET ADDRESS]] - the Ethereum address of the person using the token mint and connected to the minting application

[[TARGET WALLET ADDRESS]] - the Ethereum address of the wallet the IP-NFT will be minted to (can be same as the user wallet address)

[[ATTACHED SPONSORED RESEARCH AGREEMENT DATE]] - the date of the legal contract for research IP & data

[[ATTACHED SPONSORED RESEARCH SUBJECT]] - the agreement for rights to research IP & data

[[IP-NFT MINTING FEE]] - the purchase price of the IP-NFT (the IP-NFT is purchased from the mint, so this purchase price is the minting fee)

[[CURRENT DATE]] - today’s date

[[IP-NFT ID]] - the token id of the IP-NFT being minted

[[IP-NFT SMART CONTRACT ADDRESS]] - the address of the IP-NFT mint itself

[[USER SIGNATORY SIGNATURE]] - the typed digital signature of the person using the token mint

[[CONNECTED WALLET SIGNATURE]] - the signed message on Ethereum by the user wallet

Between

### **ADDENDUM I – ASSIGNMENT AGREEMENT**

[[ENTITY NAME]]

[[USER SIGNATORY NAME]]

[[CONNECTED WALLET ADDRESS]]

(Hereinafter “**Assignor**”)

and

[[ASSIGNEE NAME]]  
[[TARGET WALLET ADDRESS]]  
(Hereinafter “**Assignee**”)

(Hereinafter together referred to as the "Parties")

## 1. Background and purpose

1. On [[ATTACHED SPONSORED RESEARCH AGREEMENT DATE]], the Assignor entered into an agreement related to intellectual property and data from research into the subject of [[ATTACHED SPONSORED RESEARCH SUBJECT]] (the “**Agreement**”), attached hereto.
2. The Assignor now wishes to transfer the Agreement and the commissioned research as already performed and delivered to the Assignee at [[TARGET WALLET ADDRESS]], who wishes to enter into the rights and obligations of the Agreement instead of Assignor.
3. The purpose of this addendum (the “**Addendum**”) is to stipulate the terms for Assignee’s substitution for Assignor in the Agreement in exchange for [[IP-NFT MINTING FEE]] (the “**Purchase Price**”), as well as to enable Assignee to transfer the rights and obligations of the Agreement to subsequent assignees through lawful transfer of [[IP-NFT ID]] to other entities.

## 2. Assignment of the Agreement

1. With effect as of [[TODAY’S DATE]], in exchange for payment of the Purchase Price, Assignor assigns, transfers and sets over to Assignee, and Assignee hereby accepts, assumes and takes over, all of Assignor’s rights, obligations, title and interest in and to the Agreement by way of the transfer of [[IP-NFT ID]] in the non-fungible token (NFT) collection denoted by the address [[IP-NFT SMART CONTRACT ADDRESS]].
2. The Parties to this Addendum hereinafter consent to and agree that the parties of the Agreement are the Assignor and the Assignee, as well as any future entities who take lawful possession of [[IP-NFT ID]].
3. Notwithstanding the terms set forth in Section 2.1 of this Addendum, the Parties further agree that the rights, obligations, title and interest in and to the Agreement shall be encumbered to, and travel with, [[IP-NFT ID]] such that any entity, including any subsequent assignee, in lawful possession of [[IP-NFT ID]] shall be deemed the owner of the rights, obligations, title and interest in and to the Agreement, to the extent permissible by law.
4. The Assignor warrants that it holds signatory powers to [[TARGET WALLET ADDRESS]].
5. The Assignee warrants that in the event Assignee transfers ownership of [[IP-NFT ID]] to another entity, Assignee does so in exchange for sufficient consideration from such entity, as determined by Assignee and in Assignee’s sole discretion.

6. Any future entity, including any future assignee, that avails itself to rights granted pursuant to this Addendum, including any third-party beneficiary rights, warrants that it is in lawful possession of [[IP-NFT ID]] and that such rights are conditioned upon the lawful possession of [[IP-NFT ID]] by such entity.

### **3. Assignee Right to Sublicense**

1. To the extent that Assignor has any rights to sublicense the Agreement, including but not limited to the intellectual property and data that is the subject of the Agreement, that are not assigned, transferred, and set over to Assignee pursuant to Section 2.1 of this Addendum, Assignor agrees that Assignee has complete freedom to sublicense the Agreement, including but not limited to the intellectual property and data that is the subject of the Agreement, to the extent that Assignor can lawfully authorize.

2. The Parties agree that all rights and freedom to sublicense the Agreement granted pursuant to Section 3.1 of this Addendum shall be encumbered to, and travel with, [[IP-NFT ID]], in accordance with the terms set forth in Section 2 of this Addendum.

### **4. Governing law, jurisdiction and enforcement**

1. This Addendum is governed exclusively by and shall be interpreted in accordance with the choice of law provisions set forth in the Agreement.

2. The Parties agree that any controversy, dispute or claim arising out of or in connection with this Addendum shall be resolved in accordance with any dispute resolution terms set forth in the Agreement. If no such terms exist, the Parties agree to online arbitration, in English, using JAMS, reasonably cooperating to select a single arbitrator, and following the current JAMS rules of procedure ([www.jamsadr.com](http://www.jamsadr.com)), which shall also govern if the parties are unable to select an arbitrator.

### **Signatures**

Date:  
[[CURRENT DATE]]

Date:  
[[CURRENT DATE]]

For:  
[[ENTITY NAME]]

For:  
[[CONNECTED WALLET ADDRESS]]

By:  
[[USER SIGNATORY SIGNATURE]]

By:  
[[CONNECTED WALLET SIGNATURE]]