

IP OWNER ATTESTATION + AUTHORIZATION

IP Owner Attestation & Authorization (“Attestation”)

This Attestation is provided as of **[Date]** by:

Owner Legal Name: []

Entity Type: [Individual / LLC / Corporation]

Jurisdiction: []

Address: []

Email / Phone: []

Atlas IP Holdings LLC, Indiana (“Atlas”).

1. Covered IP

This Attestation applies to the IP assets listed in:

☐ **Exhibit / Intake Schedule attached** (or “Exhibit B – IP Intake Schedule”)
and any supporting materials provided by Owner in connection with Atlas intake.

2. Ownership and Authority

Owner represents and certifies that:

1. **Ownership / Control.** Owner owns, controls, or has sufficient rights to license the Covered IP.
2. **Authority to Sign.** The undersigned is authorized to bind Owner and enter licensing/monetization arrangements regarding the Covered IP.
3. **Chain of Title.** To Owner’s knowledge, chain of title is accurate and complete as disclosed to Atlas, including inventor/author attribution and assignments.
4. **No Conflicting Grants.** Owner has not granted rights that would prevent licensing/monetization as contemplated, except as disclosed to Atlas in writing.
5. **No Undisclosed Liens.** There are no undisclosed liens, security interests, or encumbrances on the Covered IP, except as disclosed to Atlas in writing.

6. **Employment/Contract Creation.** If any Covered IP was created under employment or contractor arrangements, Owner has disclosed this and has (or will provide) invention assignment / work-for-hire documentation as applicable.

3. Prior Licenses, Obligations, and Claims

Owner certifies that Owner has disclosed (if applicable):

- any prior licenses, exclusivity terms, MFN obligations, or revenue shares;
- any government/university funding obligations (e.g., SBIR, grants) affecting rights;
- any demand letters, threatened disputes, or pending litigation/arbitration related to the Covered IP;
- any known third-party claims of ownership or infringement.

4. Trade Secret Handling (if applicable)

If the Covered IP includes trade secrets, Owner certifies that reasonable confidentiality measures have been used (e.g., NDAs, access controls, secure storage), consistent with maintaining trade secret protection.

5. Accuracy and Updates

Owner certifies that information provided to Atlas is accurate to the best of Owner's knowledge and agrees to promptly notify Atlas of any material change affecting ownership, encumbrances, disputes, or licensing rights.

6. Authorization to Verify and Package

Owner authorizes Atlas to:

- verify ownership and chain-of-title using public records (USPTO/WIPO/etc.) and reasonable diligence requests;
- communicate with Owner's identified counsel/agents/assignees solely for verification (if Owner provides contact info);
- prepare packaging materials (summaries, diagrams, deal structures) for licensing outreach consistent with the Purpose and any NDA in place.

7. Acknowledgment

Owner understands Atlas is **not a law firm** and is not providing legal advice via this Attestation.

Signed

OWNER: [Legal Name / Entity]

By: _____

Name/Title: _____

Date: _____