INTELLECTUAL PROPERTY ASSIGNMENT TO TEAM MEMBERS OF THE COURSE ICOM5016 SECTION 010 OF UNIVERSITY OF PUERTO RICO, MAYAGUEZ PRECINCT

THIS AGREEMENT is made as of the 11 day of September, 2015.

BETWEEN:

- -Enddy Gonzalez
- -Delvin Guzman
- -Victor Lugo

1. Intellectual Property Disclosure

- 1.1 **Disclosure**. The Intellectual Property Disclosure Schedule contains a list of all Intellectual Property owned, developed, commissioned, licensed or used by Social Butter, other than commercially available or off-the-shelf software.
- Although no invention has yet to be made by the collaboration of the aforementioned team members, all information created and distributed among the group personnel solely belongs to the aforementioned team members and may not be used without the accordance of the majority of the team. Any product produced by the usage of this information will belong in equal share to each of the signed recipients of this document who make up the team Social Butter.
- 1.2 **Intellectual Property Rights**. Except as set forth in the Intellectual Property Disclosure Schedule, Social Butter;
 - 1.2.1 owns the right to use all Intellectual Property
 - The aforementioned members who make up the ICOM5016 section 010 of the university of Puerto Rico, Mayaguez precinct team Social Butter are the sole beings who are allowed to use any product produced by their collaboration throughout their personal lives. Any desire to share, sell, lend, or disclose any of the information and result obtained during the process of creation and thereof must be approved through a majority vote where all team members must be present and informed of any benefit or consequences of the acceptance or refusal of the motion introduced. Any benefit received such a monetary earnings or recognition will be equally distributed throughout the members of team Social Butter.
 - 1.2.2 such Intellectual Property is sufficient in order to conduct Social Butter's business and operations;
 - 1.2.3 any use of the Intellectual Property not first approved through a majority vote of the aforementioned team members will be considered a violation of the Intellectual Property Agreement and may have legal consequences. Any third party who may have received information whose only owners are the signed recipients of this contract through illegal means must terminate all use of this information and any operations that may already be under way. Failure to comply with this order will result in a state where this third party's actions may have legal consequences.

2. Clause Statements

2.1 **Purpose**. The clauses mentioned from here on have the purpose to delegate a response or consequence to the action that the aforementioned team members may take during the process of the creation of any product agreed upon at the initial stage of the collaboration.

2.2 Clauses

2.2.1 Any team member who decides to drop the course and/or leave the collaboration of the team Social Butter loses their right to claim any intellectual property of the product created and will not participate in the equal distribution of any benefits received after the commercialization of the mentioned product.

2.2.2 The shares corresponding to any team member who has deserted for any reason they may have will be equally distributed among the remaining members of Social Butter.

Social Butter team members' signature and recipients:

Enddy Gonzalez: Devin Guzman: Victor Lugo: