

Intellectual Property Agreement

This Intellectual Property Assignment Agreement (the “Agreement”) is entered into _____ (the “Effective Date”) by and between _____ (the “Client”) located at _____ and Infinity Studios CLT (the “Service Provider”) located at 14108 Green Birch Dr, Pineville NC 28134, individually referred to as “Party” and collectively as “the Parties.”

The Parties agree to the following:

- **Intellectual Property.** The Service Provider agrees to allow to the Client the use of all present and future rights, title, and interest to all intellectual property (“Intellectual Property”) created or discovered during the course of the Parties’ engagement. Intellectual Property includes, but is not limited to, algorithms, code, concepts, developments, designs, discoveries, ideas, formulas, improvements, inventions, processes, software, trademarks, and trade secrets. Intellectual Property also includes the tangible embodiments (e.g. – drawings, notes) of any intangible items.
- **Prior Inventions.** Intellectual Property that existed and belonged to the Service Provider prior to the Parties’ engagement, for which the Client has a right, title, or interest (collectively the “Prior Inventions”) will remain the exclusive property of the Service Provider.
- **Patent and Copyright Registrations.** The Client agrees to cooperate with the Service Provider to do whatever is reasonably necessary to obtain the patents and copyrights required to secure the Service Provider’s ownership rights in the Intellectual Property. The Client will cooperate with the Service Provider during the course of the Parties’ engagement as well as after termination of this Agreement.
- **Term.** This Agreement will commence upon the Effective Date as above-stated and will remain in effect until the Client is no longer engaged with the Service Provider.
- **Following termination of this Agreement,** the Service Provider will have exclusive ownership rights to all of the Client’s post-engagement Intellectual Property that arises from or directly relates to the Client’s work with the Service Provider.
- **Data and Documents.** Upon termination of this Agreement, the Client agrees to never share nor disperse any and all tangible embodiments of the Intellectual Property, including but not limited to data, drawings, documents, and notes developed during the

- course of the Parties' engagement. The Client will not make copies or attempt to recreate the tangible embodiments.
- General.
 - Assignment. The Parties may not assign their rights and/or obligations under this Agreement.
 - Choice of Law. This Agreement will be interpreted based on the laws of the State of North Carolina, regardless of any conflict of law issues that may arise. The Parties agree that any dispute arising from this Agreement will be resolved at a court of competent jurisdiction located in the State of North Carolina.
 - Complete Contract. This Agreement constitutes the Parties' entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties.
 - Severability. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
 - Successors and Assigns. This Agreement will be binding upon the Client's successors, heirs, and assigns for the benefit of the Service Provider and the Service Provider's successors, heirs, and assigns.
 - Waiver. Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.
 - Notices. All notices pursuant to this Agreement must be sent by email with return receipt requested or certified or registered mail with return receipt requested.

All Notices shall be sent as follows:

Client

Service Provider

Infinity Studios CLT
14108 Green Birch Dr
Pineville, NC
28134