

This Intellectual Property Rights Assignment Agreement is made as of **(YOUR CONTRACT / EMPLOYMENT START DATE)** between C PORT Solutions, Inc., and _____ (Individual).

BACKGROUND

C PORT Solutions is in the business of producing and publishing commercial software solutions and mobile unified collaboration solutions. Pursuant to the C PORT Solutions Operating Agreement and Bylaws, Individual wishes to have their ideas, input and efforts (Works) related to the invention, innovation, execution and support of C PORT Solution's Products included in future releases of such software and mobile unified collaboration solutions. Individual has agreed to assign all intellectual property rights in such Works to C PORT Solutions, Inc.

DEFINITIONS

For the purposes of this Agreement, the parties agree that the following terms have these meanings:

"Intellectual Property Rights" means any legal right, including, but not limited to, copyright, trademark, or ownership rights in any "work of art", as defined by current United States Copyright law.

The parties agree as follows:

1. Assignment of Intellectual Property Rights

In exchange for attribution of Individual's Works in C PORT Solutions products to which Individual has made modifications, Individual agrees to assign to C PORT SOLUTIONS all Intellectual Property Rights in the Works.

2. No Further Remuneration

Other than as stated in Provision 1, Individual understands and agrees that they will receive no further remuneration for their Works from C PORT SOLUTIONS.

3. Warranty and Indemnification

Individual represents and warrants to C PORT SOLUTIONS that Individual has the authority to enter into this Agreement and that Individual has in no way assigned Intellectual Property Rights in the Works to any other party. Individual understands that should Individual breach such warranty, Individual agrees to indemnify C PORT SOLUTIONS and to defend C PORT SOLUTIONS against any and all third party claims, suits, demands, causes of action, liabilities and expenses (including, but not limited to, attorneys' fees and costs of defense), that may arise as a result of or in connection with Individual's breach of this Agreement.

4. No Other Relationship or Legal Interest

The parties agree that this Agreement does not create any other relationship or legal interest between the parties, including, but not limited to, any sales contract, license, title, guarantee of future work, or right to any further compensation, except as specified by this Agreement.

5. Choice of Law

The parties agree that the laws of the Fulton County in the state of Georgia govern any conflict regarding the Agreement.

6. Invalidity of Provision

The parties agree that even if a court invalidates a provision of this Agreement, the remaining Agreement provisions are still valid and remain in full effect.

7. Modification

The parties agree that no modification can be made to this Agreement without another mutual, written agreement.

8. Effect on Other Parties

The parties understand and agree that their assigns and successors are bound by this Agreement.

9. Headings

The parties understand and agree that the headings in this Agreement are included only as a matter of convenience and in no way define, limit or extend the scope of this Agreement or any of its provision.

10. Signatures

By affixing your signature below, you are agreeing to be bound to the terms of this Agreement.

For Individual

By: _____
Title _____
Date: _____

For C PORT Solutions, Inc.

By: _____
Title: _____
Date: _____