

_____ Assignment Agreement

This Assignment Agreement (“**Assignment**”) is entered into between _____ (“**You**”), an individual, DevCow Software LLC (“**DevCow**”), a Georgia organization with locations at PO Box 680233, Marietta, GA 30068, and any other parties signing below. This Assignment is effective as of the latest signature date below (“**Effective Date**”).

1. **Your Contribution.** Before you may submit your additions, improvements or modifications (Your “**Contributions**”) to the project _____ (the “**Project**”) for possible incorporation into the technology made available under the Project, you must execute this Assignment. This Assignment covers any and all Contributions that you, now or in the future (except as described in Section 2 below), voluntarily submit to the Project.

2. **Covered Entities.** If anyone else has an ownership interest or rights in your Contributions inconsistent with this Assignment (for instance, your employer if the Contribution was developed in your capacity as an employee, exclusive licensees, or third parties with a conflicting interest by virtue of a contract or by operation of law), You must obtain the signature below from an authorized representative for all such entities. In that case, the term “**Assignor**” in this Agreement will refer to You and the listed entities, collectively. If there are no other signatures below besides yours, then the term “**Assignor**” in this Agreement will refer only to You. If, in the future, You desire to submit additional Contributions in which others have an ownership interest or rights inconsistent with this Agreement and who have not signed below, then You agree to submit a new Assignment Agreement for such Contributions, executed by those other parties, together with or in advance of the submittal of such Contributions to the Project.

3. **Assignment from Assignor.** For good and valuable consideration (including without limitation the opportunity to contribute to the Project), receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and agrees to assign to DevCow its entire right, title, and interest (including all intellectual property rights) in the Contributions.

4. **Further Assistance.** At DevCow’s expense, Assignor will execute and deliver any documents and take any other actions that DevCow may request to evidence or perfect the assignment of ownership in Section 3. For example, Assignor will cooperate with DevCow in the filing and prosecution of any copyright applications that DevCow may elect to file on the Contributions. This Agreement will be binding on Assignor’s heirs, assignees, or other successors.

5. **License from DevCow.** DevCow grants You a non-exclusive license under the rights assigned to DevCow in Section 3 to use, reproduce, and promote the Contribution as the terms set forth by the Contribution.

6. **Representations and Warranties.** Each Assignor represents and warrants that (i) Assignor has full and exclusive right and power to enter into and perform according to the terms of this Agreement; (ii) Assignor is the sole (or joint, as the case may be, where there is more than one Assignor) owner of all right, title, and interest in and to any copyrights in the Contributions; (iii) the exercise of rights granted in this Agreement will not infringe or misappropriate any copyright or trade secret, nor is Assignor aware of any patents that would be infringed by contributing the Contributions to the Project or the exercise of rights under the Project License. If a signatory to this Agreement is an individual signing on behalf of another entity, the individual represents and warrants that he or she has the necessary authority to bind the listed entity to the obligations contained in this Agreement. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS SECTION 6, THE CONTRIBUTIONS PROVIDED UNDER THIS AGREEMENT ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, AND DEVCOW AND ASSIGNOR DISCLAIM AND EXCLUDE ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. **Governing Law/Jurisdiction/Attorneys’ Fees.** This Agreement shall be construed and controlled by the laws of the State of Georgia, and Assignor consents to exclusive jurisdiction and venue in the federal courts sitting in Cobb County, Georgia, unless no federal subject matter jurisdiction exists, in which case Assignor

consents to exclusive jurisdiction and venue in the Superior Court of Cobb County, Georgia. Assignor waives all defenses of lack of personal jurisdiction and forum non-conveniens. Process may be served on either party in the manner authorized by applicable law or court rule. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other expenses.

8. **Entire Agreement.** This Assignment constitutes the entire agreement between Assignor and DevCow, and supersedes any and all prior agreements or contracts, written or oral, entered into between the parties relating to the subject matter hereof.

If You and all of the entities listed above agree with the terms of this Agreement, sign and date the Agreement below, and send a fully-executed copy to DevCow.

Name ("You"): _____

Signature: _____

Date: _____

Address: _____

City/State/Country: _____

Primary email address: _____

Name: _____

Signature: _____

By: _____

Title: _____

Date: _____

Name: _____

Signature: _____

By: _____

Title: _____

Date: _____