**Intellectual Property Agreement AND ASSGNMENT**

I understand and agree to the extent any inventions, technologies, reports, memoranda, studies, writing, articles, plans, designs, specifications, exhibits, software code, or other materials prepared by me, including material subject to copyright protection (“Materials”) , regardless of whether I am a) retained by a client of The Goodkind Group, LLC (“Goodkind”) on a temporary basis, b) converted to a full time position with a client of Goodkind or hired by a client to a full time or part time position, such Materials have been specially commissioned by Goodkind and/or the client and they shall be deemed ***“work for hire”*** as such term is defined U.S. copyright law. To the extent any such Materials do not qualify as "work for hire" under applicable law, and to the extent they include material subject to copyright, patent, trade secret, or other proprietary rights protection, you hereby irrevocably and exclusively assigns to the Goodkind, its successors, and assigns, all right, title, and interest in and to all such Materials.

To the extent any of your rights in the same, including without limitation any moral rights, are not subject to assignment hereunder, you hereby irrevocably and unconditionally waive all enforcement of such rights. You agree to cooperate with Goodkind and execute and deliver such instruments and take such other actions as may be required to carry out and confirm the assignments contemplated by this paragraph and the remainder of this Agreement.

All documents, magnetically or optically encoded media, and other tangible materials created by you shall be owned by Goodkind.

**I understand that my obligation under this Agreement outlives the duration of each assignment**.

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| **AGREED TO:** |
| **Signature of Applicant:** |  |
| **Print Name:** |  |
| **Date Signed:** |  |