506470966 01/27/2021

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT6517742

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
YOUSEF KASSIM	01/21/2021
ROMMY KASSIM	01/21/2021
NADI KASSIM	01/21/2021

RECEIVING PARTY DATA

Name:	E-LEGAL, INC.
Street Address:	219 E. HOUSTON ST
Internal Address:	SUITE 200
City:	SAN ANTONIO
State/Country:	TEXAS
Postal Code:	78205

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14511697

CORRESPONDENCE DATA

Fax Number: (210)244-8944

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2102448844 Email: ip@rpsalaw.com WILLIAM H. QUIRK **Correspondent Name:** 755 E. MULBERRY AVE. Address Line 1:

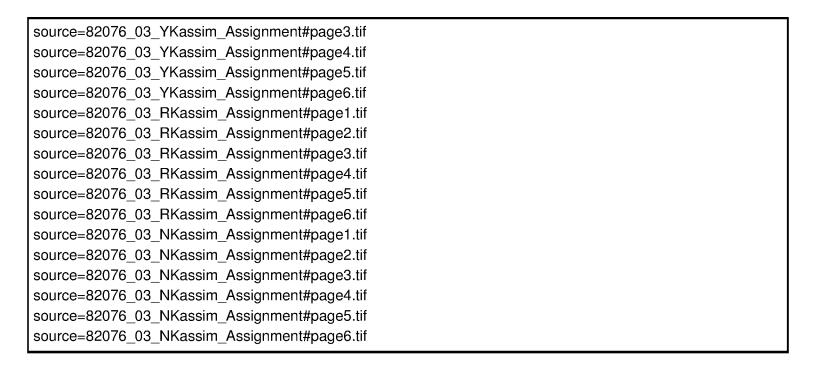
Address Line 2: SUITE 200

Address Line 4: SAN ANTONIO, TEXAS 78212

ATTORNEY DOCKET NUMBER:	82076.00003
NAME OF SUBMITTER:	WILLIAM H. QUIRK
SIGNATURE:	/William H. Quirk/
DATE SIGNED:	01/27/2021

Total Attachments: 18

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ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is effective as of January 21, 2021 ("Effective Date"), by and between Yousef Kassim ("Assignor") and E-Legal, Inc. (the "Company"). Assignor and Company are each individually referred to herein as a "Party" and, collectively, the "Parties."

BACKGROUND

- A. WHEREAS, Assignor is currently engaged to provide services to the Company and has been engaged to provide services to the Company for a period of time prior to the date hereof (such services, collectively, the "Services" and such prior time period, the "Prior Engagement Period");
- B. WHEREAS, it was the intention of the Parties that all software and other work product developed or produced by Assignor during the Prior Engagement Period, including any intellectual property therein, be the sole and exclusive property of the Company; and
- C. WHEREAS, the Parties desire to confirm and memorialize certain matters relating to the Services and the Prior Engagement Period as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Prior Services.

- (a) Assignment. Assignor acknowledges and agrees that all software and other work product developed or produced by Assignor in connection with the Services as well as all works of authorship and other copyrightable material, notes, records, drawings, designs, inventions, processes, improvements, developments, discoveries and trade secrets (collectively, "Work Product") conceived, discovered, developed or reduced to practice by Assignor, solely or in collaboration with others, during the Prior Engagement Period that relate in any manner to the business of the Company and all Intellectual Property and associated rights therein and thereto are the sole property of the Company. For purposes hereof, "Intellectual Property" means (i) United States and foreign patents, trademarks, copyrights and mask works, registrations and applications therefor, and rights granted upon any reissue, division, continuation or continuation-in-part thereof, (ii) trade secret rights arising out of the laws of any and all jurisdictions, (iii) ideas, inventions, concepts, technology, software, methods, processes, drawings, illustrations, writings know-how, show-how, trade names, domain names (including, without limitation, those listed on Schedule I hereto), web addresses and web sites, and all rights therein and thereto, (iv) any other intellectual property rights, whether or not registrable, and (v) licenses in or to any of the foregoing. Assignor further acknowledges that all Work Product that was conceived, discovered, developed or reduced to practice by Assignor (solely or jointly with others) within the scope of and during the period of Assignor's provision of Services to the Company and that are protectable by copyright are "works made for hire" as that term is defined in the United States Copyright Act. To the extent any Work Product is not deemed a "work made for hire," Assignor hereby assigns fully to the Company, free and clear of any liens or encumbrances, all Work Product and any copyrights, patents, mask work rights or other Intellectual Property rights relating thereto.
- (b) <u>Non-Use</u>. Assignor acknowledges and agrees that Assignor will not use the Work Product for any purpose whatsoever after the Effective Date of this Agreement, including without limitation in the performance of any services for any third party, and certifies that Assignor

has not used such Work Product, in each case other than for the performance of the Services on behalf of the Company.

- (c) <u>Further Assurances</u>. Assignor shall also execute such written instruments and render such other assistance as the Company shall reasonably request to obtain and maintain or defend patents, trademarks, or other forms of protection on the Work Product and other Intellectual Property relating thereto and to vest and confirm in the Company its entire right, title and interest therein. If the Company is unable for any reason to secure such Assignor's signature to any document requested by the Company under this <u>Section 1(c)</u>, such Assignor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as such Assignor's agents and attorneys-in-fact, coupled with an interest and with full power of substitution, to act for and on such Assignor's behalf and instead of such Assignor, to execute and file any such documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by such Assignor. Such Assignor shall be reimbursed by the Company for actual expenses incurred in connection with this <u>Section 1(c)</u>.
- (d) Pre-Existing Materials. Assignor hereby (i) represents and warrants that, in connection with Assignor's provision of Services during the Prior Engagement Period, Assignor did not incorporate into any Work Product any invention, improvement, development, concept, discovery or other proprietary information owned by Assignor or in which Assignor has an interest, and (ii) agrees that if, notwithstanding the foregoing, in the course of Assignor's provisions of Services, Assignor incorporated into any Work Product any invention, improvement, development, concept, discovery or other proprietary information owned by Assignor or in which Assignor has an interest, the Company is hereby granted and has and will have a nonexclusive, royalty-free, perpetual, irrevocable, transferrable, sublicensable, worldwide license to use, perform, display, make, reproduce, make derivative works, import, sell, offer for sale, license, distribute, and otherwise dispose of such invention, improvement, development, concept, discovery or other proprietary information, with the right to license such rights to others.
- (e) <u>Moral Rights</u>. Any assignment to the Company of Work Product or Intellectual Property includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "**Moral Rights**"). To the extent that Moral Rights cannot be assigned under applicable law, Assignor hereby waives and agrees not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.
- 2. <u>Consideration</u>. In consideration of the Assignor's agreements herein and for other good and valuable consideration, the Company shall pay to the Assignor a cash payment of USD [\$100.00] to be paid on the Effective Date.
- 3. <u>Warranties: Acknowledgment.</u> Assignor represents and warrants to Company that Assignor (i) has not assigned, transferred, licensed, pledged or otherwise encumbered any Work Product or agreed to do so, (ii) has full power and authority to enter into this Agreement and to make the assignment as provided in Section 1, and (iii) is not aware of any violation, infringement or misappropriation of any third party's rights (or any claim thereof) by the Work Product. Assignor acknowledges that Assignor owns no shares of stock of, options to purchase shares of stock of, or any other securities exercisable for or convertible into shares of stock of or equity securities of the Company, and does not have any right to acquire any stock or other securities of the Company.

4. <u>Confidential Information</u>. Assignor acknowledges that anything assigned to the Company pursuant to this Agreement, any other proprietary information, technical or business information or plans of the Company and the existence and terms of this Agreement, are highly confidential ("<u>Confidential Information</u>"), and shall be held in confidence and not used or disclosed by Assignor, except to the extent (i) the information is or becomes generally known to the public through lawful means and through no fault of Assignor; or (ii) such use or disclosure is otherwise expressly permitted under the terms of an agreement between Assignor and the Company governing proprietary rights and confidential information. Assignor recognizes and agrees that there is no adequate remedy at law for a breach of this <u>Section 4</u>, that such a breach would irreparably harm the Company and that the Company is entitled to equitable relief (including, without limitation, injunctive relief) with respect to any such breach or potential breach in addition to any other remedies and without any requirement to post bond.

5. Miscellaneous.

- (a) <u>Entire Agreement</u>. This Agreement constitutes the full and entire understanding and agreement between the Parties with respect to the Prior Engagement Period, and any other written or oral agreement relating to the Prior Engagement Period existing between the Parties is expressly canceled.
- (b) <u>Assignment</u>. The Company may assign its rights and delegate its duties under this Agreement. If any such assignment or delegation requires consent of, or filing with, any third party (public or private), the Parties agree to cooperate in obtaining such consent and/or making such filing. This Agreement is not assignable or transferable by Assignor without the prior written consent of the Company, and any attempt to do so in violation of this <u>Section 5(b)</u> shall be void. Subject to the foregoing, this Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer herein set forth, be binding upon Assignor, and his or her heirs, executors, administrators, successors, and assigns.
- (c) <u>Notices</u>. Any and all notices required or permitted to be given to a Party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed to provide such Party sufficient notice under this Agreement upon receipt (or refusal of receipt). All communications shall be sent to the respective Parties at the addresses set forth on the signature pages attached hereto (or at such other addresses as shall be specified by notice given in accordance with this <u>Section 5(c)</u>).
- (d) <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.
- (e) <u>Amendment; Waivers, etc.</u> No amendment or waiver of any provision of this Agreement shall be valid unless it is in writing and signed by Assignor and the Company. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time.
- (f) <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without reference to conflicts of law principles. The exclusive jurisdiction and venue of any action arising out of or related to this Agreement will be the state or federal courts in Austin, Texas, and the Parties agree and submit to the personal and exclusive jurisdiction and venue of these courts.

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IN WITNESS WHEREOF, the Partie as of the date written below.	s hereto have executed this Assignment Agreemen
	ASSIGNOR:
	YOUSEF KASSIM
	Signature: /Yousef Kassim/ Date: January 21, 2021
	THE COMPANY:
	E-LEGAL, INC.

By: /Yousef Kassim/ Yousef Kassim, CEO

Date: January 21, 2021

SCHEDULE I

EasyExpunctions.com; ArrestExpert.com

Process Patent Pending #20150212997

Background Reportcard (Trademark) Eliminator (Trademark)

Patent covered under Application No. 14/511,697

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is effective as of January 21, 2021 ("Effective Date"), by and between Rommy Kassim ("Assignor") and E-Legal, Inc. (the "Company"). Assignor and Company are each individually referred to herein as a "Party" and, collectively, the "Parties."

BACKGROUND

- A. WHEREAS, Assignor is currently engaged to provide services to the Company and has been engaged to provide services to the Company for a period of time prior to the date hereof (such services, collectively, the "Services" and such prior time period, the "Prior Engagement Period");
- B. WHEREAS, it was the intention of the Parties that all software and other work product developed or produced by Assignor during the Prior Engagement Period, including any intellectual property therein, be the sole and exclusive property of the Company; and
- C. WHEREAS, the Parties desire to confirm and memorialize certain matters relating to the Services and the Prior Engagement Period as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Prior Services.

- (a) Assignment. Assignor acknowledges and agrees that all software and other work product developed or produced by Assignor in connection with the Services as well as all works of authorship and other copyrightable material, notes, records, drawings, designs, inventions, processes, improvements, developments, discoveries and trade secrets (collectively, "Work Product") conceived, discovered, developed or reduced to practice by Assignor, solely or in collaboration with others, during the Prior Engagement Period that relate in any manner to the business of the Company and all Intellectual Property and associated rights therein and thereto are the sole property of the Company. For purposes hereof, "Intellectual Property" means (i) United States and foreign patents, trademarks, copyrights and mask works, registrations and applications therefor, and rights granted upon any reissue, division, continuation or continuation-in-part thereof, (ii) trade secret rights arising out of the laws of any and all jurisdictions, (iii) ideas, inventions, concepts, technology, software, methods, processes, drawings, illustrations, writings know-how, show-how, trade names, domain names (including, without limitation, those listed on Schedule I hereto), web addresses and web sites, and all rights therein and thereto, (iv) any other intellectual property rights, whether or not registrable, and (v) licenses in or to any of the foregoing. Assignor further acknowledges that all Work Product that was conceived, discovered, developed or reduced to practice by Assignor (solely or jointly with others) within the scope of and during the period of Assignor's provision of Services to the Company and that are protectable by copyright are "works made for hire" as that term is defined in the United States Copyright Act. To the extent any Work Product is not deemed a "work made for hire," Assignor hereby assigns fully to the Company, free and clear of any liens or encumbrances, all Work Product and any copyrights, patents, mask work rights or other Intellectual Property rights relating thereto.
- (b) <u>Non-Use</u>. Assignor acknowledges and agrees that Assignor will not use the Work Product for any purpose whatsoever after the Effective Date of this Agreement, including without limitation in the performance of any services for any third party, and certifies that Assignor

has not used such Work Product, in each case other than for the performance of the Services on behalf of the Company.

- (c) <u>Further Assurances</u>. Assignor shall also execute such written instruments and render such other assistance as the Company shall reasonably request to obtain and maintain or defend patents, trademarks, or other forms of protection on the Work Product and other Intellectual Property relating thereto and to vest and confirm in the Company its entire right, title and interest therein. If the Company is unable for any reason to secure such Assignor's signature to any document requested by the Company under this <u>Section 1(c)</u>, such Assignor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as such Assignor's agents and attorneys-in-fact, coupled with an interest and with full power of substitution, to act for and on such Assignor's behalf and instead of such Assignor, to execute and file any such documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by such Assignor. Such Assignor shall be reimbursed by the Company for actual expenses incurred in connection with this <u>Section 1(c)</u>.
- (d) Pre-Existing Materials. Assignor hereby (i) represents and warrants that, in connection with Assignor's provision of Services during the Prior Engagement Period, Assignor did not incorporate into any Work Product any invention, improvement, development, concept, discovery or other proprietary information owned by Assignor or in which Assignor has an interest, and (ii) agrees that if, notwithstanding the foregoing, in the course of Assignor's provisions of Services, Assignor incorporated into any Work Product any invention, improvement, development, concept, discovery or other proprietary information owned by Assignor or in which Assignor has an interest, the Company is hereby granted and has and will have a nonexclusive, royalty-free, perpetual, irrevocable, transferrable, sublicensable, worldwide license to use, perform, display, make, reproduce, make derivative works, import, sell, offer for sale, license, distribute, and otherwise dispose of such invention, improvement, development, concept, discovery or other proprietary information, with the right to license such rights to others.
- (e) <u>Moral Rights</u>. Any assignment to the Company of Work Product or Intellectual Property includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "**Moral Rights**"). To the extent that Moral Rights cannot be assigned under applicable law, Assignor hereby waives and agrees not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.
- 2. <u>Consideration</u>. In consideration of the Assignor's agreements herein and for other good and valuable consideration, the Company shall pay to the Assignor a cash payment of USD [\$100.00] to be paid on the Effective Date.
- 3. <u>Warranties: Acknowledgment.</u> Assignor represents and warrants to Company that Assignor (i) has not assigned, transferred, licensed, pledged or otherwise encumbered any Work Product or agreed to do so, (ii) has full power and authority to enter into this Agreement and to make the assignment as provided in Section 1, and (iii) is not aware of any violation, infringement or misappropriation of any third party's rights (or any claim thereof) by the Work Product. Assignor acknowledges that Assignor owns no shares of stock of, options to purchase shares of stock of, or any other securities exercisable for or convertible into shares of stock of or equity securities of the Company, and does not have any right to acquire any stock or other securities of the Company.

4. <u>Confidential Information</u>. Assignor acknowledges that anything assigned to the Company pursuant to this Agreement, any other proprietary information, technical or business information or plans of the Company and the existence and terms of this Agreement, are highly confidential ("<u>Confidential Information</u>"), and shall be held in confidence and not used or disclosed by Assignor, except to the extent (i) the information is or becomes generally known to the public through lawful means and through no fault of Assignor; or (ii) such use or disclosure is otherwise expressly permitted under the terms of an agreement between Assignor and the Company governing proprietary rights and confidential information. Assignor recognizes and agrees that there is no adequate remedy at law for a breach of this <u>Section 4</u>, that such a breach would irreparably harm the Company and that the Company is entitled to equitable relief (including, without limitation, injunctive relief) with respect to any such breach or potential breach in addition to any other remedies and without any requirement to post bond.

5. Miscellaneous.

- (a) <u>Entire Agreement</u>. This Agreement constitutes the full and entire understanding and agreement between the Parties with respect to the Prior Engagement Period, and any other written or oral agreement relating to the Prior Engagement Period existing between the Parties is expressly canceled.
- (b) <u>Assignment</u>. The Company may assign its rights and delegate its duties under this Agreement. If any such assignment or delegation requires consent of, or filing with, any third party (public or private), the Parties agree to cooperate in obtaining such consent and/or making such filing. This Agreement is not assignable or transferable by Assignor without the prior written consent of the Company, and any attempt to do so in violation of this <u>Section 5(b)</u> shall be void. Subject to the foregoing, this Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer herein set forth, be binding upon Assignor, and his or her heirs, executors, administrators, successors, and assigns.
- (c) <u>Notices</u>. Any and all notices required or permitted to be given to a Party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed to provide such Party sufficient notice under this Agreement upon receipt (or refusal of receipt). All communications shall be sent to the respective Parties at the addresses set forth on the signature pages attached hereto (or at such other addresses as shall be specified by notice given in accordance with this <u>Section 5(c)</u>).
- (d) <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.
- (e) <u>Amendment; Waivers, etc.</u> No amendment or waiver of any provision of this Agreement shall be valid unless it is in writing and signed by Assignor and the Company. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time.
- (f) <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without reference to conflicts of law principles. The exclusive jurisdiction and venue of any action arising out of or related to this Agreement will be the state or federal courts in Austin, Texas, and the Parties agree and submit to the personal and exclusive jurisdiction and venue of these courts.

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IN WITNESS WHEREOF, the Partie as of the date written below.	s hereto have executed this Assignment Agreement
	ASSIGNOR:
	ROMMY KASSIM
	Signature: /Rommy Kassim/
	Date: January 21, 2021
	THE COMPANY:
	E-LEGAL, INC.
	By: /Yousef Kassim/
	Yousef Kassim, CEO

Date: January 21, 2021

SCHEDULE I

EasyExpunctions.com; ArrestExpert.com

Process Patent Pending #20150212997

Background Reportcard (Trademark) Eliminator (Trademark)

Patent covered under Application No. 14/511,697

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is effective as of January 21, 2021 ("Effective Date"), by and between Nadi Kassim ("Assignor") and E-Legal, Inc. (the "Company"). Assignor and Company are each individually referred to herein as a "Party" and, collectively, the "Parties."

BACKGROUND

- A. WHEREAS, Assignor is currently engaged to provide services to the Company and has been engaged to provide services to the Company for a period of time prior to the date hereof (such services, collectively, the "Services" and such prior time period, the "Prior Engagement Period");
- B. WHEREAS, it was the intention of the Parties that all software and other work product developed or produced by Assignor during the Prior Engagement Period, including any intellectual property therein, be the sole and exclusive property of the Company; and
- C. WHEREAS, the Parties desire to confirm and memorialize certain matters relating to the Services and the Prior Engagement Period as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Prior Services.

- (a) Assignment. Assignor acknowledges and agrees that all software and other work product developed or produced by Assignor in connection with the Services as well as all works of authorship and other copyrightable material, notes, records, drawings, designs, inventions, processes, improvements, developments, discoveries and trade secrets (collectively, "Work Product") conceived, discovered, developed or reduced to practice by Assignor, solely or in collaboration with others, during the Prior Engagement Period that relate in any manner to the business of the Company and all Intellectual Property and associated rights therein and thereto are the sole property of the Company. For purposes hereof, "Intellectual Property" means (i) United States and foreign patents, trademarks, copyrights and mask works, registrations and applications therefor, and rights granted upon any reissue, division, continuation or continuation-in-part thereof, (ii) trade secret rights arising out of the laws of any and all jurisdictions, (iii) ideas, inventions, concepts, technology, software, methods, processes, drawings, illustrations, writings know-how, show-how, trade names, domain names (including, without limitation, those listed on Schedule I hereto), web addresses and web sites, and all rights therein and thereto, (iv) any other intellectual property rights, whether or not registrable, and (v) licenses in or to any of the foregoing. Assignor further acknowledges that all Work Product that was conceived, discovered, developed or reduced to practice by Assignor (solely or jointly with others) within the scope of and during the period of Assignor's provision of Services to the Company and that are protectable by copyright are "works made for hire" as that term is defined in the United States Copyright Act. To the extent any Work Product is not deemed a "work made for hire," Assignor hereby assigns fully to the Company, free and clear of any liens or encumbrances, all Work Product and any copyrights, patents, mask work rights or other Intellectual Property rights relating thereto.
- (b) <u>Non-Use</u>. Assignor acknowledges and agrees that Assignor will not use the Work Product for any purpose whatsoever after the Effective Date of this Agreement, including without limitation in the performance of any services for any third party, and certifies that Assignor

has not used such Work Product, in each case other than for the performance of the Services on behalf of the Company.

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- (d) Pre-Existing Materials. Assignor hereby (i) represents and warrants that, in connection with Assignor's provision of Services during the Prior Engagement Period, Assignor did not incorporate into any Work Product any invention, improvement, development, concept, discovery or other proprietary information owned by Assignor or in which Assignor has an interest, and (ii) agrees that if, notwithstanding the foregoing, in the course of Assignor's provisions of Services, Assignor incorporated into any Work Product any invention, improvement, development, concept, discovery or other proprietary information owned by Assignor or in which Assignor has an interest, the Company is hereby granted and has and will have a nonexclusive, royalty-free, perpetual, irrevocable, transferrable, sublicensable, worldwide license to use, perform, display, make, reproduce, make derivative works, import, sell, offer for sale, license, distribute, and otherwise dispose of such invention, improvement, development, concept, discovery or other proprietary information, with the right to license such rights to others.
- (e) <u>Moral Rights</u>. Any assignment to the Company of Work Product or Intellectual Property includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "**Moral Rights**"). To the extent that Moral Rights cannot be assigned under applicable law, Assignor hereby waives and agrees not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.
- 2. <u>Consideration</u>. In consideration of the Assignor's agreements herein and for other good and valuable consideration, the Company shall pay to the Assignor a cash payment of USD [\$100.00] to be paid on the Effective Date.
- 3. <u>Warranties: Acknowledgment.</u> Assignor represents and warrants to Company that Assignor (i) has not assigned, transferred, licensed, pledged or otherwise encumbered any Work Product or agreed to do so, (ii) has full power and authority to enter into this Agreement and to make the assignment as provided in Section 1, and (iii) is not aware of any violation, infringement or misappropriation of any third party's rights (or any claim thereof) by the Work Product. Assignor acknowledges that Assignor owns no shares of stock of, options to purchase shares of stock of, or any other securities exercisable for or convertible into shares of stock of or equity securities of the Company, and does not have any right to acquire any stock or other securities of the Company.

4. <u>Confidential Information</u>. Assignor acknowledges that anything assigned to the Company pursuant to this Agreement, any other proprietary information, technical or business information or plans of the Company and the existence and terms of this Agreement, are highly confidential ("<u>Confidential Information</u>"), and shall be held in confidence and not used or disclosed by Assignor, except to the extent (i) the information is or becomes generally known to the public through lawful means and through no fault of Assignor; or (ii) such use or disclosure is otherwise expressly permitted under the terms of an agreement between Assignor and the Company governing proprietary rights and confidential information. Assignor recognizes and agrees that there is no adequate remedy at law for a breach of this <u>Section 4</u>, that such a breach would irreparably harm the Company and that the Company is entitled to equitable relief (including, without limitation, injunctive relief) with respect to any such breach or potential breach in addition to any other remedies and without any requirement to post bond.

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- (c) <u>Notices</u>. Any and all notices required or permitted to be given to a Party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed to provide such Party sufficient notice under this Agreement upon receipt (or refusal of receipt). All communications shall be sent to the respective Parties at the addresses set forth on the signature pages attached hereto (or at such other addresses as shall be specified by notice given in accordance with this <u>Section 5(c)</u>).
- (d) <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.
- (e) <u>Amendment; Waivers, etc.</u> No amendment or waiver of any provision of this Agreement shall be valid unless it is in writing and signed by Assignor and the Company. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time.
- (f) <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without reference to conflicts of law principles. The exclusive jurisdiction and venue of any action arising out of or related to this Agreement will be the state or federal courts in Austin, Texas, and the Parties agree and submit to the personal and exclusive jurisdiction and venue of these courts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties as of the date written below.	s hereto have executed this Assignment Agreement
	ASSIGNOR:
	NADI KASSIM
	Signature: /Nadi Kassim/
	Date: January 21, 2021
	•
	THE COMPANY:
	E-LEGAL, INC.
	By:/Yousef Kassim/
	Yousef Kassim, CEO

Date: January 21, 2021

SCHEDULE I

EasyExpunctions.com; ArrestExpert.com

Process Patent Pending #20150212997

Background Reportcard (Trademark) Eliminator (Trademark)

Patent covered under Application No. 14/511,697

PATENT REEL: 055043 FRAME: 0682

RECORDED: 01/27/2021