

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7066824

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOHN NEHMATALLAH	11/12/2020
RECEIVING PARTY DATA	
Name:	ZENCHIP PRIME CORP.
Street Address:	921 WESTCLIFFE DR.,
City:	WINTER GARDEN
State/Country:	FLORIDA
Postal Code:	34787
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8666860
CORRESPONDENCE DATA	
Fax Number:	(650)989-2131
<i>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.</i>	
Phone:	6503906434
Email:	docketing@legalforcelaw.com
Correspondent Name:	LEGALFORCE RAPC WORLDWIDE
Address Line 1:	446 E SOUTHERN AVE.,
Address Line 4:	TEMPE, ARIZONA 85282
ATTORNEY DOCKET NUMBER:	00320.00001G
NAME OF SUBMITTER:	VINITA BHOMIA
SIGNATURE:	/Vinita Bhomia/
DATE SIGNED:	12/10/2021
Total Attachments: 13	
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November 12, 2020

International Monetary Specialists, LLC
Transfer of Share Interests

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Whereas, by virtue of an Agreement for Assignment (transfer) of Company Share Interests, John Nehmatallah ("Nehmatallah") became the sole owner of 100% of the share interests in International Monetary Specialists, LLC ("IMS" or "Company") including the Patent #8666860 in February 2018 and

Whereas, Joseph Hughes, ("Hughes") CEO of ZenChip PRIME, Corp, by reason of his and their specialized expertise in cryptocurrency, software development, patent examination and general IT expertise, represents a valuable resource to IMS that the current holder of the 100% interest is unable to compensate and not currently capable of paying for the developmental costs associated with the deployment of that expertise, so as to expeditiously monetize the Intellectual property and opportunities available to the company; and

Wherefore, in recognition of the symbiosis of the respective skill sets, and the expansion of the opportunity base because of this transaction, and in further recognition of the inability of the Company or John Nehmatallah personally to adequately compensate Hughes for his contributions, the parties find it in their respective best interests to provide Hughes with an equity position with the Company as well as the sole assignment of the patent #8666860 to ZenChip PRIME Corp. It is also agreed that this will both provide an equitable return to Hughes for his contribution, but further he will become immediately more "invested" in the long-term success of the Company and give ZenChip PRIME Corp. the ability to complete their (Transactional) Platform.

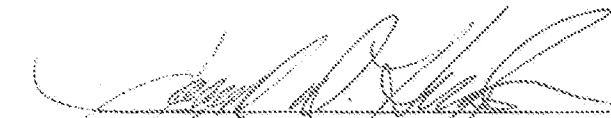
NOW THEREFORE the parties agree as follows:

1. Effective as of November 12, 2020, Nehmatallah shall transfer on the books of the Company, 100% of the shares in the Company to ZenChip PRIME Corp. a Florida Corporation and will remain the property of this entity as per this agreement set forth.
2. This transfer and patent assignment shall be noted in the minutes of the Company as of this date.
3. Hughes shall become a Member of the Company subject to the restrictions set out below.
4. This transfer is subject to the alienation on transfer restriction; to wit: these shares are to be held by Hughes or his heirs but may not be transferred without the express written consent of the other interest holders in the Company.
5. The shares may not be pledged as collateral for any debt, that might expose the shares to seizure, forfeiture or other judicia process.
6. If the shares are successfully executed against by a third party, such process shall invalidate the profit share rights attached to the share interest.

SW *JK*

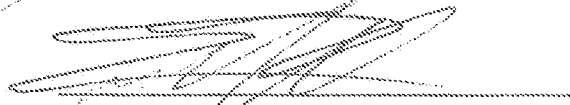
7. By virtue of this transfer, 100% of all profits earned and retained after ordinary expenses (including repayment of sums owed to carry the company forward to profitability) will be distributable to Hughes by the Manager of the Company.
8. These distributions shall be in the nature of a dividend or simply a profit share from the Company.
9. This interest and the payments called for herein are separate and apart from any work for hire relationship that Hughes may maintain, and the compensation paid out in that relationship.
10. Any existing subcontract work for hire or agreements maybe adjusted to reflect the understanding set out herein.
11. The 100% interest shall be subject to any and all agreements with third parties that impact the responsibilities of the Company, senior to the rights of Members of the Company to compensation for either work done, or profits earned.

This instrument is intended to supersede any prior agreements on the same subject. This Agreement may only be amended by a written agreement executed by all subscribers hereto:



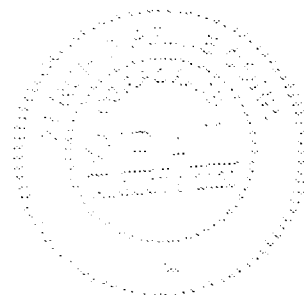
Joseph Hughes

Date: 11/12/2020



John Nehmatallah

Date: 11/12/2020



AGREEMENT FOR TRANSFER AND ASSIGNMENT OF PATENT

THIS AGREEMENT DATED FOR REFERENCE THE 12TH DAY OF NOVEMBER 2020.

BETWEEN:

MR. JOHN NEHMATALLAH MANAGING MEMBER OF INTERNATIONAL MONETARY SPECIALISTS, LLC, a corporation existing under the laws of the State Florida, existing at 3700 34th St. Suite 302, Orlando, Florida 32805

(herein called "Assignor")

AND: Mr. JOSEPH D. HUGHES CEO OF ZENCHIP PRIME CORP., a corporation existing under the laws of the State of Florida with its executive office at 921 Westcliffe Dr., Winter Garden, FL 34787

(herein collectively called "Assignee")

WHEREAS:

A. The Assignor owns certain software and intellectual property, including specific patents, both issued and pending, more particularly described, and defined in Section 1.1.n.

B. The Assignor and the Assignee wish to enter into an assignment agreement whereby the Assignor transfers and assigns all property rights to and associated with patent of patents and related intellectual property rights, more particularly described below as "IMS IP."

C. The Assignor has agreed to grant Assignee this transfer and Assignment under the terms and conditions as set forth in this Assignment Agreement.

NOW THEREFORE in consideration of the promises and the respective covenants, agreements representations, warranties and indemnities of the parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the parties hereto covenant and agree as follows:

1. DEFINED TERMS

1.1 For the purposes of this Agreement, unless the context otherwise requires, the following terms will have the respective meanings set out below and grammatical variations of such terms will have corresponding meanings:

- (a) "Effective Date" shall mean the later of the date first written above or the date of the last signature completing the execution of this Agreement.
- (b) "IMS IP" shall mean the IMS Patents, and all intellectual property of the Assignor related thereto.
- (c) "Patent Life" shall mean the time the IMS Patent is valid and has not expired, including any patent extensions or maintenance.
- (d) "IMS PATENT" shall mean International Monetary Specialists to provide a comprehensive solution for electronic currency conversions and reporting to their customers. [See scheduled description as Attachment "A"] The patents discussed above are more fully described as:

- (i) US Patent # US 8,666,860 B2 Titled "METHOD AND SYSTEM FOR CURRENCY EXCHANGE BY POINT OF CONVERSION"; issued on Mar. 4, 2014

2. GRANT OF ASSIGNMENT

- 2.1 Subject to Assignee's performance of the payment obligations and declaration obligations set forth in Article 3, the Assignor hereby grants, transfers and assigns to the Assignee, effective as of the Effective Date and until end of the Patent Life, all legal rights to the patents and other intellectual property more fully described herein.

3. PAYMENT TERMS:

- 3.1 In consideration of the rights assigned to Assignee under Article 2 herein above, Assignee agrees to pay Assignor consideration as set out below. All payments under this agreement are exclusive of sales taxes, withholding and other taxes and VAT, if applicable. In the case of any sales tax or similar tax should apply to any such payment, the required amount of such tax shall be payable by the Assignee in addition to such payment.

- 3.2 Declaration and Payment: Assignee shall make payments, in accordance with the following:

- (a) Assignor is the owner of separate patent rights and other intellectual property, related to both the crypto currency industry and to the processing, monitoring, reporting, and documenting of financial transactions over the internet.

- (i) There is a perceived symbiosis in the consolidation in ownership of the properties owned by Assignor and Assignee in dealing with entities nationally and internationally, that are currently using or may in the future use the patented technology owned by the parties hereto. Whether in enforcement of property rights or in the forward negotiation with entities for licensing agreements, the parties agree that the consolidation of ownership strengthens the position of the parties. Claim charts on the total package of intellectual property rights is perceived to come with more force than individual claims and demands, where some adverse parties may argue inapplicability of one item of patent or intellectual property, and not the other.

- (b) Assignee, in consideration of the transfer and assignment of the patent and any other intellectual property rights detailed, described, and defined herein agrees:

- (i) To relieve indebtedness of IMS Company owed to ZENCHIP PRIME CORP. A Florida Corporation, via Mr. Joseph D. Hughes from his investment and in work for hire to John Nehmatallah Managing Member of International Monetary Specialists, LLC.

- (ii) This transfer of intellectual properties shall be immediately posted on the corporate books of ZENCHIP PRIME CORP. Florida

- 3.3 In an effort to maximize the value of the intellectual property, for the benefit of both parties, it is anticipated that Assignee will issue a press release announcing the acquisition of the intellectual property from Assignor once granted by the USPTO.

4. OWNERSHIP

4.1 Assignee upon full compliance with the terms of this Assignment shall be the exclusive legal owner of 100% of the intellectual property transferred and assigned herein.

5. EXISTING ACTIONS AND CLAIMS

5.1 Assignor is currently involved in discussions and negotiations involving other entities, including but not limited to FXCM Cambridge Mercantile Exchange, and Verified Smart in which Assignor is using this intellectual property and they have been testing or using patented technology and other intellectual property owned by Assignor (and technologies have been transferred to Assignee by these presents). Assignor and Assignee agree, as directed by counsel for the best common interests of both parties to continue to allow use of the patent for their mutual interest. (See Attachments B and D)

5.2 The parties hereto agree to act in concert to defend and preserve the intellectual property herein assigned.

5.3 Except as set forth in this article, Assignor disclaims all warranties, express or implied, including warranty of non-infringement, warranties of merchantability and fitness for a particular purpose, arising out of this Agreement and the rights provided hereunder.

5.4 In no event shall either Party be liable under this Agreement for any indirect, special, or consequential damages including, but not limited to, lost profits or demands against the other Party by any person, or other commercial loss. Assignor shall have no obligation to maintain or enforce any of the Assigned IP, except as provided for above.

6. INDEMNIFICATION, REMEDIES, SURVIVAL

6.1 Agreement of Assignor to Indemnify

(a) Assignor will indemnify, defend, and hold harmless, to the full extent of the law, for a period of five years from the termination of the License Agreement, the Assignee and its shareholders from, against, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by the Assignee and its shareholders by reason of, resulting from, based upon or arising out of:

(i) the breach by Assignor of any representation or warranty of Assignor contained in or made pursuant to this Assignment Agreement, any Assignor document or any certificate or other instrument delivered pursuant to this Assignment Agreement; or

(ii) the breach or partial breach by Assignor of any covenant or agreement of Assignor made in or pursuant to this Assignment Agreement, any Assignor document or any certificate or other instrument delivered pursuant to this Assignment Agreement.

6.2 Agreement of Assignee to Indemnify

(a) Assignee will indemnify, defend, and hold harmless, to the full extent of the law, for a period of five years from the termination of this Assignment Agreement, the Assignor from, against, for, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by Assignor by reason of, resulting from, based upon or arising out of:

- (i) the breach by Assignee of any representation or warranty of Assignee contained in or made pursuant to this Assignment Agreement, any Assignee document or any certificate or other instrument delivered pursuant to this Assignment Agreement; or
- (ii) the breach or partial breach by Assignee of any covenant or agreement of Assignee made in or pursuant to this Agreement, any Assignee document or any certificate or other instrument delivered pursuant to this Assignment Agreement.

7. CURRENCY, TAXES AND REFUNDABILITY

- 7.1 All monetary payments under this Agreement will be payable in US Dollars. In the event any withholding or similar taxes are due in respect of any payments hereunder, the amount of such payments shall be grossed up such that the Assignor shall receive the same amount as if such withholding or similar taxes had not applied. Assignee shall pay any sales tax, withholding or similar taxes in a timely manner and shall promptly provide Assignor with a receipt evidencing such payment. Any payment made under this Agreement shall be non-refundable in any and all cases, for example, in case of, but not limited to, termination of the Agreement before the termination date.

8. ASSIGNMENT

- 8.1 Assignee shall in any approved event have the sole right to additionally assign this Agreement or any of its rights and obligations hereunder to any firm or corporation, including in case of acquisition, merger, consolidation of Assignee with or transfer of assets to another corporation, for a period of no more than five (5) years from the date of execution, without the prior written consent of Assignor.
- 8.2 This Agreement shall be binding upon and inure to any corporation or other legal entity, with which Assignor may be merged or consolidated, or to the benefit of the assignee of the assets of Assignor to which this Agreement relates. Otherwise, this Agreement may be assigned by Assignor to any corporation directly or indirectly majority owned or controlled by, or under the same control as Assignor.

9. REPRESENTATIONS AND WARRANTIES OF THE ASSIGNOR

- 9.1 The Assignor represents and warrants to the Assignee to the best of his knowledge, with the intent that the Assignee will rely thereon in entering into this Assignment Agreement and in concluding the transactions contemplated hereby, as follows:
- (a) Assignor warrants that the use of the Licensed IP as intended through this Assignment Agreement, does not infringe upon the rights of third parties.
 - (i) Assignee has been previously provided a copy of the agreement between ZENCHIP PRIME CORP. Florida and its Members, Directors or Officers being Joseph D. Hughes CEO, Judy Lamont Secretary and Randy Gruber COO for a profit-sharing agreement of 10% of the revenues from the Patent in perpetuity for life of the net profit (using generally accepted accounting principles for the owners of the IP.

- (ii) John Golding, Jayson Lopez and Joshua Trent therefore have no colorable claims to this profit share with respect to the use of this IP and have waived their right to exercise any future claims to the patent or its respective future proceeds.
 - (iii) Assignee, by acceptance of this assignment and transfer, accepts is subject to the claims and profit share and royalty provisions of that agreement.
 - (iv) The duties and obligations of Assignor, to maintain transparency in the receipt of revenues and deduction of reasonable expenses in order to calculate "profits" to be divided, shall become the duties and responsibilities of Assignee.
- (b) Assignor warrants that the Assigned IP is valid, maintained, and enforceable towards third parties worldwide, as more fully described in the description of the IP herein, and that steps are currently underway to preserve and protect the described IP, which efforts have been disclosed to Assignee.
- (c) The execution and delivery of this Assignment Agreement and the completion of the transactions contemplated hereby have been duly and validly authorized by all necessary limited liability company action on the part of the Assignor, and this Assignment Agreement constitutes a valid and binding obligation of the Assignor enforceable against the Assignor in accordance with its terms; except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction;
- (d) Neither the execution and delivery of this Assignment Agreement nor the performance of the Assignor's obligations hereunder will:
- (i) violate or constitute default under any order, decree, judgment, statute, by-law, rule, regulation, or restriction applicable to the Assignor, the Assigned IP, or any contract, agreement, instrument, covenant, mortgage, or security, to which the Assignor is a party, or which are binding upon the Assignor.
 - (ii) to the knowledge of the Assignor, result in any fees, duties, taxes, assessments, penalties, or other amounts becoming due or payable by the Assignee under any sales tax legislation.
 - (iii) give rise to the creation or imposition of any encumbrance on the Licensed IP.
 - (iv) violate or constitute default under any license, permit, approval, consent or authorization held by the Assignor; or
 - (v) violate or trigger any liability on behalf of the Assignee pursuant to any legislation governing the licensing of the Licensed IP by the Assignor.
- (e) *I John Nehmatullah Swear that I (The Assignor) owns and possesses and has good and marketable title to the IMS IP free and clear of all encumbrances of every kind and nature whatsoever.*
- (f) No person other than the Assignee has any written or oral agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase or acquisition from the Assignor of any of the Licensed IP.

- (i) Assignor is not under contract with any exclusive patent license agreement, active or otherwise whereby the IP described herein has not been licensed to any "Entity" for use in its online platform. This Agreement shall constitute an assignment of that License Agreement to any approved Licensee or Assignee. This assignment of that license agreement is in consideration of Assignee continuing to collect and remit to Assignor the royalties earned and collected from an "Entity" during the term of that assignment. For tax purposes, it is intended that this payment from Assignee to Assignor of the revenue realized by enforcement of the existing non-exclusive patent agreement or defined as a pass through as if the payment had been made directly from "Entity" to Assignor.
- (ii) Assignor currently has a no exclusive active patent license agreement. It is intended that this Assignment and transfer agreement shall supersede any other agreements.
- (g) There are no actions, suits, proceedings, investigations, complaints, orders, directives, or notices of defect or noncompliance by or before any court, governmental or domestic commission, department, board, tribunal, or authority, or administrative, licensing, or regulatory agency, body, or officer issued, pending, or to the best of the Assignor's knowledge threatened against or affecting the Assignor or in respect of the Licensed IP.
- (h) There is no requirement applicable to the Assignor to make any filing with, give any notice to or to obtain any license, permit, certificate, registration, authorization, consent or approval of any governmental or regulatory authority as a condition to the lawful consummation of the transactions contemplated by this Agreement.

10. REPRESENTATIONS OF THE ASSIGNEE

- 10.1 The Assignee represents and warrants to the Assignor as follows, with the intent that the Assignor will rely thereon in entering into this License Agreement and in concluding the transactions contemplated hereby, that:
- (a) The Assignee is a corporation duly incorporated, validly existing, and in good standing under the laws of State of Florida and has the power, authority, and capacity to enter into this Assignment Agreement and to carry out its terms.
 - (b) The execution and delivery of this Assignment Agreement and the completion of the transactions contemplated hereby has been duly and validly authorized by all necessary corporate action on the part of the Assignee, and this Agreement constitutes a valid and binding obligation of the Assignee enforceable against the Assignee in accordance with its terms; except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction;
 - (c) There is no requirement for the Assignee to make any filing with, give any notice to or obtain any license, permit, certificate, registration, authorization, consent or approval of, any government or regulatory authority as a condition to the lawful consummation of the transactions contemplated by this Assignment Agreement;
 - (d) Neither the execution and delivery of this Assignment Agreement nor the performance of the Assignee's obligations hereunder will violate or constitute a default under the constituting documents, by-laws, or articles of the Assignee, any order, decree, judgment,

statute, by-law, rule, regulation, or restriction applicable to the Assignee, or any contract, agreement, instrument, covenant, mortgage, or security to which the Assignee is a party, or which are binding upon the Assignee.

11. NON-MERGER

11.1 The representations, warranties, covenants, and agreements of the parties contained herein and those contained in the documents and instruments delivered pursuant hereto or in connection herewith will survive the Closing Date and the term of this Assignment Agreement, and notwithstanding the completion of the transactions contemplated hereby, the waiver of any condition contained herein (unless such waiver expressly releases the Assignor of such representation, warranty, covenant, or agreement), or any investigation by the Assignee, same will remain in full force and effect.

12. DISCLAIMER OF AGENCY

12.1 This Agreement shall not constitute either Party as the legal representative or agent of the other, nor shall either Party have the right, or authority, to assume, create or incur any liability or any obligation of any kind, express or implied against or in the name of or on behalf of the other Party.

13. SUCCESSORS AND ASSIGNS

13.1 This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

14. COUNTERPARTS

14.1 This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument.

15. NOTICES

15.1 Any notice required or permitted to be given under this Agreement will be in writing and may be given by personal service or by prepaid registered mail and addressed to the proper party or transmitted by electronic facsimile generating proof of receipt of transmission at the address of the applicable party first stated above. Service by email to which a receipt is generated showing delivery shall also be acceptable service.

15.2 All the notices or communications shall be addressed to the following:

If to ASSIGNOR:

INTERNATIONAL MONETARY SPECIALISTS, LLC
Address: 3700 34th St. Suite 302
City: Orlando
State: Florida
Zip: 32805

With a copy to
John Nehmatallah
Address: 3700 34th St. Suite 302

City: Orlando
State: Florida
Zip: 32805

With a copy to
Joseph Hughes
Address: 921 Westcliffe Dr.
City: Winter Garden
State: Florida
Zip: 34787

If to ASSIGNEE:

Mr. Joseph Hughes - CEO
ZENCHIP PRIME CORP. Florida
921 Westcliffe Dr.
Winter Garden, FL 34787

15.3 Change of Contact Information. Contact person or at such other addresses and to such other persons as shall be furnished from time to time in writing by the Party entitled to receive such notices and communications, and such communications shall be deemed to have been given as of the date so delivered or mailed.

16. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under current or future effective laws, all other provisions hereof shall remain in full force and effect.

17. CLOSING DATE

Closing date shall be on the 12th day of November 2020.

18. ACCOUNTING PRINCIPLES

Except as otherwise stated, any reference in this Assignment Agreement to generally accepted accounting principles refers to generally accepted accounting principles that have been established in the United States of America, including those approved from time to time by the American Institute of Certified Public Accountants or any successor body thereto.

19. TIME OF ESSENCE

Time will be of the essence of this Assignment Agreement.

20. NUMBER, GENDER AND PERSONS

In this Assignment Agreement, words importing the singular number only will include the plural and vice versa, words importing gender will include all genders and words importing persons will include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities of any kind whatsoever.

21. SCHEDULES

The following Schedules are attached to and form part of this Assignment Agreement: All terms defined in the body of this Assignment Agreement will have the same meaning in the Schedule attached hereto.

Schedule "A" - Description of Patents

22. APPLICABLE LAW AND ATTORNEY FEES

- 22.1 This Assignment Agreement will be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties will be governed by, the laws of the State of Florida and the federal laws of United States applicable therein, and each party irrevocably and unconditionally submits to the jurisdiction of the courts of State of Florida, competent to hear actions or appeals there from and waives, so far as is legally possible, its right to have any legal action relating to this Assignment Agreement tried by a jury.
- 22.2 The substantially prevailing party in arbitration or in any judicial or administrative action or proceeding arising under or in connection with this Agreement will be entitled to reimbursement from the other party for its reasonable costs and attorneys fees, including those on appeal, and including without limitation, the cost at the hourly charges routinely charged by the person providing the services, the time of legal assistants, secretarial and clerical overtime, and fees and expenses of experts retained by counsel

23. SECTIONS AND HEADINGS

The division of this Assignment Agreement into Articles, sections and subsections and the insertion of headings are for convenience of reference only and will not affect the interpretation of this Assignment Agreement. Unless otherwise indicated, any reference in this Assignment Agreement to an Article, section, subsection, or Schedule refers to the specified Article, section or subsection of or Schedule to this Assignment Agreement.

24. INTEGRATION, AMENDMENTS AND MODIFICATIONS

This Agreement and its attachments contain the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior agreements and understandings, written or oral, of the parties with respect thereto. For the avoidance of doubt, this Agreement shall have no effect on any other agreement between any member of the IMS and Assignee, which shall remain in full force and effect in accordance with their terms. There are no representations, warranties, covenants, or agreements, except as herein set forth. No modification, alteration, amendment or waiver of any term or covenant of this Agreement shall be valid unless made in writing and signed by an authorized representative of each Party.

Nothing in this Agreement or any related agreement connected herewith shall be construed as: (i) creating any obligation or any expectation on the part of either Party to enter into a business relationship with the other Party; (ii) creating any partnership or any other legal entity between the Parties; (iii) creating an obligation to furnish any manufacturing or technical information or assistance; (iv) prohibiting or discouraging any Party from filing or supporting oppositions or any similar proceedings against any Licensed IP or other patents of the other Party or challenging the validity thereof; (v) restraining or discouraging competition among the Parties or any other entities in any market.

25. CONFIDENTIALITY

The parties agree to maintain discussions and proprietary information revealed pursuant to this agreement in confidence, to disclose them only to persons within their respective organizations having a need to know, and to furnish assurances to the other party that such persons understand this duty on confidentiality.

26. REFERENCE DATE

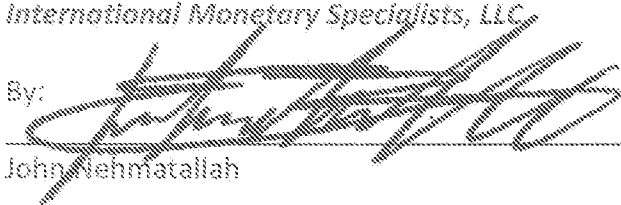
This Agreement is dated for reference as of the date first above written but will become binding as of the date of execution and delivery by all parties hereto and subject to compliance with the terms and conditions hereof, the transfer and possession of the Licensed IP will be deemed to take effect as at the close of business on the Closing Date. References herein to the date of the Agreement or to the date hereof shall be deemed to mean the date set forth in the preamble to this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives.

AGREED AND ACCEPTED BY:

International Monetary Specialists, LLC

By:

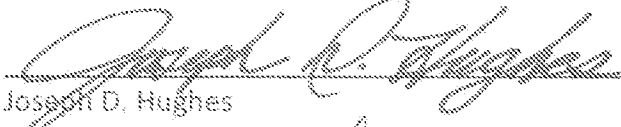


John Nehmatallah

Date: 11/12/2020

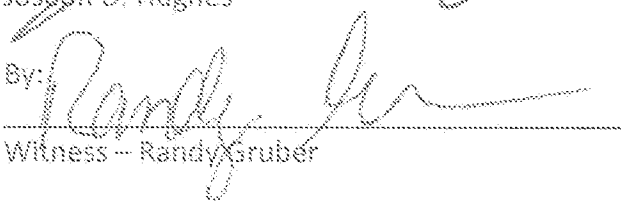
ZENCHIP PRIME CORP. Florida

Joseph D. Hughes



Date: 11/12/2020

By:



Date: 11/12/2020

Witness -- Randy Gruber

