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Introduction and Purpose

Introduction

This Invention Assignment Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, a United States company with address at 23 Main St, Anytown, CA 90210 ("Assignee"), and Acme, Inc, a United States business entity, with address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("Assignor").

Purpose of Agreement

The purpose of this Agreement is to set forth the terms and conditions under which Assignor will assign to Assignee all of its rights, title, and interest in and to the Invention. The "Invention" means the new widget design, as fully described in Exhibit A attached to this Agreement. Through this assignment, Assignee will become the sole owner of the Invention and all associated intellectual property rights.

Definitions

For the purposes of this Invention Assignment Agreement, the following terms shall have the meanings set forth below:

Invention

"Invention" means the new widget design, including all related concepts, ideas, embodiments, and improvements, whether or not patentable, conceived, developed, or reduced to practice by ACME-1. This includes all related documentation, prototypes, and know-how.

Assignment

"Assignment" refers to the transfer of all rights, title, and interest in the Invention from ACME-1 to DocuPal Demo, LLC, as detailed in this agreement.



Confidential Information

"Confidential Information" includes, but is not limited to, any and all technical, financial, and commercial information of either party disclosed to the other, either directly or indirectly, in writing, orally, or by inspection of tangible objects. This also covers information related to the Invention, including its design, specifications, and manufacturing processes.

Assignment of Invention Rights

ACME-1 irrevocably assigns to Docupal Demo, LLC, all rights, title, and interest in and to the Invention. This includes, but is not limited to, all patents, patent applications, copyrights, trade secrets, and other intellectual property rights related to the widget design.

Scope of Assignment

This Assignment covers all inventions, whether or not patentable, copyrightable, or protectable as trade secrets, that ACME-1 conceives, develops, or reduces to practice, either solely or jointly with others, that relate to the widget design. The assigned rights extend to all countries and territories worldwide.

Future Inventions

This Assignment includes not only the current widget design but also any future improvements, modifications, or derivative works related to the widget design that ACME-1 may create.

Formalizing Ownership

To formalize Docupal Demo, LLC's ownership, ACME-1 agrees to execute all documents and take all actions necessary or desirable to assist Docupal Demo, LLC in securing, maintaining, and enforcing its rights in the Invention. This includes, without limitation, executing assignments, declarations, and other documents required for filing patent applications or registering copyrights. Docupal Demo, LLC will record this Assignment with the relevant intellectual property offices to ensure its full legal effect.



Inventor Representations and Warranties

ACME-1 represents and warrants the following to DocuPal Demo, LLC:

Ownership and Authority

ACME-1 possesses the full right, power, and authority to enter into this Agreement and to assign the Invention as contemplated herein. ACME-1 warrants that it has not previously assigned, licensed, or otherwise encumbered its rights to the Invention in any manner that would conflict with the terms of this Agreement.

Non-Infringement

ACME-1 warrants that, to the best of its knowledge, the Invention does not infringe upon or violate any patent, copyright, trade secret, or other intellectual property right of any third party.

Indemnification

ACME-1 shall indemnify, defend, and hold harmless DocuPal Demo, LLC, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any breach of the foregoing representations and warranties, or any claim that the Invention infringes upon or violates any intellectual property right of any third party.

Confidentiality and Non-Disclosure

ACME-1 acknowledges that during the course of this Agreement, it may have access to confidential information belonging to Docupal Demo, LLC. This information includes, but is not limited to, technical specifications, business plans, and customer data related to the Invention.



Scope of Confidential Information

Both parties agree that the definition of confidential information extends to any data or insights that provide a competitive advantage or are not generally known to the public.

Non-Disclosure Obligations

ACME-1 agrees to hold all Confidential Information in strict confidence and not to disclose such information to any third party without the prior written consent of Docupal Demo, LLC. This obligation of confidentiality will continue for a period of five (5) years from the effective date of this Agreement.

Exceptions

The obligations of confidentiality outlined in this section will not apply to information that: (a) is or becomes publicly available through no fault of ACME-1; or (b) is independently developed by ACME-1 without use of or reference to the Confidential Information.

ACME-1 may disclose Confidential Information if required by law, provided that it gives Docupal Demo, LLC prompt written notice of such requirement prior to disclosure and assists Docupal Demo, LLC in obtaining an order protecting the information from public disclosure.

Obligations to Assist with Patent Filings

Acme, Inc. agrees to provide all necessary assistance to DocuPal Demo, LLC to secure patent protection for the invention. This includes providing documentation and any other help reasonably requested by DocuPal Demo, LLC.

Cooperation Timeline

Acme, Inc. will cooperate fully with DocuPal Demo, LLC within 30 days of any request for assistance related to patent filings. This ensures timely progression of the patent application process.



Term and Termination

Term

This Agreement will become effective on August 9, 2025, and will continue perpetually.

Termination

This Agreement may be terminated by either party if the other party commits a material breach of any provision of this Agreement. Termination will be effective 30 days after written notice is provided to the breaching party, unless the breaching party cures the breach within that 30-day period.

Miscellaneous Provisions

Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

Dispute Resolution

Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in a location agreed upon by both parties or, if no agreement can be reached, in a location determined by the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties.

Amendments

This Agreement may be amended only by a written instrument signed by both parties. Any amendment must be clear, concise, and explicitly refer to the specific provisions of this Agreement being amended. No modification or waiver of any provision shall be effective unless in writing and signed by both parties.



Signatures and Execution

This Invention Assignment Agreement shall become effective as of the date of the last signature below.

Execution

To acknowledge their agreement to the terms and conditions outlined herein, both parties have executed this Invention Assignment Agreement through their duly authorized representatives.

DocuPal Demo, LLC

Signature:	
Name:	
Title:	
Date:	2025-08-09

DocuPal Demo, LLC 23 Main St, Anytown, CA 90210 United States

Acme, Inc

Signature:	
Name:	
Title:	
Date:	2025-08-09

Acme, Inc 3751 Illinois Avenue, Wilsonville, Oregon - 97070 United States

Notarization

This agreement requires notarization to be fully executed.

