

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Agreement") is entered into as of 2020-02-17, between Halcyon Data Systems Corp. ("Assignor") and Clearwater Capital Management LP ("Assignee").

Section 1. Assignment

For good and valuable consideration of \$650,000, receipt of which is hereby acknowledged, Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all right, title, and interest in and to the following intellectual property relating to machine learning software and related algorithms:

Assigned IP: Trademarks + Copyrights + Patents
Patent Application No. (if applicable): US12120503

Section 2. Scope

The assignment includes all worldwide rights, including the right to file, prosecute, maintain, enforce, license, and sublicense the Assigned IP, and all income therefrom.

Section 3. Representations and Warranties of Assignor

Section 3.1. Assignor represents and warrants that:

- (a) Assignor is the sole and exclusive owner of the Assigned IP, free and clear of all liens, encumbrances, and adverse claims;
- (b) Assignor has full right, power, and authority to make this assignment;
- (c) The Assigned IP does not infringe any third-party intellectual property rights;
- (d) No claim has been made challenging Assignor's ownership of the Assigned IP.

Section 4. Further Assurances

Assignor shall execute all documents and take all actions reasonably requested by Assignee to perfect and record the assignment in all applicable jurisdictions.

Section 5. Governing Law

This Agreement is governed by the laws of the State of Delaware.

Halcyon Data Systems Corp. (Assignor)

By: _____

Clearwater Capital Management LP (Assignee)

By: _____