

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Agreement") is entered into as of 2024-07-27, between Orion Healthcare Systems LLC ("Assignor") and Sterling Digital Media LLC ("Assignee").

Section 1. Assignment

For good and valuable consideration of \$600,000, 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: Trade Secrets + Patents

Patent Application No. (if applicable): US10998839

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.

Orion Healthcare Systems LLC (Assignor)

By: _____

Sterling Digital Media LLC (Assignee)

By: _____