

## VOLUNTEER'S ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS VOLUNTEER'S ASSIGNMENT OF INTELLECTUAL PROPERTY ("Agreement") is made and entered into as of this 12th day of November, 2015 (the "Effective Date"), by and between YOU ("Volunteer") and CMMI Institute, LLC ("CMMI Institute").

A. Volunteer provided and continues to provide certain services to CMMI Institute (the "Services") related to its CMMI Product Suite and/or its DMM Product Suite (collectively, the "Project").

B. In consideration thereof, Volunteer may get access to certain processes and methodologies of the Project (under his or her review), which may be novel and challenging.

C. Volunteer wishes to assign to CMMI Institute all intellectual property relating to the Project under the terms and conditions set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Ownership. Volunteer hereby assigns to CMMI Institute Volunteer's entire right, title and interest in and to, and Volunteer hereby represents and warrants that Volunteer owns, co-owns, originated and/or jointly originated (a) all Intellectual Property that was, or will be, made, conceived, or developed by Volunteer, in whole or in part, alone or jointly with others, in connection with the Services or the Project, and (b) any Intellectual Property Rights arising thereof. "Intellectual Property" means all inventions, improvements, enhancements, suggestions, ideas, concepts, techniques, know-how, software or other works of authorship, developments, processes, whether or not copyrightable or patentable. "Intellectual Property Rights" means all forms of intellectual property rights and protections that may be obtained for, or may pertain to, the Intellectual Property and shall include, without limitation, all right, title and interest in and to (i) all trade secrets, and all trade secret rights and equivalent rights arising under the common law, state law, federal law and laws of foreign countries; (ii) all copyrights other literary property or author's rights, whether or not protected by copyright, under common law, state law, federal law and laws of foreign countries; (iii) all Letters Patent and all filed, pending or potential applications for Letters Patent, and (iv) all proprietary indicia, trademarks, tradenames, symbols, logos and/or brand names under common law, state law, federal law and laws of foreign countries.

2. Confidentiality. Volunteer shall hold all Confidential Information related to the Project in confidence, and shall not, directly or indirectly, in any way use, copy, transfer, or disclose any such Confidential Information to any third party. "Confidential Information" includes, among other things, (a) all Intellectual Property related to or arising from the Project or the Services, (b) any information which Volunteer learns through Volunteer's review of any of CMMI's processes and methodologies to which Volunteer receives access pursuant to this Agreement, and (c) any other confidential or proprietary information related to the Project, the Services, or relating to CMMI Institute's affairs and its business.

3. Miscellaneous. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to any conflict-of-laws rule or principle that might result in the application of the laws of another jurisdiction. This Agreement constitutes the entire and only understanding and agreement between the parties hereto with respect to the subject matter hereof.

By accepting the Agreement electronically (by return email or otherwise), each of the parties hereby becomes bound by the provisions thereof, as of the date set forth in the introductory paragraph thereof.

Intending to be legally bound:

VOLUNTEER  
And  
CMMI INSTITUTE, LLC