

ASSIGNMENT AND TRANSFER AGREEMENT

This Assignment and Transfer Agreement (“**Agreement**”) is made as of July 15th, 2019 (“**Effective Date**”) between AllStarLink Inc., a Florida non-profit corporation with 501c3 status (“**Assignee**”), and Sheri Orloff (“**Assignor**”). In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. Definitions

1.1 “**Assigned Property**” means the property listed in **Exhibit A** and all Intellectual Property and Intellectual Property Rights forming a part of, embodied in, or necessary for use of the property.

1.2 “**Intellectual Property**” means all technology and intellectual property, regardless of form, including without limitation: published and unpublished works of authorship, including without limitation audiovisual works, collective works, computer programs, compilations, databases, derivative works, literary works, maskworks, and sound recordings (“**Works of Authorship**”); inventions and discoveries, including without limitation articles of manufacture, business methods, compositions of matter, improvements, machines, methods, and processes and new uses for any of the preceding items (“**Inventions**”); words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, product designs, and product features (“**Trademarks**”); and information that is not generally known or readily ascertainable through proper means, whether tangible or intangible, including without limitation algorithms, customer lists, ideas, designs, formulas, know-how, methods, processes, programs, prototypes, systems, and techniques (“**Confidential Information**”).

1.3 “**Intellectual Property Rights**” means all rights in, arising out of, or associated with Intellectual Property in any jurisdiction, including without limitation: rights in, arising out of, or associated with Works of Authorship, including without limitation rights in maskworks and databases and rights granted under the Copyright Act (“**Copyrights**”); rights in, arising out of, or associated with Inventions, including without limitation rights granted under the Patent Act (“**Patent Rights**”); rights in, arising out of, or associated with Trademarks, including without limitation rights granted under the Lanham Act (“**Trademark Rights**”); rights in, arising out of, or associated with Confidential Information, including without limitation rights granted under the Uniform Trade Secrets Act (“**Trade Secret Rights**”); rights in, arising out of, or associated with a person’s name, voice, signature, photograph, or likeness, including without limitation rights of personality, privacy, and publicity (“**Personality Rights**”); rights of attribution and integrity and other moral rights of an author (“**Moral Rights**”); and rights in, arising out of, or associated with domain names (“**Domain Name Rights**”).

2. **Assignment.** Assignor hereby perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns, all of Assignor’s right, title, and interest in and to the Assigned Property. Assignor further perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns all claims for past, present and future infringement or misappropriation of the Intellectual Property

Rights included in the Assigned Property, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement misappropriation prior to the Effective Date as well as the right to grant releases for past infringements. Assignor hereby waives and agrees not to enforce all Moral Rights and all Personality Rights that Assignor may have in the Assigned Property.

3. Consideration. In consideration for assignments made by Assignor under this Agreement, Assignee will pay Assignor \$1 (one dollar).

4. Indemnification. Assignee will defend, indemnify, and hold harmless Assignor from and against all losses, liabilities, and costs including, without limitation, reasonable attorneys' fees, expenses, penalties, judgments, claims and demands of every kind and character that Assignor may incur, suffer, or be required to pay arising out of, based upon, or by reason of assignment of the Assigned Property.

4.1 Power of Attorney. If at any time Assignee is unable, for any reason, to secure Assignor's signature on any letters patent, copyright, or trademark assignments or applications for registrations, or other documents or filings pertaining to any or all of the Assigned Property, whether because of Assignor's unwillingness, or for any other reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on its behalf and stead to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by Assignor.

5. Miscellaneous

5.1 Governing Law and Jurisdiction. This Agreement will be governed by, and construed in accordance with, the laws of the State of California.

5.2 Severability. If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Agreement.

5.3 Entire Agreement. This Agreement is the entire agreement concerning the subject matter hereof. It supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the parties.

6. Transfer of Jim Dixon's FCC Ham Call Sign WB6NIL

6.1 Assignor, the undersigned heir of Jim Dixon, has no objections and supports a request that the FCC transfer the call sign WB6NIL to the Allstarlink ham radio club.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Sheri Orloff [Assignor]

AllStarLink Inc. [Assignee]

Sheri Orloff

Sheri Orloff

By: *Todd Lesser*

Printed Name: Todd Lesser

Title: Secretary

EXHIBIT A

PROPERTY

1. The following domain names:
allstarlink.com, allstarlink.net, allstarlink.org, bsdtelephony.net, duuuude.com,
lambdatel.com, zapatatelephony.com, zapatatelephony.org, and ofaa.org
2. IP addresses: 192.77.144.0/24, 192.83.199.0/24, 192.152.115.0/24, 192.206.124.0/24,
198.49.251.0/24, 198.178.225.0/24, 198.183.206-0 – 198.183.209.255, 206.82.140.0/21
3. ASN Numbers: AS6950, AS6985
4. MIPL software
5. Any and all Allstarlink software and any associated hardware, ham or internet network components necessary to operate the Allstarlink network, source code, and all modifications thereto, and registration server.
6. Zaptel/DADHI and app_rpt software
7. Trademark rights to Allstarlink and MIPL