

# IP ASSIGNMENT AGREEMENT

DURHAM LLC

This IP Assignment Agreement (this “IP Assignment Agreement”) is entered into as of April 15, 2026 (the “Signature Date”), by and between (1) Sanoj Allen (the “Managing Member”) and (2) William Groves (the “Non-Managing Member”), for the benefit of SHEP LLC, a New York limited liability company (the “Company”). This IP Assignment Agreement becomes effective upon the Company’s formation under the laws of the State of New York (the “Effective Date”).

## 1. DEFINITIONS

“**Company**” means Durham LLC, a New York limited liability company.

“**Founder IP**” means all SHEP-related intellectual property and technology developed by the Managing Member prior to the Effective Date.

“**Work Product**” means any inventions, works of authorship, code, documentation, analyses, designs, and other work product created by the Non-Managing Member (alone or with others) for the Company in connection with the SHEP Business during the term of the Non-Managing Member’s involvement with the Company.

“**Operating Agreement**” means the Operating Agreement of the Company dated on or about the Signature Date.

## 2. ASSIGNMENT BY MANAGING MEMBER (FOUNDER IP)

The Managing Member hereby assigns to the Company all of the Managing Member’s right, title, and interest in and to the Founder IP, including the Company’s software (including all source code and object code), repositories, prompts and prompt templates, scoring rubrics, evaluation criteria, model configurations, user flows, product requirements and specifications, documentation, databases and database schemas, training/evaluation datasets to the extent owned by the Managing Member, trademarks and trade names used for SHEP to the extent owned by the Managing Member, domain names and social handles to the extent owned by the Managing Member, website content, marketing copy, and any other works of authorship or inventions used in or relating to the SHEP Business.

The Managing Member intends this IP Assignment Agreement to satisfy applicable signed-writing requirements for intellectual property assignments. The foregoing assignment of Founder IP is subject to any re-assignment required under Section 14 of the Operating Agreement upon a qualifying dissolution of the Company.

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**3. ASSIGNMENT BY NON-MANAGING MEMBER (WORK PRODUCT)**

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To the extent permitted by law, any Work Product that qualifies as a work made for hire will be deemed a work made for hire for the Company. To the extent any Work Product does not so vest automatically in the Company, the Non-Managing Member hereby assigns, and agrees to assign, to the Company any and all right, title, and interest in and to such Work Product, to the extent permitted by law and the Non-Managing Member's third-party obligations.

The Non-Managing Member represents that the Non-Managing Member will not use any third-party or employer confidential information or resources in performing services or providing input to the Company, and that such contributions will be made on the Non-Managing Member's own time and equipment, unless otherwise agreed in writing by the Company.

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**4. FURTHER ASSURANCES**

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Each of the Managing Member and the Non-Managing Member will execute such additional documents and take such further actions as the Company may reasonably request to confirm, record, perfect, or enforce the assignments described in this IP Assignment Agreement.

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**5. MISCELLANEOUS**

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This IP Assignment Agreement will be governed by the laws of the State of New York, without regard to conflict-of-law rules, and may be executed in counterparts (including electronically), each of which will be deemed an original.

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**SIGNATURES**

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**MANAGING MEMBER:**

Name: Sanoj Allen

Date: 4/15/2026

**NON-MANAGING MEMBER:**

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Name: William Groves

Date: \_\_\_\_\_