

# Project Contribution Agreement

## Physical Risk & Resilience Tools

This Contribution Agreement (“Agreement”) is effective as of \_\_\_\_\_ by and among LF Projects, LLC, a Delaware series limited liability company (“Assignee”), having its place of business at 2810 N Church St, PMB 57274, Wilmington, Delaware 19802-4447 US, Physical Risk & Resilience Tools a Series of LF Projects, LLC (“Series”), having its place of business at 2810 N Church St, PMB 57274, Wilmington, Delaware 19802-4447 US, and [ASSIGNOR], a [STATE] corporation (“Assignor”), having its place of business at [\_\_\_\_\_].

- 1) **Background.** Assignor is the owner of the Physical Risk & Resilience Tools word mark and Physical Risk & Resilience Tools design and logo marks, including any applications and registrations therefor set forth in Schedule 1 to the Assignment attached hereto as Exhibit A (collectively, the “Trademarks”). Assignor wishes to assign the rights to such Trademarks to Assignee in connection with the establishment of Physical Risk & Resilience Tools as the Series.
- 2) **Assignment of Trademarks.** For good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee, its successors and assigns, in perpetuity all rights, title and interest as Assignor may possess, anywhere in the world, in and to the Trademarks, together with (i) the goodwill symbolized by said Trademarks, (ii) the business or portion of the business to which the Trademarks pertain, (iii) all registrations and applications (including intent-to-use applications) for the Trademarks pursuant to the Assignment attached hereto as Exhibit A.
- 3) **Assignment of Accounts.** For good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Series, its successors and assigns, in perpetuity all rights, title and interest as Assignor may possess, anywhere in the world, in and to:
  - a) any registered accounts that either (i) incorporate any Trademark or (ii) are used by, or relied upon, by the project (including, without limitation, social media and GitHub accounts (including ), collectively the “Accounts”); and
  - b) any top-level domain names and all related registrations leveraged by Physical Risk & Resilience Tools that incorporate any Trademark (collectively, the “Domain Names”).
- 4) **Assistance.** Assignor will assist each of Assignee and Series as reasonably necessary to secure, perfect, maintain or evidence the rights hereby transferred. Assignor hereby appoints James Zemlin as Assignor’s attorney-in-fact to execute all documents on behalf of Assignor and its employees for this limited purpose pursuant to the Power of Attorney attached hereto as Exhibit B. To the best knowledge of Assignor, neither the execution or performance of this Agreement will violate the terms of any agreement between the Assignor and any third

party.

Executed as the effective date set forth above.

[ASSIGNOR]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LF PROJECTS, LLC

By: \_\_\_\_\_

Name: Michael Dolan

Title: Manager

PHYSICAL RISK & RESILIENCE TOOLS A SERIES OF LF PROJECTS, LLC

By: \_\_\_\_\_

Name: Michael Dolan

Title: Series Manager



**Exhibit A**

**Trademark Assignment**

WHEREAS, [ASSIGNOR] (“Assignor”), having its place of business at \_\_\_\_\_ is the owner of Physical Risk & Resilience Tools word mark and Physical Risk & Resilience Tools design and logo trademarks, including the applications and registrations therefor set forth in Schedule 1 attached hereto (“Trademarks”);

WHEREAS, LF Projects, LLC, a Delaware limited liability company (“Assignee”), having a place of business at 2810 N Church St, PMB 57274, Wilmington, Delaware 19802-4447 US, desires to acquire all right, title and interest in and to the Trademarks, together with the associated goodwill;

NOW, THEREFORE, pursuant to the Project Contribution Agreement entered into between the parties on the \_\_\_\_\_ and for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks worldwide, together with (i) the goodwill symbolized by said Trademarks, (ii) the business or portion of the business to which the Trademarks pertain, (iii) all registrations and applications (including intent-to-use applications) for the Trademarks.

[ASSIGNOR]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LF PROJECTS, LLC

By: \_\_\_\_\_

Name: Michael Dolan

Title: Manager

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

## SCHEDULE 1

### Trademark Registrations:

MARK	COUNTRY	STATUS	APP #	REG #

### Trademark Applications:

MARK	COUNTRY	STATUS	APP #

### Unregistered Marks:

Physical Risk & Resilience Tools

### Logo Marks:

The project logo mark or marks located at the following URL:

<https://drive.google.com/file/d/1D0L5ZUw4PM0jFIsCDm2iwM3-ZBPCi0n0/view?usp=sharing>

Exhibit B

Limited Power of Attorney

[ASSIGNOR], a [STATE] corporation (“SHORTNAME”), having its place of business at [ADDRESS] USA, hereby appoints James Zemlin, Executive Director of LFP, Inc., the sole member of LF Projects, LLC, as [SHORTNAME]’s attorney-in-fact and authorizes him to execute all documents on behalf of [SHORTNAME] and its employees for the limited purpose of securing, perfecting, maintaining or evidencing the rights in the Trademarks assigned by [SHORTNAME] to LF Projects, LLC pursuant to the Trademark Assignment entered into between [SHORTNAME] and LF Projects, LLC on the \_\_\_\_\_.

[ASSIGNOR]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Notarization: