

**ZITAR HOLDINGS LLC**  
**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

**PARTIES**

**Assignor:** Caden Zitar, an individual residing in the State of Arizona ("Assignor")

**Assignee:** Zitar Holdings LLC, an Arizona limited liability company ("Company")

**EFFECTIVE DATE**

This Intellectual Property Assignment Agreement ("Agreement") is effective as of the date of formation of Zitar Holdings LLC as recorded with the Arizona Corporation Commission. The parties acknowledge that Assignor has been the sole developer of the Software described herein since its inception, and that this Agreement is intended to vest all intellectual property rights in the Software in the Company from the date of the Company's formation.

**BACKGROUND**

Caden Zitar is the original and sole developer of a digital staff management software platform known as "All Staff" (the "Software"), including all associated source code, object code, algorithms, databases, user interfaces, documentation, modules, and features, including but not limited to the Proprietary Incident Tracker. Caden Zitar desires to assign all right, title, and interest in the Software to Zitar Holdings LLC, to be held as a primary asset of the Company for commercial development and exploitation.

**ASSIGNMENT OF INTELLECTUAL PROPERTY**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns, transfers, and conveys to the Company all right, title, and interest in and to the Software and all associated intellectual property, including:

- (a) All copyrights and copyright registrations, whether registered or unregistered;
- (b) All trade secrets and proprietary know-how embodied in or related to the Software;
- (c) All patent rights, if any, existing or future, related to the Software;
- (d) All derivative works, enhancements, and improvements developed by Assignor prior to the Effective Date;
- (e) All documentation, design files, and technical specifications related to the Software;
- (f) All rights to sue for past, present, and future infringement of any of the foregoing;
- (g) All goodwill associated with the Software and any related trade names or marks.

**REPRESENTATIONS AND WARRANTIES**

Assignor represents and warrants that:

- (a) Assignor is the sole and exclusive owner of the Software and has full right and authority to assign the Software to the Company;
- (b) The Software was developed solely by Assignor and no other individual or entity has any claim of ownership, contribution, or equity interest in the Software;

- (c) The Software does not, to Assignor's knowledge, infringe upon any third-party intellectual property rights;
- (d) There are no outstanding agreements, liens, encumbrances, or claims against the Software that would impair the Company's ownership;
- (e) Assignor has not previously assigned, transferred, or licensed the Software to any third party in a manner that would conflict with this Agreement;
- (f) No other person or entity, including but not limited to any municipal employees, government personnel, or informal business associates, has any ownership interest, equity claim, or intellectual property right in the Software by virtue of their involvement in its testing, deployment, or promotion.

## **CONSIDERATION**

In consideration for the assignment of the Software, the Company agrees to issue to Assignor a membership interest in the Company as set forth in the Company's Operating Agreement. The parties agree that the Software represents a significant capital contribution by Assignor to the Company and that the membership interest issued reflects the fair value of the assigned intellectual property.

## **EXISTING USE ARRANGEMENTS**

Assignor discloses that the Software is currently being used on a pilot basis by the City of Chandler Aquatics Department under an informal free-use arrangement. The Company hereby acknowledges this arrangement and agrees to honor its terms until such time as a formal written agreement is executed between the Company and the City of Chandler. The Company assumes all rights and responsibilities with respect to this arrangement upon execution of this Agreement.

## **FURTHER ASSURANCES**

Assignor agrees to execute any additional documents, instruments, or agreements reasonably requested by the Company to perfect, record, or enforce the Company's ownership of the Software, including any copyright registration applications, patent filings, or assignment recordation with the U.S. Copyright Office or USPTO. Assignor waives any moral rights or rights of attribution with respect to the Software to the extent permitted by applicable law.

## **FUTURE DEVELOPMENT**

Any enhancements, updates, derivative works, or new features developed by Assignor for or on behalf of the Company following the Effective Date shall automatically be deemed works made for hire owned by the Company, or if not qualifying as works made for hire, shall be assigned to the Company pursuant to the terms of this Agreement without additional consideration.

## **ACQUISITION AND TRANSFER**

The Company shall have the right to sell, transfer, license, or otherwise dispose of the Software and all associated intellectual property as part of a merger, acquisition, asset sale, or other transaction, subject to the terms of the Company's Operating Agreement. Any such transaction shall not require the further consent of Assignor in his capacity as individual Assignor under this Agreement.

**GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of law provisions. Any disputes arising under this Agreement shall be resolved in the courts of Maricopa County, Arizona.

**ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the assignment of the Software and supersedes all prior discussions, understandings, and agreements relating thereto. This Agreement may only be amended by a written instrument signed by both parties.


**SIGNATURES**

By signing below, the parties agree to the terms of this Intellectual Property Assignment Agreement.

  
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Caden Zitar, Assignor (Individual)

Date: 4/12/2024

  
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Caden Zitar, Member/Manager

On Behalf of: Zitar Holdings LLC (Assignee)

Date: 4/12/2026