

EXCLUSIVE LICENSE TO OWNER OF INVENTION NFT

WHEREAS, MindMiner, Inc., is a corporation, organized and existing under the laws of the State of Colorado and the United States of America, having an address of 1600 Stout St., Suite 500, Denver, CO 80202 (hereinafter referred to as “LICENSOR”) is the assignee of the inventive subject matter contained in Exhibit A as attached hereto (hereinafter referred to as the “INVENTIVE SUBJECT MATTER”) and included in United States Provisional Patent Application as described in Exhibit B, and wishes to provide an exclusive license to make, use and/or sell the inventive subject matter (hereinafter referred to as the “EXCLUSIVE LICENSE”) to the owner of a particular non-fungible token, defined as a unit of data stored on a digital ledger called a blockchain that certifies an asset to be unique and therefore not interchangeable, minted by LICENSOR and identified as described in EXHIBIT C (hereinafter referred to as the “INVENTION NFT”) by to ascribe the EXCLUSIVE LICENSE and optionally other rights in the INVENTIVE SUBJECT MATTER to the owner of the INVENTION NFT.

WHEREAS, the owner of the INVENTION NFT (hereinafter referred to as “LICENSEE”), is desirous of acquiring the EXCLUSIVE LICENSE in and to the INVENTIVE SUBJECT MATTER, in addition to the entire right, title and interest in and to the entirety of the INVENTIVE SUBJECT MATTER, including the exclusive right to file and own corresponding domestic and foreign patent applications claiming priority to any earlier-filed (by LICENSOR) patent applications pertaining to the INVENTIVE SUBJECT MATTER, any continuation, divisional, renewal or substitute for such patent applications, all Letters Patent, any reissue, re-examination, or similar legal protection issuing related to the Letters Patent, and all rights and benefits under any applicable treaty or convention; and LICENSOR authorizes the Director of the United States Patent and Trademark Office or foreign equivalent to issue the Letters Patent or similar legal protection to the LICENSEE any patent applications containing said INVENTIVE SUBJECT MATTER, and in and to any Letters Patent that may be granted therefor in the United States and in any and all foreign countries (hereinafter referred to as the “INVENTION NFT RIGHTS”), for so long as LICENSEE owns the INVENTION NFT, and allocating the INVENTION NFT RIGHTS to any future owner of the INVENTION NFT;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, LICENSEE hereby assigns and transfers to LICENSOR the entire right, title and interest in and to any portion of the INVENTIVE SUBJECT MATTER invented by LICENSEE for the purposes of associating said portion of the INVENTIVE SUBJECT MATTER invented by LICENSEE with the INVENTION NFT as described herein;

Further, for good and valuable consideration, the receipt and adequacy of which is acknowledged, LICENSOR hereby assigns and transfers to the LICENSEE, for so long as the LICENSEE owns the INVENTION NFT and to any future owner of the INVENTION NFT thereafter, LICENSOR’S entire right, title and interest in and to the INVENTIVE SUBJECT MATTER, the above-identified INVENTION NFT RIGHTS, corresponding domestic and foreign patent applications, any continuation, divisional, renewal or substitute, all Letters Patent, any reissue, re-examination, or similar legal protection issuing related to the Letters Patent, and all rights and benefits under any applicable treaty or convention; and I authorize the Director of the United States Patent and Trademark Office or foreign equivalent to issue the Letters Patent or

similar legal protection to the LICENSEE for so long as the LICENSEE owns the INVENTION NFT, and to any future owner of the INVENTION NFT thereafter.

LICENSOR hereby authorizes and requests the Patent and Trademark Office Officials in the United States and any and all foreign countries to issue any and all of said Letters Patent, when granted, to said LICENSEE, as the LICENSEE of LICENSOR's entire right, title and interest in and to the same, for the sole use and enjoyment of said LICENSEE for so long as LICENSEE owns the INVENTION NFT, and then to any subsequent owner of the INVENTION NFT thereafter.

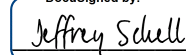
LICENSOR agrees that LICENSOR will, for a reasonable fee as set from time to time by LICENSOR, reasonably cooperate with said LICENSEE for so long as it owns the INVENTION NFT, and then with any subsequent owner of the INVENTION NFT, to obtain and enforce proper protection for the INVENTIVE SUBJECT MATTER in the United States and in any and all foreign countries.

LICENSOR hereby covenants that no assignment, sale agreement or encumbrance has knowingly been or will be made by LICENSOR or entered into by LICENSOR which would conflict with this assignment.

As a condition of acceptance, LICENSEE undertakes and agrees to indemnify and hold the LICENSOR harmless from any and all claims, actions, proceedings, demands, obligations, liabilities, losses, costs, charges, damages, fines, judgments, assessments, penalties and other expenses incurred or suffered by the LICENSEE as a result of any act or omission of the LICENSOR under this Agreement, or at law.

LICENSOR hereby declares that all statements made herein of its own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

The parties shall use all reasonable endeavors to resolve any dispute amicably and in good faith. This Agreement is governed by in accordance with the laws of Denver County, Colorado, United States of America. All disputes, controversies, or claims arising out of or in connection with this document, including any question regarding its existence, validity or termination, or any dispute regarding non-contractual obligations shall be finally settled under the arbitration rules of the American Arbitration Association by one or more arbitrators appointed in accordance with the said rules. The seat of arbitration shall be Denver, Colorado, United States of America and the proceedings shall be conducted in English.

DocuSigned by:

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MindMiner, Inc., LICENSOR
Authorized Representative

11/8/2022

DATE

EXHIBIT A

Subject Matter Assigned by LICENSOR TO LICENSEE

The following invention:

rollover risk prevention system _____, including any and
all details related thereto, and any modifications thereto, created by
Jeffrey Schell _____ as available at:

Non-exhaustively inclusive of the following solutions:

tuned electronic stability control, truck exterior side impact airbags

Each available at the following respective list of URLs:

<https://app.mindminer.io/solutions/tuned-electronic-stability-control>,
<https://app.mindminer.io/solutions/truck-exterior-side-impact-airbags>

EXHIBIT B

Patent Application Incorporating the INVENTIVE SUBJECT MATTER

United States Provisional Patent Application Number: 12384576

Filed on: November 8, 2022

EXHIBIT C

Description of the Particular Invention NFT Ascribing the INVENTION NFT RIGHTS

The NFT having the following unique identifier:

n/a