

EXHIBIT 11

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (“Assignment”), is made and entered into by and between Katherine McNamara, Emily Carter and Rebecca Moorman, individuals, (collectively referred to as “Assignor”) and Breaking Code Silence, a California nonprofit benefit corporation, located at P.O. Box 91896, Pasadena, CA 91109 (“BCS”) 1005 E. Las Tunas Dr. Suite 104, San Gabriel CA 91776 (hereinafter “Assignee”) (Assignor and Assignee, collectively, the “Parties”).

Commented [ST1]: Made need to add or do a separate one for [REDACTED] who wrote most of the legislation per [REDACTED]
Commented [ST2]: Address located on CA SOS

WHEREAS, Katherine McNamara, is a co-owner of the BREAKING CODE SILENCE trademarks filed with the United States Patent and Trademark Office (“USPTO”) as Serial Numbers 90/157,154 and 90/208,204 and the sole owner of the trademark for BREAKING CODE SILENCE ACTION NETWORK, Serial Number 90/583,389. McNamara is also the creator and user of content branded and used on social media and in the public as BREAKING CODE SILENCE and BCS, including but not limited to [describe anything else being assigned] (collectively referred to as the “Intellectual Property”).;

WHEREAS, Emily Carter, is a co-owner of the BREAKING CODE SILENCE trademarks filed with the United States Patent and Trademark Office (“USPTO”) as Serial Numbers 90/157,154 and 90/208,204, the owner and creator of survivor surveys and [describe anything else being assigned] (collectively referred to as the “Intellectual Property”).;

WHEREAS, Rebecca Moorman, is a co-owner of the BREAKING CODE SILENCE trademarks filed with the United States Patent and Trademark Office (“USPTO”) as Serial Numbers 90/157,154 and 90/208,204 and the creator of social media branded BREAKING CODE SILENCE or BCS, including but not limited to [insert handles or links to] [describe anything else being assigned] (collectively referred to as the “Intellectual Property”).; and

WHEREAS, Breaking Code Silence, effective on incorporation (“Effective Date”), acquired all right, title and interest in and to the Intellectual Property, together with the goodwill of the business symbolized by the Intellectual Property, pursuant to this Assignment; and

WHEREAS, Assignor has agreed to assign the Intellectual Property to Assignee such that Assignee will own the Intellectual Property from and after the Effective Date. NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Pursuant to this Assignment, the Assignor, as of the Effective Date, does sell, assign, transfer and convey to Assignee all of its rights, title and interest in and to the Intellectual Property, including any causes of action relating to the Intellectual Property, claims for damages, profits and costs, both in equity and law, for any infringement or infringements of rights accruing in the Intellectual Property on, before or after the date of the Assignment, together with the good will of the business symbolized by the Intellectual Property.
2. Assignor will assist Assignee in any reasonable manner to perfect Assignee’s right, title and interest in and to the Intellectual Property before the United States Patent and Trademark Office and the federal courts of the United States, of any matters relating to the Intellectual Property, including renewals, continuations, divisions, reissues, and substitutions, that Assignee elects to make covering the Intellectual Property.

3. Assignor will not execute any writing nor do any act conflicting with this Assignment, and Assignor will at any time upon request, without further or additional consideration, execute such additional writings and do such additional acts, including the giving of testimony, as Assignee or its successors and assigns may deem necessary or desirable in the enjoyment of this Assignment, and in enforcing any rights relating hereto.

4. The Commissioner for Trademarks of the United States is authorized and requested to recognize Assignee as the owner of the Intellectual Property, as applicable.

5. This Assignment of Intellectual Property and all the terms hereof will inure to the benefit of and be binding upon Assignor and Assignee and their respective successors, assigns and legal representatives.

6. The Parties agree that this Assignment will be governed by and construed under the internal laws of the State of California, as applicable to agreements made and to be performed in such state, without regard to principles of conflicts of law. The Parties agree that any dispute arising in connection with the interpretation or validity of, or otherwise arising out of, this Assignment, will be subject to the exclusive jurisdiction of the California State and Federal Courts in and for California. The Parties hereby agree to submit to the personal and exclusive jurisdiction and venue of such courts and agree that process may be served in the manner provided herein for the giving of notices or otherwise as allowed by applicable law. Each party hereto waives any defense of inconvenient forum to the maintenance of any action so brought and waives any bond, surety, or other security that might be required of any other party with respect thereto.

7. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have cause this Assignment to be duly executed as of the Effective Date set forth above.

Assignor
Katherine McNamara

By: _____
Name: Katherine McNamara

Acknowledged and Accepted by Assignee
Breaking Code Silence

By: _____
Name: _____
Title: _____

Assignor
Emily Carter

By: _____
Name: Emily Carter

Assignor
Rebecca Moorman

By: _____
Name: Rebecca Moorman



Katie Mac <iristheangel@gmail.com>

Fwd: BCS assignment

1 message

Jenny Magill <jmagill@breakingcodesilence.org> Wed, Dec 15, 2021 at 11:27 AM
To: Katherine McNamara <kmcnamara013@gmail.com>, Emily Carter [REDACTED], Rebecca Moorman [REDACTED]
Cc: Tiffany Salayer <Tiffany.Salayer@procopio.com>

Hi Katie, Emily, and Rebecca,

Hope you're doing well. I'm attaching the assignment document from our attorneys as needed for the lawsuit.

Please let Tiffany (cc'd) and me know if you have any questions and then send the completed documents to me when ready. I will need to send them to Tiffany when complete instead of you doing so directly just so that we can maintain attorney client privilege as relates to these documents.

Thank you!

Jenny Magill, MBA

Interim Administrative Director

Breaking Code Silence, Inc.

Phone: [REDACTED] (text/call)

www.breakingcodesilence.org

[REDACTED]

----- Forwarded message -----
From: **Ferguson, Lisel M.** <lisel.ferguson@procopio.com>
Date: Fri, Dec 3, 2021 at 2:58 PM
Subject: BCS
To: Jenny Magill

Attached is an assignment from Katie, Emily and Rebecca to BCS. There are a couple of holes right now, but we can finalize once provided any additional information all of you have. Please be as specific as possible with what each individual has to assign and make sure to include everything BCS related. For instance, if images or powerpoint were created please provide title or image. Note we will need this to show ownership and we have discovery due at the end of the month as Attorney [REDACTED] has not surprisingly denied our request for a two week extension.

Please let us know if you have any questions or would like to set a call to discuss. Thank you!

Sincerely,

Lisel

LISEL M. FERGUSON


PARTNER
PROCOPIO

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Fri Dec 03 2021 14:58:30

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2 attachments

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1K

 **BCS Assignment(5589997.1).docx**
27K