

EXHIBIT 9

Assignment and License Back Agreement

THIS AGREEMENT ("Agreement") is dated this __ day of March, 2021 by and between Breaking Code Silence, a California nonprofit benefit corporation, located at P.O. Box 91896, Pasadena, CA 91109 ("BCS") and Joshua Curtis Scarpuzzi, an individual with an address of 4820 N. Springfield Ave. Apt. 4, Chicago, IL 60625 ("Scarpuzzi") (collectively referred to as "Parties").

WHEREAS, BCS and Scarpuzzi, are entering into this Agreement regarding the ownership of and the rights to use the trademark BREAKING CODE SILENCE ("Mark"). Currently, BCS owns the trademark rights to BREAKING CODE SILENCE, while Scarpuzzi is writing a book and stories entitled "Breaking Code Silence", has started website at the domain name breakingcodesilence.com and has the Facebook page breakingcodesilence; and

WHEREAS, the Parties wish to both benefit from the use of the Mark in their respective trades, which for BCS is as a non-profit organization with the aim of providing services to prevent institutional child abuse in residential facilities and to empower adult survivors to engage in positive self-advocacy, and for Scarpuzzi is being an author and selling his books and stories;

NOW, THEREFORE, the Parties agree as follows:

1. Scarpuzzi agrees that BCS owns all the rights in the mark BREAKING CODE SILENCE;

2. BCS agrees to grant a royalty free License to Scarpuzzi to use the mark BREAKING CODE SILENCE in his books, stories, poems or any films he decides to make, Scarpuzzi also has the right to use this mark to merchandise and market any of his books, stories, poems or films;

3. BCS agrees to allow Scarpuzzi to register and use the domains "breakingcodesilencethemovie" and "breakingcodesilencemovie" which could be registered as as .com, .org and .net;

4. BCS agrees to use its platforms in the future to promote Scarpuzzi's books and films when the opportunity arises;

5. Scarpuzzi agrees to assign the ownership of the domain name breakingcodesilence.com and the breakingcodesilence Facebook page to BCS;

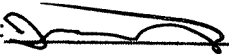
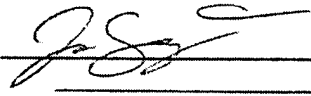
6. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to the principles of conflict of laws. Any disputes arising out of this Agreement shall be adjudicated exclusively by an appropriate federal or state court sitting in the County of San Diego in the State of California.

7. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, that part, term or provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity of the remaining portions or provisions shall not be affected thereby.

8. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect to said subject matter. This Agreement shall not be modified except in writing signed by both Parties.

9. The provisions of this Agreement shall remain in full force and effect unless expressly terminated in writing.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first above written.

<p>BCS</p> <p>Signature: </p> <p>Title: <u>Treasurer</u></p> <p>Date: <u>4/6/2021</u></p>	<p>Joshua Curtis Scarpuzzi</p> <p>Signature: </p> <p>Title: _____</p> <p>Date: <u>April 6th 2021</u></p>
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