

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **Intellectual Property Assignment Agreement** (this “Agreement”) is entered into as of **January 5, 2026** (the “Effective Date”), by and between **Edplay Inc.**, a Delaware corporation (the “Company”), and the undersigned individual (“Assignor”).

1. Assignment

Assignor hereby irrevocably assigns, transfers, and conveys to the Company, without further consideration, all of Assignor’s right, title, and interest in and to all intellectual property and proprietary rights (including inventions, works of authorship, software/source code, documentation, designs, trade secrets, know-how, and related rights) that Assignor, alone or with others, has conceived, developed, authored, created, reduced to practice, or otherwise made, in whole or in part:

- (a) for the Company,
- (b) in the course of performing services for the Company, or
- (c) that relates to the Company’s business, products, services, research, or development, whether created before, on, or after the Effective Date (the “Assigned IP”).

2. Copyrights; moral rights

To the extent any Assigned IP constitutes a “work made for hire,” it is a work made for hire and the Company is the author and owner. To the extent not a work made for hire, Assignor hereby assigns to the Company all copyrights and other rights in such works. To the maximum extent permitted by law, Assignor irrevocably waives any “moral rights” (and similar rights) in the Assigned IP.

3. Pre-existing materials; license

To the extent Assignor has any pre-existing intellectual property, tools, materials, or technology that are incorporated into, used in, or necessary for the Company to make, use, sell, offer for sale, import, distribute, perform, display, maintain, support, or otherwise exploit any Assigned IP or the Company’s products or services, Assignor hereby grants to the Company an irrevocable, perpetual, worldwide, royalty-free, fully paid-up, transferable, sublicensable license to use, reproduce, modify, create derivative works of, distribute, perform, display, make, have made, sell, offer for sale, import, and otherwise exploit such pre-existing intellectual property, tools, materials, and technology in connection with the Company’s business.

4. Further assurances; power of attorney

Assignor will execute and deliver such documents and take such further actions as the Company may reasonably request to evidence, perfect, maintain, enforce, or defend the Company’s rights in the Assigned IP. Assignor hereby irrevocably appoints the Company as Assignor’s attorney-in-fact, solely to execute and deliver such documents on Assignor’s behalf if Assignor fails to do so after reasonable request; this power of attorney is coupled with an interest and is irrevocable.

5. Representations

Assignor represents that:

- (a) Assignor has the right to enter into this Agreement and make the assignments and grants of rights herein; and
- (b) Assignor is not subject to any agreement or obligation that would conflict with Assignor's obligations hereunder or the Company's ownership of the Assigned IP.

6. Governing law

This Agreement shall be governed by the laws of the State of Delaware.

Assignor:

Signature: 

Name: Viktor Potapov

Date: 01/05/2026

Company:

Edplay Inc

Signature: 

By: Viktor Potapov, CEO

Date: 01/05/2026