

**MISSION SUPPORT ALLIANCE, LLC**  
**INTELLECTUAL PROPERTY AGREEMENT**

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**1. Intellectual Property Rights and Inventions**

- a. For the purposes of this Agreement, the following words shall have the following meanings:
  - i. "Developments" means all inventions whether or not patentable, confidential information, computer programs, copyrights, trademarks or other intellectual property, made, conceived, or authored by me, alone or jointly with others, while on assignment with MSA, whether or not during normal business hours, or on MSA premises, that are within the existing or contemplated scope of MSA's business at the time such developments are made or which result from any work I or others may do for or on behalf of MSA.
- b. Assignment of Inventions. I agree to assign to MISSION SUPPORT ALLIANCE, LLC (MSA) all of my rights, title, and interest in and to any inventions, discoveries, developments, methods, or improvements or modifications to the same (collectively, "Invention(s)") that I may make, conceive, originate or develop during the entire period of my assignment, whether or not made, conceived, originated, or developed by me or under my direction or supervision and whether or not made, conceived, originated, or developed by me during normal working hours or on the premises of MSA, if such Inventions relate to the business, the work, or the actual or anticipated activities of MSA or result or derive from my work at MSA. Further, I hereby agree to fully cooperate with MSA in obtaining, securing and protecting patents and/or filing patent applications covering such Inventions or in otherwise protecting such Inventions. This cooperation includes executing and delivering assignments or other documents necessary to convey any right, title, and interest in and to such patents and patent applications as MSA may direct.
- c. Disclosure of Inventions and Developments. I agree to make full and prompt disclosure to MSA of all Inventions and Developments whether patentable or not, made, conceived, originated, or developed by me or under my direction or supervision during the entire period of my assignment with MSA, whether or not made, conceived, originated, or developed during normal working hours or on the premises of MSA.
- d. Assignment of Copyrights. If MSA would not be considered the author of any material or works, including writings, illustrations, drawings, software programs, articles, presentations, and derivative works thereof (collectively, the "Work(s)"), that are created, prepared, assembled, or developed by me during the period of my assignment with MSA and that relate to the business, the work, or the actual or anticipated activities of MSA or that result or derive from my work at MSA, whether or not created, prepared, assembled, or developed by me or under my direction or supervision and whether or not created, prepared, assembled, or developed during normal working hours or on the premises of MSA, I agree to assign to MSA all right, title, interest in and to any such Works, including, but not limited to, all distribution, performance, and reproduction rights in such Works. I waive any moral rights I may have in such Works.
- e. Assistance. During and after my assignment with MSA, I will promptly give, at the request of MSA, all assistance needed by MSA to obtain, secure, and protect the Confidential Information, Inventions and Works covered by this Agreement. This assistance will include

the execution and delivery of all assignments and other documents, providing statements or testimony and assisting in patent enforcement undertakings, along with other help requested by MSA to obtain, secure, and protect its rights.

- f. Ownership. I agree that the ownership of all Inventions, Developments, Works and other business or technical information that is created, prepared, assembled, developed, made, or conceived by me, alone or with others, during the entire period of my assignment with MSA and that relates to the business, work, or actual or anticipated activities of MSA or that results or derives from my work at MSA, whether or not created, prepared, assembled, developed, made or conceived by me during normal working hours or on the premises of MSA, belongs exclusively to MSA. I agree that ownership of any and all intellectual property rights, which includes patent, copyright, trademark, service mark, and trade secret rights, in and to any such Inventions, Works, or business or technical information belongs exclusively to MSA.
- g. Preexisting Inventions. For all inventions that I claim ownership of as of my date of assignment with MSA (“Preexisting Invention(s)”), I have attached to this Agreement information, such as a patent or patent application, that sufficiently identifies and describes each Preexisting Invention. I acknowledge and agree that I have disclosed all Preexisting Inventions. If no such information is attached to this Agreement, I represent that I have no Preexisting Inventions.
- h. Notice. If I become a resident of or have my principal place of business with MSA in the State of Washington, I acknowledge that I have received and read the following invention notice.

**Washington – RCW 49.44.140**

The following notice applies to individuals who live or work in the State of Washington:

*In accordance with Washington law, this Agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of MSA was used and which was developed entirely on my own time, unless: (a) the invention relates directly to the business of MSA or to MSA’s actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by me for MSA.*

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Name (Please Print)

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Contract Number

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Signature

\_\_\_\_\_  
Date