

**INTELLECTUAL PROPERTY PURCHASE AND
ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS INTELLECTUAL PROPERTY PURCHASE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated __ __, __ (the "Execution Date") is made by and between _____ (collectively the "Buyer"), and _____ ("Seller") (each a "Party", and collectively the "Parties").

WHEREAS, Seller is the sole owner of the _____(the "Business"), including all related intellectual property rights as specified in Exhibit A attached hereto (the "Transferred IP"). Seller wishes to sell and assign the Transferred IP to Buyer, and Buyer wishes to buy and assume the Transferred IP from the Seller.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements contained herein and in the Purchase Agreement and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Purchase, Assignment and Assumption. Effective as of the Execution Date, Seller hereby sells, transfers, assigns, conveys, grants, delivers and delegates to Buyer all of Seller's right, title, benefit, privilege and interest in, to and under all of the Transferred IP, free of any encumbrances.

2. Purchase Price. In consideration of the sale and transfer of the Transferred IP to Buyer, Buyer shall pay Seller _____ in good funds by _____ upon execution of this Agreement.

3. Assumed Liabilities. Subject to the terms and conditions set forth herein, Buyer shall assume and agrees to pay, perform and discharge only the following Liabilities of Seller (collectively, the "Assumed Liabilities") and no other Liabilities:

- (a) all Liabilities in respect of the Transferred IP but only to the extent that such liabilities thereunder are required to be performed after the Execution Date, were incurred in the ordinary course of performing the Business and do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by Seller on or prior to the Execution Date; and
- (b) all accounts payable by Seller to third parties incurred in the ordinary course of Business and accruing on or after the Execution Date (other than any liability arising out of or relating to a breach that occurred prior to the Execution Date).

4. Transition Services. For a period after the Execution Date, as specified in this Section 4, Seller shall, at no cost to the Buyer, provide the following services to smoothly transition the Business to the Buyer (the "Services"):

- (a) For a period of ___ days after the Execution Date, Seller shall provide _____
- (b) For a period of ___ days after the Execution Date, Seller shall:

- (i) Offer honest feedback and expertise regarding Buyer's first few solo podcasts;
- (ii) Hire and pay for ___ versions of the podcast introduction to be professionally re-recorded; one stating Buyer and Seller are co-hosts and one stating that the Buyer is the host; and
- (iii) Record an outro for the podcast in a form similar to *"This is _____, co-host of the _____ and I wanted to take a minute to say "thank you" for being a loyal listener of the show. Please take a minute to leave us a rating and a review, and we'll see you on the next episode."*

5. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

- (a) Seller has all requisite power and authority to enter into this Agreement and to perform fully its obligations hereunder.
- (b) Seller owns exclusively all right, title and interest in and to the Transferred IP that are purported to be owned by Seller, free and clear of encumbrances.
- (c) BUYER HEREBY ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE 5, SELLER, NOR ANY DIRECT OR INDIRECT EMPLOYEE, AGENT, REPRESENTATIVE, ACCOUNTANT, ADVISOR, ATTORNEY, CONTRACTOR, SUCCESSOR OR ASSIGN OF SELLER, HAS MADE OR SHALL BE DEEMED TO HAVE MADE ANY ORAL OR WRITTEN REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO THE TRANSFERRED IP, THE REVENUES AND EXPENSES GENERATED BY OR ASSOCIATED WITH THE BUSINESS OR OTHERWISE RELATING TO THE TRANSFERRED IP OR THE TRANSACTIONS CONTEMPLATED HEREIN. BUYER IS ACQUIRING THE TRANSFERRED IP BASED SOLELY ON ITS OWN INDEPENDENT INVESTIGATION AND INSPECTION AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY SELLER, EXCEPT FOR THE REPRESENTATIONS, WARRANTIES AND COVENANTS EXPRESSLY SET FORTH HEREIN. EXCEPT AS EXPRESSLY SET FORTH HEREIN, BUYER EXPRESSLY DISCLAIMS ANY INTENT TO RELY ON ANY SUCH MATERIALS PROVIDED TO IT BY SELLER IN CONNECTION WITH ITS DUE DILIGENCE AND AGREES THAT IT SHALL RELY SOLELY ON ITS OWN INDEPENDENTLY DEVELOPED OR VERIFIED INFORMATION. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT TO THE CONTRARY, BUYER IS EXPRESSLY PURCHASING THE TRANSFERRED IP IN ITS EXISTING CONDITION "AS-IS, WHERE-IS, AND WITH ALL FAULTS" WITH RESPECT TO ALL FACTS, CIRCUMSTANCES, CONDITIONS AND DEFECTS, AND, SELLER HAS NO OBLIGATION TO DETERMINE OR CORRECT ANY SUCH FACTS, CIRCUMSTANCES, CONDITIONS OR DEFECTS OR TO COMPENSATE BUYER FOR SAME. BUYER HAS UNDERTAKEN ALL SUCH INVESTIGATIONS OF THE ASSETS AS BUYER DEEMS NECESSARY OR APPROPRIATE UNDER THE CIRCUMSTANCES AND BASED UPON SAME, BUYER IS AND WILL BE RELYING STRICTLY AND SOLELY UPON SUCH INSPECTIONS AND EXAMINATIONS

AND THE ADVICE AND COUNSEL OF ITS OWN CONSULTANTS, AGENTS, AND LEGAL COUNSEL.

6. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

- (a) Buyer has all requisite power and authority to enter into this Agreement and to perform fully its obligations hereunder.
- (b) Buyer has been invited by the Seller to record the current ads on the podcast to allow listeners to get used to hearing his voice.
- (c) Buyer will allow Seller to Record no less than ___ ads that will be placed after the Execution Date for Seller's business purposes.
- (d) Buyer will air any advertisements already scheduled and agreed to by Seller.
- (e) Buyer will take over payment of the podcast hosting platform _____ unless Buyer and Seller agree to an alternative arrangement.

7. Further Assurances. From time to time after the Closing, Seller will timely execute and deliver to the Buyer such instruments of sale, transfer, conveyance, assignment and delivery, and such consents, assurances, powers of attorney and other instruments, as may be reasonably requested by Buyer or its counsel in order to vest in Buyer all right, title and interest to the Intellectual Property Assets, and otherwise in order to carry out the purpose and intent of this Agreement.

Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party will operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or exercise of any other right, remedy, power or privilege.

10. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of _____ without giving effect to any choice or conflict of Law provision or rule (whether of the State of _____ or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of _____.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assumption Agreement shall become effective when duly executed and delivered by each Party. Counterparty signature pages to this Agreement may be delivered by facsimile or electronic delivery (e.g., by email of a PDF signature page) and each such counterpart signature page shall constitute an original for all purposes.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed as of the date first above written.

Seller:

Buyer:

EXHIBIT A

List of Transferred IP

- YOURPODCASTWEBSITE.com
- YOURPODCASTWEBSITE.com
- All rights to the _____
- All current episodes
- All recorded and unpublished episodes
- _____ FB Page
- The current podcast music: intro/outro