



FORM OF ASSIGNMENT AGREEMENT

This agreement (“**Agreement**”) is made by the individual signatory hereto, who is currently residing at _____ (“**Assignor**”) for the benefit of ADP, LLC, a Delaware limited liability company (“**Assignee**”).

For good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title, and interest Assignor may have in and to all any and all completed and uncompleted copyrightable works, algorithms, computer programs, data, databases, designs, documentation, electronic hardware and components, formulas, discoveries, inventions, innovations, know-how, mask works, methods, plans, flowcharts, procedures, programs, recommendations, reports, specifications, techniques, trademarks, trade secrets, and writings of any nature created and developed by Assignor for Assignee, including, without limitation, derivatives of pre-existing technology or intellectual property owned by and/or provided to Assignor by Assignee, and any other work developed, written, made, conceived or reduced to practice in the course of or arising out Assignor’s work for or with Assignee (collectively, the “**Work Product**”), and will assign to Assignee all future developments, creations, and materials of same or similar nature, which shall be deemed Work Product upon creation, along with any and all copyright, patent, and other federal, state, and/or international registrations of rights in the Work Product and the exclusive right to obtain such registrations for the Work Product in the name of Assignee or its affiliates. The rights assigned herein include, without limitation, the rights to copy, use, change, adapt, translate, make derivative works based upon, license, distribute, exploit, and assign the Work Product or portions thereof.

Assignor agrees, at Assignee’s expense, to execute, acknowledge, and return all documents and to provide any assistance necessary or desirable to vest in Assignee the rights assigned under this Agreement, to record that assignment with the appropriate authorities, and to protect and enforce the rights assigned herein. If Assignor is not available to execute such documents in a timely manner, Assignor designates Assignee as Assignor’s attorney-in-fact to do so for Assignor. Assignor further agrees not to contest or take any action contrary to Assignee’s ownership of the Work Product or that might impair the value of such ownership.

Assignor understands and agrees that the Work Product shall be original, except for pre-existing technology or intellectual property provided by Assignee for use by Assignor, that the Work Product shall not be created through the copying of any other work, and that the grant of rights under this Agreement shall not violate any rights of, or breach any agreement with, any third party. Assignor shall indemnify, defend, and hold harmless Assignee from and against all third-party threats, claims, actions, damages, and losses, including reasonable attorneys’ fees, arising from the breach of any of the representations or warranties herein, or from any allegation that the Work Product infringes any copyright, patent, trade secret, trademark, or other proprietary or civil right of any third party.

To the extent permitted by law, copyrightable works included in the Work Product shall be deemed “work made for hire,” and Assignee shall be deemed the author of such works.

Signed this ___ day of _____, 20__

ASSIGNOR

By: _____

Name: _____