

FORM OF INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”), dated as of October 16th, 2023 is made by and between MENTORHEAD INCORPORATED, a Delaware corporation (“Assignor”) and VINERGY LICENSING CORP., a Delaware corporation (“Assignee”).

RECITALS

WHEREAS, Assignee and Assignor are parties to that certain Intellectual Property License Agreement and Option to Purchase dated as of October __, 2023, (the “License and Option Agreement”). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the License and Option Agreement.

WHEREAS, under the terms of the License and Option Agreement, Assignor has agreed to convey, transfer, and assign to Assignee the Assigned IP (as defined below), and have agreed to execute and deliver this IP Assignment.

WHEREAS, in connection with the consummation of the IP Assignment Closing, Assignor hereby desire to convey, transfer, and assign to Assignee all of Assignor’s right, title, and interest in, to, and under all of the Assigned IP, and Assignee hereby desires accept from Assignor all of Assignor’s right, title, and interest in, to, and under all of the Assigned IP.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. In consideration for the irrevocable right to exchange 20,000,000 of the Shares received pursuant to Section 2.10 of the License and Option Agreement for 20,000,000 Class A common shares of Parent in accordance with the Exchange Agreement, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, free and clear of any encumbrances, and Assignee hereby accepts, all of Assignor’s right, title, and interest in, to, and under the Acquired Assets (collectively, the “Assigned IP”), consisting of the Intellectual Property listed and described in **Exhibit A**.

2. Assignor’s Use and Enjoyment. The Assigned IP assigned under Section 1 above shall be for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this IP Assignment had not been made.

3. Remainder of Intellectual Property. Assignor hereby declares that, as to any of the assets, rights or interests expressly included in the Assigned IP hereby conveyed, the title to which may not have passed to the Assignee by virtue of this Assignment or any transfer or assignment which may from time to time be executed and delivered pursuant to the provisions hereof, Assignor holds such assets, rights or interests in trust for the benefit of the Assignee to transfer and assign the same as the Assignee may from time to time direct. Assignor shall hold such asset or other right for the exclusive benefit of the Assignee and shall take any and all action with respect thereto as the Assignee may reasonably direct for the Assignee’s account and benefit.

4. Recordation. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and any other governmental officials to record and register this IP Assignment upon request by Assignee.

5. **Terms of the License and Option Agreement.** The terms of the License and Option Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the License and Option Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the License and Option Agreement and the terms hereof, the terms of the License and Option Agreement shall govern.

6. **Successors and Assigns.** This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Governing Law.** This IP Assignment shall be governed by and construed in accordance with the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

8. **Counterparts.** This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

IN WITNESS WHEREOF, the parties hereto are signing this IP Assignment as of the date first set forth above.

ASSIGNOR:
MENTORHEAD INCORPORATED

ASSIGNEE:
VINERGY LICENSING CORP.

By: "Trevor Vieweg"
Name: Trevor Vieweg
Title: CEO

By: "Alnoor Nathoo"
Name: Alnoor Nathoo
Title: President

EXHIBIT A

ASSIGNED IP

The Licensed Intellectual Property as defined in the Intellectual Property License Agreement and Option to Purchase entered into by Assignor and Assignee as of October __, 2023.