

INTELLECTUAL PROPERTY ASSIGNMENT AND RELEASE AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AND RELEASE AGREEMENT ("Agreement") is dated as of July 22, 2015 (the "Effective Date") between on the one hand TRACEY J. BREEDEN ("Breedden") an individual residing in Arizona, and on the other hand the GLENDALE POLICE DEPARTMENT and CITY OF GLENDALE (collectively "Glendale"). Breedden and Glendale will be referred to collectively throughout this Agreement as "the Parties."

RECITALS

WHEREAS, Breedden, an officer with the Glendale Police Department, began creating a Sexual Assault Awareness Campaign and Educational Project on or about March 2014 that is now known as SHATTER IT (formally referred to as FACE IT), to educate the public and train police officers and other first responders in their engagements with, and their perceptions and treatment of, survivors of sexual assault;

WHEREAS, Breedden is the inventor, creator and author of intellectual property relating to SHATTER IT, and plans to create additional intellectual property in the future;

WHEREAS the Parties believe SHATTER IT has significant potential, and mutually desire that Breedden continue developing the program and create a separate entity under which she can house, continue, and grow the SHATTER IT program;

WHEREAS, Glendale desires that Breedden continue to provide SHATTER IT training to Glendale Police Department employees at no cost while she remains an employee of the Glendale Police Department.

WHEREAS the Parties acknowledge that the intellectual property and other rights which are the subject of this Agreement are a vital and material component of SHATTER IT, and must belong exclusively to Breedden in order for Breedden and any entity she creates to develop and carry on its intended business and activities;

WHEREAS, Breedden and Glendale are entering into this Agreement to clarify and provide for Breedden's full, complete and irrevocable ownership of all right, title and interest in the Intellectual Property defined herein, and any other intellectual property relating to or created for or on behalf of SHATTER IT;

NOW THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by both Parties, the Parties agree as follows:

1. **Definitions.**

- 1.1 **SHATTER IT:** For purposes of this Agreement and all other purposes arising out of or relating to this Agreement, "SHATTER IT" shall refer to (a) the

sexual assault awareness campaign and education project created by Breeden beginning on or about March 2014, previously known as Sexual Assault Awareness Campaign and Educational Project and FACE IT; and (b) any entity created by Breeden to house said project. Should Breeden decide for any reason to change the name or entity in the future, the new name or entity shall likewise be subsumed into the definition of SHATTER IT.

1.2 **Intellectual Property.** For purposes of this Agreement and all other purposes arising out of or relating to this Agreement, "Intellectual Property" means and includes the following, as relates directly or indirectly to SHATTER IT:

1.2.1 All ideas, creations, inventions and other materials that may be subject to or protected by copyright, trademark, patent, trade secret or other intellectual property rights or laws;

1.2.2 All physical materials, including written notes, curricula, training outlines, power points, surveys and survey results, written scripts, videos, related materials, and any and all iterations, drafts and versions thereof;

1.2.3 All trade secrets, confidential information and know-how;

1.2.4 All materials created by Breeden with the help and assistance of Glendale, its employees (including but not limited to victim advocates and sex crimes detectives) or its agents (including but not limited to Glendale 11), such as sexual assault awareness videos and scripts, YouTube videos and scripts, filmed versions of training sessions conducted by Breeden, "B-roll" footage and any other footage or materials;

1.2.5 Any other Intellectual Property in existence or created in the future for, on behalf of, or relating to, SHATTER IT. This expressly includes, without limitation, all Intellectual Property created for or within the Glendale Police Department, including in relation to training for or the creation of a sustainability program for, the Glendale Police Department;

1.2.6 Any and all forms and types of Intellectual Property not known to or anticipated by the Parties as of the Effective Date.

2. **Assignment of Intellectual Property.**

2.1. The Parties hereby agree that Breeden is the owner of all right, title, share and interest to and in the Intellectual Property.

2.2. To the extent Glendale may have rights, title, share or interest in any Intellectual Property, Glendale hereby releases any such rights, assigns, transfers, and conveys to Breeden and her successors and assigns, all right, title, share and interest in and to the Intellectual Property.

2.3. Glendale hereby acknowledges that none of the Intellectual Property constitutes "work for hire" material, and that no Intellectual Property created in the future for or by SHATTER IT or Breeden while Breeden is within the employ of the Glendale Police Department, will constitute "work for hire" material.

2.4. In consideration for such assignment and release of any and all rights to the Intellectual Property by Glendale, Breeden will:

2.4.1 Continue to provide SHATTER IT training to Glendale Police employees as reasonably needed and at no cost to Glendale, for the duration of her employment at the Glendale Police Department, with reasonable compensation to be determined in the future, and be subject to separate agreement, should Glendale wish to engage Breeden's and/or the SHATTER IT entity's services post-employment; and

2.4.2 Pay to Glendale the amount of \$1.00 at the execution date of this Agreement, which shall be payable by check to the City of Glendale.

3. **Protection of Intellectual Property.**

3.1. By assigning and releasing any rights, Glendale grants Breeden full authority to apply for and obtain letters patents, registered trademarks, registered copyrights or any other intellectual property rights in the name of Breeden or any entity she creates to house SHATTER IT, in every country of the world.

3.2. Glendale agrees to execute and deliver all documents and do all things as may be reasonably necessary and proper to effect such assignment and release, and to aid Breeden to protect such inventions and other intellectual property, now or in the future.

3.3. Glendale agrees that it will not enter into an agreement creating any obligation in conflict with this Agreement.

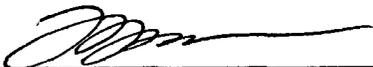
4. **Representations and Warranties.** Each Party hereto represents and warrants that:

4.1 It has the power and authority to enter into this Agreement, and the execution, delivery and performance of this Agreement and the transactions and other documents contemplated have been duly authorized by all necessary corporate action on the part of the Parties; and

- 4.2 This Agreement has been executed and delivered by the authorized officers of each Party, and constitutes a legal, valid and binding obligation of the Party, fully enforceable against such Party in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, and similar laws of general applicability relating to or affecting creditors' rights, and general equity principles.
5. **Assignment from Breeden to SHATTER IT Entity.** Glendale understands and acknowledges that Breeden will be forming an entity to house SHATTER IT, and that all rights and obligations under this Agreement, including Intellectual Property, will be assigned in full from Breeden to this new entity within a reasonable time after its formation.
6. **Miscellaneous.**
- 6.1. **Headings.** The recitals, preamble, and paragraph and other headings contained in this Agreement are inserted for convenience of reference only and will not affect in any way the meaning or interpretation of this Agreement.
- 6.2. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be considered an original, but all of which together will constitute one agreement.
- 6.3. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of the Agreement, and supersedes all prior agreements or negotiations, between the Parties, oral and written.
- 6.4. **Governing Jurisdiction and Law.** This Agreement, all matters of construction, validity and performance, and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) that is based upon, arising out of or relating to this Agreement, shall be governed by, and construed in accordance with, the laws of Arizona. The Parties further agree that any litigation based upon, arising out of or relating to this Agreement, shall be brought in the state and federal courts of Arizona, County of Maricopa.
- 6.5. **Severability.** This Agreement is severable; the invalidity or unenforceability of any term or provision of this Agreement will not affect the validity or enforceability of this Agreement or of any other term.

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

TRACEY J. BREEDEN


Date: 7/22/2015

GLENDALE POLICE DEPARTMENT

By: Debra Black
Its: Police Chief
Date: 7-22-2015

CITY OF GLENDALE

By: Janifer N. Campbell
Its: Assistant City Manager
Date: 7/22/15

ATTEST:

City Clerk

Approved as to form


City Attorney