

COGNIKIN PTY LTD

CogniKin Pty Ltd -- IP Assignment Deed

Reference: CK-IPAD-001

30 March 2026

IP Assignment Deed

CogniKin Pty Ltd

Date: [DATE OF EXECUTION]

Document Reference: CK-LEGAL-007

PARTIES

Assignee:

CogniKin Pty Ltd (ACN [TBD]) of [Registered Office Address TBD] (**Company**)

Assignors:

1. **KI Investment Management Pty Ltd** (ACN [TBD]) as trustee for **KI Investment Trust No. 1** of [Registered Office Address TBD] (**KI Trustee**), in its capacity as trustee and on behalf of its beneficiaries Marc Withnall and Nick Wells
2. **[Anthony's Family Trust]** (ABN [TBD]) of [Address TBD] (**Anthony's Trust**), in its capacity as trustee, on behalf of Anthony Brace

[TBD: Confirm exact trust name and trustee entity with Anthony Brace]

3. **ILB Pty Ltd** (ACN [TBD]) of [Address TBD] (**ILB**), on behalf of Kevin Withnall

[TBD: Confirm entity -- email sent 22 March 2026 requesting confirmation. May be ILB or family trust]

Each an **Assignor** and together the **Assignors**.

RECITALS

A. The Company has been incorporated as CogniKin Pty Ltd for the purpose of developing, commercialising, and holding intellectual property relating to the CogniKin AI brain deployment platform.

B. Each Assignor (through its principals, employees, and contractors) has developed, contributed to, or holds rights in certain intellectual property that is specific to the CogniKin platform and is necessary for the Company's business.

C. The Assignors have agreed to assign to the Company all of their right, title, and interest in the Assigned IP (as defined in Schedule 1), subject to the exclusions set out in Schedule 2.

D. The parties acknowledge that the assignment of IP is made in connection with the establishment of the Company and the subscription for shares by the Assignors (or their related entities) in the Company, and forms part of the overall commercial arrangement between the parties as set out in the Shareholders Agreement dated [DATE] (**SHA**).

E. Each Assignor warrants that the Assigned IP is free from encumbrances, third-party claims, and security interests, and that it has full authority to make this assignment.

OPERATIVE PROVISIONS

1. Definitions and Interpretation

1.1 In this Deed, unless the context otherwise requires:

Assigned IP means the intellectual property described in Schedule 1 and all Improvements thereto, but excludes the Excluded IP described in Schedule 2.

Business Day means a day that is not a Saturday, Sunday, or public holiday in Queensland, Australia.

Commencement Date means the date of execution of this Deed by all parties.

Corporations Act means the Corporations Act 2001 (Cth).

Copyright Act means the Copyright Act 1968 (Cth).

Excluded IP means the intellectual property described in Schedule 2, which is expressly excluded from this assignment and remains the property of the relevant Assignor.

Improvements means all modifications, enhancements, derivative works, adaptations, translations, and developments of the Assigned IP, whether created before or after the Commencement Date, to the extent they relate to or are derived from the Assigned IP.

Intellectual Property or **IP** means all intellectual property rights of whatever nature, whether registered or unregistered, including:

- (a) copyright and moral rights;
- (b) patents, patent applications, and rights to apply for patents;
- (c) trade marks, service marks, and rights to apply for registration;
- (d) trade secrets, know-how, and confidential information;
- (e) designs and rights to apply for registration of designs;
- (f) domain names and URLs;
- (g) source code, object code, algorithms, and software;
- (h) business names and trading names;
- (i) circuit layout rights; and
- (j) any rights of a similar nature to any of the above.

Moral Rights has the meaning given in Part IX of the Copyright Act.

SHA means the Shareholders Agreement entered into between the shareholders of the Company dated [DATE].

1.2 Interpretation:

- (a) A reference to a statute includes its amendments, re-enactments, and subordinate legislation.
- (b) A reference to a party includes its successors and permitted assigns.
- (c) Headings are for convenience only and do not affect interpretation.
- (d) Where a word or phrase is defined, its other grammatical forms have corresponding meanings.

2. Assignment of Intellectual Property

2.1 Each Assignor hereby assigns, transfers, and conveys to the Company, with effect from the Commencement Date, all of its right, title, and interest (including legal and beneficial ownership) in and to the Assigned IP described in Schedule 1, to have and to hold the same unto the Company absolutely and forever.

2.2 The assignment under clause 2.1 includes:

- (a) all rights to apply for and obtain registration of any part of the Assigned IP in any jurisdiction;
- (b) all rights to sue for past, present, and future infringement of any part of the Assigned IP;
- (c) all rights to recover damages, profits, or other remedies in respect of any infringement of the Assigned IP occurring before, on, or after the Commencement Date;
- (d) all goodwill associated with the Assigned IP; and
- (e) all rights of priority arising from any earlier filing or use of any part of the Assigned IP.

2.3 The assignment is made in consideration of:

- (a) the allotment and issue of shares in the Company to each Assignor (or its related entities) pursuant to the Company's constitution and the SHA; and
- (b) the mutual covenants and agreements contained in this Deed and the SHA.

2.4 The parties acknowledge that the consideration referred to in clause 2.3 is fair and adequate.

3. Excluded IP

3.1 Nothing in this Deed assigns, transfers, or conveys any right, title, or interest in the Excluded IP described in Schedule 2.

3.2 Each Assignor retains full ownership of its Excluded IP and may continue to use, develop, licence, and commercialise its Excluded IP without restriction.

3.3 To the extent that any Excluded IP is or becomes necessary for the use of the Assigned IP, the relevant Assignor grants to the Company a non-exclusive, perpetual, irrevocable, royalty-free licence to use that Excluded IP solely to the extent necessary for the Company to exercise its rights in the Assigned IP. This licence does not extend to the creation of competing products or services based on the Excluded IP.

3.4 Where there is any ambiguity as to whether a particular item of IP is Assigned IP or Excluded IP, the parties agree to resolve that ambiguity in good faith, having regard to:

- (a) whether the IP was created specifically for or in connection with the CogniKin platform;
- (b) whether the IP has independent utility outside of the CogniKin platform; and
- (c) the descriptions set out in Schedules 1 and 2.

4. Moral Rights Consent

4.1 To the extent that any individual (including Marc Withnall, Nick Wells, Anthony Brace, and Kevin Withnall) holds Moral Rights in any of the Assigned IP, each Assignor:

- (a) procures that each such individual provides a written consent, in the form set out in Schedule 3, in accordance with section 195AW of the Copyright Act, consenting to the Company and its licensees doing or omitting to do any act that would otherwise infringe those Moral Rights;
- (b) warrants that it has the authority to procure such consent;
- (c) acknowledges that the consent is genuine, informed, and given freely; and
- (d) agrees that the consent extends to the Company's successors, assigns, and licensees.

4.2 Each Assignor warrants that it has informed the relevant individuals of the nature and effect of the consent provided under clause 4.1 and that the consent was not given under duress or undue influence.

4.3 The consent under clause 4.1 extends to acts of the Company including:

- (a) modifying, adapting, or altering the Assigned IP;
- (b) not attributing authorship in the Assigned IP;
- (c) using the Assigned IP in a commercial context; and
- (d) licensing or sub-licensing the Assigned IP to third parties.

5. Warranties

5.1 Each Assignor warrants and represents to the Company that, as at the Commencement Date:

- (a) **Authority:** It has full power and authority to enter into this Deed and to assign the Assigned IP to the Company.
- (b) **Ownership:** It is the sole legal and beneficial owner of the Assigned IP described opposite its name in Schedule 1, or has the right to assign the same.
- (c) **No encumbrances:** The Assigned IP is free and clear of all mortgages, charges, liens, pledges, security interests, encumbrances, and adverse claims of any kind.
- (d) **No infringement:** To the best of its knowledge, the Assigned IP does not infringe the intellectual property rights of any third party.

- (e) **No licences:** It has not granted any licence, sub-licence, or other right in respect of the Assigned IP to any third party, other than as disclosed in writing to the Company prior to the date of this Deed.
- (f) **No proceedings:** There are no current, pending, or threatened proceedings, claims, or disputes relating to the Assigned IP.
- (g) **Employees and contractors:** All employees and contractors who have contributed to the creation of the Assigned IP have either assigned their IP rights to the Assignor or are bound by agreements that vest such rights in the Assignor.
- (h) **No prior assignment:** It has not previously assigned, transferred, or disposed of any part of the Assigned IP.
- (i) **Trust authority** (where applicable): Where the Assignor acts in its capacity as trustee, it has the power under the trust deed to enter into this Deed and to assign the Assigned IP, and such assignment is in the interests of the beneficiaries of the trust.

5.2 The warranties in clause 5.1 survive the completion of this Deed and continue in full force and effect.

6. Further Assurances

6.1 Each Assignor must, at the request and expense of the Company, do all things and execute all documents necessary or desirable to:

- (a) give full effect to this Deed;
- (b) perfect the Company's title to the Assigned IP;
- (c) enable the Company to register the Assigned IP in any jurisdiction;
- (d) enable the Company to enforce its rights in the Assigned IP; and
- (e) vest in the Company any rights that, but for an oversight or omission, would have been assigned under this Deed.

6.2 This obligation survives completion and continues for a period of 7 years after the Commencement Date.

7. Confidentiality

7.1 The terms of this Deed are confidential. No party may disclose the terms to any third party except:

- (a) to its professional advisers on a confidential basis;
- (b) to the extent required by law, regulation, or a court or tribunal of competent jurisdiction;

- (c) to a bona fide prospective investor in the Company (subject to a confidentiality undertaking); or
- (d) with the prior written consent of the Company.

8. General

8.1 Governing law: This Deed is governed by and construed in accordance with the laws of Queensland, Australia.

8.2 Jurisdiction: Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland and the Federal Court of Australia.

8.3 Entire agreement: This Deed (together with the Schedules) constitutes the entire agreement between the parties in respect of the assignment of the Assigned IP and supersedes all prior negotiations, representations, and agreements relating to its subject matter.

8.4 Amendment: This Deed may only be amended in writing signed by all parties.

8.5 Waiver: A failure to exercise or a delay in exercising any right under this Deed does not operate as a waiver.

8.6 Severability: If any provision of this Deed is void, unenforceable, or illegal, it is severed and the remaining provisions continue in force.

8.7 Counterparts: This Deed may be executed in any number of counterparts, each of which is an original and all of which together constitute one instrument.

8.8 Costs: Each party bears its own costs in connection with the preparation, negotiation, and execution of this Deed.

SCHEDULE 1: ASSIGNED IP

Part A -- CogniKin Brain Deployment Framework

Item	Description	Original Developer(s)	Nature of IP
1.1	CogniKin brain deployment architecture -- the methodology and system for deploying personalised AI brains (Claude Code instances	Marc Withnall, Anthony Brace, Kevin Withnall	Trade secret, know-how, copyright (literary work)

Item	Description	Original Developer(s)	Nature of IP
	with custom configurations) to individuals and businesses		
1.2	Brain onboarding process -- standardised methodology for assessing client needs, configuring brain parameters, deploying to client environment, and validating operation	Marc Withnall, Anthony Brace	Trade secret, know-how
1.3	Brain personality and archetype framework -- the system for creating distinct brain identities, naming conventions, general/agent hierarchies, and role-based configuration	Marc Withnall	Trade secret, know-how, copyright
1.4	Multi-platform deployment system -- methodology and tooling for deploying brains across Windows, macOS, and Linux environments including Windows 365, Teams, Oracle, and other enterprise integrations	Kevin Withnall, Anthony Brace	Trade secret, know-how, copyright

Part B -- K2K Inter-Brain Communication Protocol

Item	Description	Original Developer(s)	Nature of IP
2.1	K2K (Kin-to-Kin) protocol specification -- the inter-brain communication framework enabling structured message exchange between deployed brains via git-based messaging	Marc Withnall, Anthony Brace	Trade secret, know-how, copyright
2.2	K2K routing system -- automated message delivery, inbox/outbox management, and message processing infrastructure	Anthony Brace	Copyright (software), trade secret
2.3	K2K governance integration -- the system for using K2K messages as immutable audit entries for corporate governance, compliance decisions, and financial commitments	Marc Withnall	Trade secret, know-how
2.4		Anthony Brace	Copyright (software)

Item	Description	Original Developer(s)	Nature of IP
	K2K CLI tools -- command-line tools for inbox management, message creation, status checking, and message marking (k2k-inbox, k2k-outbox)		

Part C -- Agent Configuration and Deployment Systems

Item	Description	Original Developer(s)	Nature of IP
3.1	Agent architecture -- the multi-tier agent system (generals, specialists, task agents) and the methodology for configuring agent hierarchies for different deployment contexts	Marc Withnall	Trade secret, know-how, copyright
3.2	Agent definition templates -- standardised templates for defining agent capabilities, domains, invocation methods, and inter-agent communication	Marc Withnall, Anthony Brace	Copyright (literary work), trade secret
3.3	MCP integration framework -- methodology for integrating Model Context Protocol servers and tools into brain deployments for enterprise system access	Anthony Brace, Kevin Withnall	Trade secret, know-how, copyright
3.4	Brain tools repository -- installable CLI tools and MCP servers developed for brain deployment (including plaud-cli, gemini-think, gemini-deep-research, gemini-media, video-analyzer, fieldy-cli, stripe-cli, shop-cli, xero-cli, and related tooling), to the extent developed for CogniKin platform use	Anthony Brace, Kevin Withnall	Copyright (software), trade secret

Part D -- Vault Architecture (Deployment Version)

Item	Description	Original Developer(s)	Nature of IP
4.1	Vault deployment architecture -- the generalised system for structuring Obsidian-based knowledge vaults for brain deployments, including directory conventions, primer systems, and daily note templates as deployed to CogniKin clients	Marc Withnall	Trade secret, know-how, copyright

Item	Description	Original Developer(s)	Nature of IP
4.2	Session primer framework -- the system of session primers, project context indexes, and working memory structures as generalised for client deployment	Marc Withnall	Trade secret, know-how, copyright
4.3	Cloud brain synchronisation system -- methodology for syncing vault data to cloud storage for multi-device brain access, as generalised for client deployment	Marc Withnall, Kevin Withnall	Trade secret, know-how

Part E -- Prompt Engineering Libraries

Item	Description	Original Developer(s)	Nature of IP
5.1	CLAUDE.md engineering methodology -- the system for constructing comprehensive system prompts (CLAUDE.md files) that configure brain behaviour, identity, rules, and capabilities	Marc Withnall	Trade secret, know-how, copyright
5.2	Prompt template library -- reusable prompt templates for common brain capabilities (email triage, finance management, task execution, relationship management, calendar integration, voice processing) as generalised for client deployment	Marc Withnall	Copyright (literary work), trade secret
5.3	Slash command framework -- the system for creating custom slash commands that extend brain capabilities, as generalised for client deployment	Marc Withnall, Anthony Brace	Copyright (software), trade secret

Part F -- Branding and Trade Marks

Item	Description	Original Developer(s)	Nature of IP
6.1	"CogniKin" word mark and all variations	Marc Withnall	Trade mark (unregistered; registration pending -- Classes 9, 35, 42 at IP Australia)
6.2	"Kin-to-Kin" and "K2K" word marks	Marc Withnall	Trade mark (unregistered)

Item	Description	Original Developer(s)	Nature of IP
6.3	CogniKin logo and visual identity	[TBD -- to be created]	Trade mark, copyright (artistic work)
6.4	CogniKin domain names	[TBD -- confirm which domains registered]	Domain name rights
6.5	Brain naming convention system (the concept of named AI brains with mythological/historical identities) as a CogniKin commercial feature	Marc Withnall	Trade secret, know-how
6.6	"CogniKin Compendium" document format and structure	Marc Withnall	Copyright (literary work), trade secret

SCHEDULE 2: EXCLUDED IP

Part A -- Marc Withnall / KI Trustee Excluded IP

Item	Description	Reason for Exclusion
A.1	ODIN personal vault system -- Marc Withnall's personal Organised Digital Intelligence Network, including all personal configurations, daily rituals, motivation profiles, life context data, and personal CRM data stored in the ODIN vault	Personal tool developed for Marc's individual use; predates CogniKin; contains private personal data
A.2	ODIN personal daily rituals -- "Start my day", "End my day", "Log to today" and all other ODIN ritual configurations specific to Marc's personal workflow	Personal productivity methodology
A.3	Family brain configurations -- VESTA (Susie), CASSIUS (Dash), NYX (Violet), DAIMON (Tyler) brain configurations and personal vault data	Personal/family use; no commercial deployment
A.4	ODIN infowgraphic system -- personal visual intelligence system for Marc's iPad workflow	Personal tool

Item	Description	Reason for Exclusion
A.5	ODIN generals agent definitions -- to the extent they contain Marc-specific personal configurations and data (the generalised agent architecture concept IS assigned per Schedule 1, Item 3.1)	Personal configurations embedded in general framework
A.6	Marc's personal human profiles -- all data in the ODIN vault 05_Humans/ directory	Personal relationship data

Part B -- Marc Withnall & Nick Wells / KI Trustee Business IP

Item	Description	Reason for Exclusion
B.1	AWC Holdings business IP -- all intellectual property specific to Australian Waste Company Holdings Pty Ltd and its subsidiaries, including waste management processes, customer databases, pricing models, and operational systems	Separate business entity; not CogniKin IP
B.2	MAH (My Almighty Home) business IP -- all intellectual property specific to Australian Waste Company Pty Ltd trading as My Almighty Home, including The-Ranging, Lady-Grace, and Commanders services, garden bag logistics, and customer management systems	Separate business entity
B.3	Superior Bin Solutions business IP -- all intellectual property specific to Superior Bin Solutions Pty Ltd, including BinManager, skip bin operations, and related systems	Separate business entity
B.4	KCP (Kinetic Capital Partners) business IP -- all intellectual property specific to Kinetic Capital Partners, including member portals, investment platforms, and fund management systems	Separate business entity
B.5	VCH Recovery intelligence -- all intellectual property and documentation relating to VentureCrowd Holdings recovery proceedings	Separate legal matter
B.6	KIIM business IP -- all intellectual property specific to KI Investment Management Pty Ltd operations not related to CogniKin	Separate business entity

Part C -- Anthony Brace Excluded IP

Item	Description	Reason for Exclusion
C.1	Personal infrastructure tools -- any tools, scripts, or systems developed by Anthony Brace that are not specific to the CogniKin platform and have independent utility in other contexts	Pre-existing personal IP
C.2	Apex Performance IP -- all intellectual property relating to Anthony's Apex Performance business and any associated ventures	Separate business entity
C.3	Personal ARES brain configuration -- Anthony's personal ARES brain configuration and vault data to the extent it contains personal information	Personal tool
C.4	Pre-existing client work -- any work product created by Anthony for clients other than CogniKin/KI prior to the Commencement Date	Third-party obligations

Part D -- Kevin Withnall / ILB Excluded IP

Item	Description	Reason for Exclusion
D.1	ILB pre-existing IP -- all intellectual property owned by ILB Pty Ltd that was developed prior to Kevin's involvement with CogniKin and is not specific to the CogniKin platform	Pre-existing business IP
D.2	Experience Co. work product -- all intellectual property created by Kevin Withnall in the course of his engagement with Experience Co. or any predecessor entity	Third-party employer IP
D.3	Personal BAYMAX brain configuration -- Kevin's personal BAYMAX brain configuration and vault data to the extent it contains personal information	Personal tool
D.4	Team Focus IP -- any intellectual property relating to the Team Focus parent/sales structure methodology to the extent it is Kevin's pre-existing know-how (note: Team Focus structural concept as applied to CogniKin IS part of the general commercial knowledge informing the CogniKin structure, not IP per se)	Pre-existing business IP

SCHEDULE 3: MORAL RIGHTS CONSENT

Form of Moral Rights Consent (Copyright Act 1968 (Cth), Section 195AW)

I, [FULL NAME], being an author of works forming part of the Assigned IP described in the IP Assignment Deed dated [DATE] between the Assignors and CogniKin Pty Ltd (ACN [TBD]) (**Company**), hereby consent, in accordance with section 195AW of the Copyright Act 1968 (Cth), to the following acts or omissions by the Company, its successors, assigns, licensees, and sub-licensees, which might otherwise infringe my Moral Rights:

1. **Attribution:** The Company and its successors, assigns, licensees, and sub-licensees are not required to identify me as the author of the works, or any part thereof, in any reproduction, publication, communication, or adaptation of the works.
2. **False attribution:** The Company and its successors, assigns, licensees, and sub-licensees may attribute authorship of the works, or any part thereof, to any person, entity, or brand name, including "CogniKin" or any corporate entity name.
3. **Integrity:** The Company and its successors, assigns, licensees, and sub-licensees may modify, adapt, alter, translate, abridge, or otherwise change the works, or any part thereof, without my consent and without any obligation to consult with me, including in ways that may constitute derogatory treatment of the works.
4. **Scope:** This consent extends to all present and future works forming part of the Assigned IP and all Improvements thereto.
5. **Duration:** This consent is irrevocable and continues for the duration of my Moral Rights.
6. **Informed consent:** I acknowledge that:
 - (a) I have read and understood the IP Assignment Deed and this consent;
 - (b) I have had the opportunity to obtain independent legal advice;
 - (c) this consent is given freely and voluntarily;
 - (d) I understand the nature and effect of this consent; and
 - (e) this consent is given in connection with the commercial arrangements between the parties, including my (or my related entity's) shareholding in the Company.

Signed by [FULL NAME]:

Signature: _____

Date: _____

Witness name: _____

Witness signature: _____

EXECUTION

Executed as a Deed

ASSIGNEE

Executed by CogniKin Pty Ltd (ACN [TBD]) in accordance with section 127 of the Corporations Act 2001 (Cth):

Director signature:	_____
Director name:	[Nick Wells / TBD]
Date:	_____
Director/Secretary signature:	_____
Director/Secretary name:	[TBD]
Date:	_____

ASSIGNOR 1

Executed by KI Investment Management Pty Ltd (ACN [TBD]) as trustee for **KI Investment Trust No. 1** in accordance with section 127 of the Corporations Act 2001 (Cth):

Director signature:	_____
Director name:	Marc Withnall
Date:	_____
Director/Secretary signature:	_____

Director/Secretary name:	Nick Wells
Date:	_____

ASSIGNOR 2

Executed by [Anthony's Family Trust -- Trustee Entity Name TBD] (ACN/ABN [TBD]) as trustee for [Anthony's Family Trust] in accordance with section 127 of the Corporations Act 2001 (Cth):

[TBD: Confirm exact trustee entity name and execution requirements with Anthony Brace]

Director signature:	_____
Director name:	Anthony Brace
Date:	_____
Director/Secretary signature:	_____
Director/Secretary name:	[TBD]
Date:	_____

ASSIGNOR 3

Executed by ILB Pty Ltd (ACN [TBD]) in accordance with section 127 of the Corporations Act 2001 (Cth):

[TBD: Confirm entity -- may be ILB or Kevin's family trust. Email sent 22 March 2026]

Director signature:	_____
Director name:	Kevin Withnall
Date:	_____

Director/Secretary signature:	_____
Director/Secretary name:	[TBD]
Date:	_____

Moral Rights Consent Signatories

The following individuals must each sign a separate Moral Rights Consent in the form set out in Schedule 3:

1. Marc Withnall
2. Nick Wells
3. Anthony Brace
4. Kevin Withnall
5. [Any other individual who has authored works forming part of the Assigned IP]

END OF DEED

Notes for Legal Review:

1. This deed should be reviewed by a corporate solicitor before execution.
2. Confirm all ACN/ABN numbers once entities are registered.
3. Confirm the trust deed for each Assignor acting as trustee permits the assignment of IP assets.
4. Consider whether stamp duty applies in Queensland on the assignment of IP (likely exempt if at incorporation for share subscription, but confirm).
5. The Moral Rights consent under s195AW of the Copyright Act 1968 must be genuinely informed -- each individual should be advised to obtain independent legal advice.
6. The Excluded IP schedule should be reviewed by each founder to confirm completeness.
7. Consider whether any of the Assigned IP is subject to open-source licences that may affect the assignment (e.g., if any brain tools incorporate open-source components).
8. With a single entity structure, all IP is held directly in the operating entity. A future PE investor may wish to restructure into a holding company model at their election;

the IP Assignment Deed will remain valid as the chain of title from founders to the Company.

Signatures

NAME

Marc Withnall

ROLE

Principal, KI Investment Trust No. 1

Signature pending

NAME

Nick Wells

ROLE

Principal, KI Investment Trust No. 1

Signature pending

NAME

Anthony Brace

ROLE

Director-designate / CTO, CogniKin Pty Ltd

Signature pending

NAME

Kevin Withnall

ROLE

Principal, ILB Pty Ltd

Signature pending