

Certification of Intellectual Properties Agreement

This document certifies that _____ (the “Applicant”) has a(n) agreement(s) on file which demonstrates that the Applicant has rights to all patents, licenses, royalties and all other intellectual property rights related to technology (the “Company Intellectual Property”) described in the application that the Applicant submitted for an award from the McDermott Pre-Seed Fund (the “Fund”).

Applicant understands that a copy of a fully executed intellectual property agreement(s) among the Applicant and all other persons must be provided to The Texas Technology Development Center as administrator of the Fund prior to selection of the Applicant for an award from the Fund.

Applicant further represents as follows:

(a) The making, use, importing, distribution, sale, licensing, leasing, or offering to sell, license, or lease, of Company products or other commercial exploitation of the Company Intellectual Property and any component thereof and the operation of the Company Business has not infringed or misappropriated and does not infringe or misappropriate, directly or indirectly, any Third-Party Intellectual Property.

(b) No third party has infringed or misappropriated or is infringing or misappropriating any copyright (including any software), trade secret or confidential or proprietary information included in the Company Intellectual Property.

(c) There is no pending litigation, arbitrations, or other proceedings that relate, in whole or in part, to infringement, misappropriation, ownership, licensing, validity or enforceability of any item of Company Intellectual Property.

(d) Applicant does not know of any fact indicating in a reasonable commercial manner that any patent included in Company Intellectual Property or any trademark or service mark registration of Applicant is invalid or unenforceable.

(e) Except as provided in Schedule A, no person other than Applicant has any right, title, or interest of any kind in or to any item of Company Intellectual Property described in the application. The Company Intellectual Property is not subject to any contract, license, permission, or other obligation that restricts, limits, or imposes any condition on the alienation or granting of (or the agreement to alienate or grant) any right, title, or interest in or the use or other exploitation of any item of Company Intellectual Property or any improvement, enhancement, modification or derivative work thereto.

(f) Except as provided in Schedule B, each person who created or conceived of any item of Company Intellectual Property has executed a valid, enforceable, written agreement that conveys any and all right, title and interest in and to that part or item to Applicant.

(g) Except as provided in Schedule C, neither Applicant nor any other person has licensed or is obligated to license any item of Company Intellectual Property pursuant to any agreement, by-law, understanding, or industry requirement.

Name: _____

Title: _____

[Attach Schedules]