Exhibit 1

LONG-FORM INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Intellectual Property Assignment Agreement"), dated as of October 26, 2023 (the "Effective Date"), is made by and between Seth Hamlin ("Assignor"), a California citizen who resides at 3231 Bayo Vista Avenue, Alameda, California 94501, in favor of the City of Alameda ("Assignee"), a California Municipal Government, located at 2263 Santa Clara Avenue, Alameda, California 94501 (collectively, the "Parties"), to assign, transfer and grant all Intellectual Property rights, title and interest authored, created, developed or reduced to practice by Assignor pursuant to this Intellectual Property Assignment Agreement as of the Effective Date, including any Intellectual Property right, title or interest related to or created by any and all agreements, statements of work, or other contracts, written or verbal, between the Parties (the "Contract(s)").

WHEREAS, under the terms of this Intellectual Property Assignment Agreement, Assignor has and shall convey, transfer, and assign to Assignee, certain intellectual property of Assignor.

NOW THEREFORE, the Parties agree as follows:

     1.   <u>Assignment</u>. Assignor hereby irrevocably assigns to Assignee, and its successors and assignees, for $100, the receipt and sufficient of which Assignor hereby acknowledges, Assignee hereby accepts, all of Assignor's right, title, and interest in and to all current and future legal and/or equitable rights and interests, anywhere in the world, in know-how, patents (including applications), copyrights (including moral rights), trademarks (registered and unregistered), service marks, trade secrets (as defined by the Defend Trade Secrets Act § 2(b)(1) (18 USC § 1839(3)), and pursuant to US state and federal laws), designs (registered and unregistered), utility models, circuit layouts, mask works, business and domain names, inventions, solutions embodied in technology, and other intellectual activity, and applications of or for any of the foregoing, subsisting in or related to any such intellectual property authored, created, developed or reduced to practice pursuant to the Contract(s) (the "Intellectual Property") including without limitation the works identified in Exhibit 1 attached hereinto and incorporated by reference herein. Without limiting the complete assignment of Intellectual Property rights provided herein, the Parties acknowledge and agree that the works in Exhibit 1 may be displayed or depicted in any form, media, in derivative works, and in any color combination or fabrication.

     2.   <u>Recordation</u>. Without limiting the assignment of all Intellectual Property rights pursuant to Section 1, Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office to record and register this IP Assignment upon request by Assignee as, if and when requested by Assignee.

     3.   <u>Counterparts</u>. This Intellectual Property Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement.

     4.   <u>Successors and Assigns</u>. This Intellectual Property Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5.   <u>Governing Law</u>. This Intellectual Property Assignment Agreement, including Exhibit 1, and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Intellectual Property Assignment Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule.

ACKNOWLEDGED, AGREED AND ACCEPTED:

ASSIGNEE	**ASSIGNOR**
CITY OF ALAMEDA	SETH HAMLIN
_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name and Title)	(Printed Name and Title)
_____	_____
(Date)	(Date)

<u>MUST BE NOTARIZED</u>

EXHIBIT 1

(One Page Follows)

ALAMEDA

CALIFORNIA

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