

## ASSIGNMENT AGREEMENT

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This Assignment Agreement is entered into as of the day of January 01, 2024

**By and Between:**

**Assignor:** AviaGlobal Group LLC, located at 33210 N 12th St, Phoenix, AZ 85085

**And**

**Assignee:** Aerospace Edge LLC, located at 1120 Schultz Ave, Winter Park, FL 32789

The Assignor and the Assignee are each referred to herein as a **"Party"** and collectively as the **"Parties"**.

The Parties agree to the following:

**1. THE ASSIGNMENT.** The Parties agree that under this Agreement, the Assignor shall irrevocably assign, convey, grant and transfer all their rights, title and interest in the following to the Assignee for:

***"Peregrine Website Sustainment Agreement" renewal dated 01 September 2022, for Website Hosting, Development, Sustainment, Email Marketing and Press Release Services for Peregrine Avionics LLC, 7385 South Peoria Street, Unit C4, Englewood, CO 80112, hereinafter known as the ("Assignment").***

After the Effective Date, Assignor agrees to make no further use of the Assignment or any confusingly similar assignment in the State of Arizona and anywhere in the world, except as may be expressly authorized by the Parties in writing. Assignor further agrees to not challenge Assignee's use or ownership of the Assignment.

**2. CONSIDERATION.** Assignor is assigning to Assignee with no expectation of monetary payment. In lieu of monetary payment, Assignee will provide Assumption of duties and responsibilities under the transferred contract. to Assignor as compensation.

**3. ASSUMPTION AND LIABILITIES.** Assignor hereby assigns and Assignee hereby agrees to assume, pay, perform, defend and discharge, all duties, obligations, liabilities and debts of every kind, character or description whatsoever with respect to, arising out of or in any way related to the assignment, including, but not limited to all liabilities under the agreements included therein, whether known or unknown, accrued, absolute, contingent or otherwise arising as of and after the

date hereof.

**4. PARTIES' REPRESENTATIONS.** The Parties hereto hereby represents and warrants that as of the date hereof: (a) it has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and all such actions have been duly and validly authorized by all necessary proceedings; and (b) this Agreement has been duly authorized, executed and delivered by it, and constitutes a legal, valid and binding agreement of it.

**5. SEVERABILITY.** In the event any provision or part of this Agreement is found to be invalid, illegal or unenforceable, in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

**6. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with laws of the State of Arizona for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each Party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.

**7. DISPUTE RESOLUTION.** Any dispute arising from this Agreement shall be resolved through mediation.

**8. INDEMNIFICATION.** The Assignor and Assignee agree to indemnify and hold harmless the other from any claim, damage, liability, loss, expense, (collectively, a Claim) arising out their failure to perform the obligations set forth in this Agreement.

**9. EXCEPTIONS TO INDEMNIFICATION.** Indemnitor's obligation to indemnify, defend and hold harmless Indemnitee shall not extend to any Claim arising from the sole negligence or willful misconduct of Indemnitee. Indemnitor is not obligated to indemnify Indemnitee against any Claim to the extent the Indemnitee has been reimbursed for such Claim under an insurance policy. In no event shall any individual Claim or combined cumulative total of all Claims exceed \$10,000.00.

**10. ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, understandings and agreements.

**11. MODIFICATION AND WAIVER.** This Agreement may be amended or modified only by a written agreement signed by both of the Parties. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing.

**12. SUCCESSORS AND ASSIGNS.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the Parties.

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

_____ <b>Assignor Signature</b>	_____ <b>AviaGlobal Group LLC</b> <b>Assignor Full Name</b>
_____ <b>Assignor Signature</b>	_____ <b>AviaGlobal Group LLC</b> <b>Assignor Full Name</b>
_____ <b>Assignee Signature</b>	_____ <b>Aerospace Edge LLC</b> <b>Assignee Full Name</b>
_____ <b>Assignee Signature</b>	_____ <b>Aerospace Edge LLC</b> <b>Assignee Full Name</b>