DEED OF ASSIGNMENT ON INTELLECTUAL PROPERTY

THIS INTERLECTUAL PROPERTY DEED is revised the on **[01] day of [JANUARY], [2026]** and it establishes the rights of Mad Comedian as an NFT known as **(Mad Comedian On Canvass [MCCM01])**, which is converted onto a physical canvas that has been mocked up in a prospectus, with an investment policy statement, certificate of ownership, state of New Jersey service mark license and the deed book. The contents in the deed book from opening to closing is recorded as an asset backed security. The asset backed security involves money transfers from the assignor from a solicited grantor. This intellectual property deed is closed at the selected year of **October 31, 2128.**

BETWEEN:

1. [Omar Dyer] of [undisclosed due to contractual hold] herein after known as (the "Assignor")

> For the purpose of this deed, the history of the “assignor” establishes the rights of privacy for Omar Dyer and the anti-fraud regulations that embodies whistleblower, and money laundering schemes / Ponzi schemes that violate the BSA (Bank Secrecy Act). Omar Dyer was employed by the assignee to interact as the Angel Investor, and artist that developed the construction of the NFT that is mentioned in this document. Omar Dyer during the time of the transfer as cash incentives, took no commission, and paid taxes on the in-kind transactions. And as an accredited investor, documented and recorded the asset.

2. [Coaches 101 A NJ Nonprofit “20-8668400”] of [PO Box 4463 Jersey City NJ 07304] herein after known as (the "Assignee")

> For the purpose of this deed, Coaches 101 A NJ Nonprofit is established as the copyright holder, the license holder of the product known as Mad Comedian. Coaches 101 A NJ Nonprofit, is a private foundation of foundations that is organized as a social enterprise, with a board of trustees. The company was established in the state of New Jersey under EIN (employee identification number) **20-8668400** and state recognized incorporation license **#0400172435**. The organization is a technology organization for teaching financial literacy, with an emphasis of arts and craft.

The revised contents organized in this formation intellectual property deed assigns the monetary value of a property that was created with digital software known as Moviestorm as a real time 3d system, as noted in the prospectus. For the purpose of this agreement, and to establish the contents in an organized deed book, on behalf of Mad Comedian as a real-world asset. The physical canvass on the collection of art belongs to the parties agreed to in this deed instrument.

RECITALS:

A. The Assignor is the owner of the intellectual property rights set out in this Deed.

i. Mad Comedian which is a fictional character and host of the show “Real Comedians From Da Hood;
ii. Signature shoe with Alive Shoes called “Mad Comedian” limited edition (service protection KC4574;
    a. The price of this limited-edition shoe is **$189**;
    b. At the time of this “Deed Agreement” 11 purchase, 10 buy Investor Omar Dyer, valued at **$1,890**;
        i. These collections or protype shoes were sent to family members, and if maybe Omar Dyer’s 3 pairs are memorabilia;
iii. Signature Watch (manufactured by) Zazzle;
    a. Signature Watch $86.99 (1 special purchase)
    b. Pocket Watch (1 special purchase) $64.99
    c. Watch: Open Mic {Logo} $89.99 (1 special purchase)
iv. Model Shoe (created by Printfy) Canvas Shoes SKU MCShoe01;
v. Mad Comedian on Canvass (MCCM01) floor price $2,500 cost of manufacturing $1,360.41 – (Meme Art) real world asset capped value on the collectible item $100,000;
    a. Meme Stocks a.k.a. (Meme Coins) Cash App (Make Mad Comedian Famous)
        i. $makemacomedianfamous Wallet Price ($1,800) floor price $2,500
    b. Cash App (Cash APP Investment LLC) is the broker-dealer managing this account as the custodial merchant;

B. The Assignor has agreed to assign the intellectual property rights to the Assignee.

I. State of New Jersey monitored service mark: 25416, 27053
II. Money Market Account with Citizens’ Bank (Contact for account information)
III. Deed Book (In the deed book, contents on GAA full of notices on crowdfunding)
    a. Certificate of Ownership
    b. Investment Policy Statement
    c. Investment Contract
    d. Prospectus
    e. Profit-sharing Agreement
    f. Ownership Statement
    g. Call Warrant

h. Call Option Request Letter
i. Put Option (delegation of options)
j. Angel Investor's Profit & Loss Statement
    i. Omar Dyer (2019) $44,237
    ii. Omar Dyer (2020) $89,519
k. Intellectual Property License (infinite)
l. Roommate Leasing Agreement
    i. Peggy Dyer as the Tenant
    ii. Tenant Lease
m. Invoice Notices
    i. PSN (AIP012019)
    ii. POS Coaches 101 A NJ NONPROIFT (AIP012019)
n. Account Ledger
    i. Corporate Ledger
    ii. Venture Capitalist Ledger

Article I. DEFINITIONS AND INTERPRETATION

(a) In this Deed, the value of the registered product under service mark number in the state of New Jersey, through the Department of Treasury #25416 stands at:

i. For the year of 2019, Coaches 101 A NJ Nonprofit issued out preferred uncommon options of **442.37** options at the price of **$44,237** to Angel Investor Omar Dyer:

ii. For the year of 2020, Coaches 101 A NJ Nonprofit issued out preferred uncommon options of **895.19** options at the price of **$89,519** to Angel Investor Omar Dyer:

(b) In this Deed, the GAA standards, with the price value of **1,337.56** options on two rounds of crowdfunding on capital and equity in the amount of **$133,756** and is closed on the books as investments to build real-world assets;

Section 1.02 DEFINITIONS

(a) "**Intellectual Property** Rights" (IP) refers to creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names, and images used in commerce. It is protected by law through patents, copyrights, and trademarks, which enable people to earn recognition or financial benefit from what they invent or create.

(b) "**Certificate of Ownership**" (CO) also known as a Certificate of Title, is an official document that identifies the owner of personal or real property. It provides documentary evidence of the right of ownership. This certificate can apply to various types of property, such as real estate, businesses, boats, vehicles or artifacts.

(c) "Investment Policy Statement" (IPS) is a formal document drafted between a portfolio manager or financial advisor and a client that outlines general rules for the manager. This statement provides the general investment goals and objectives of a client and describes the strategies that the manager should employ to meet these objectives.

(d) "**Investment Contract**" is a legal document between two parties where one party invests money with the intent of receiving a return. These contracts are regulated by The Securities Act of 1933, in order for a contract to be considered valid in this category, it must contain the following elements which are laid out by the Howey test; (i) an investment of money—(ii) a common enterprise; (iii) Profit expectation, (iv) derived from the efforts of others.

(e) "**Prospectus**" provides details about the investment/security and the offering. A mutual fund prospectus contains details on investment objectives, strategies, performance, distribution policy, fees, and fund management. The risks of the investment are typically disclosed early in the prospectus and then explained in more detail later in the document.

(f) "**Profit Sharing Agreement**" (PSA) is a legal document that outlines an arrangement between two or more parties in which they agree to share the profits generated by a business venture. The terms of a PSA can vary, and is typically each party contributes money, labor, or property to the business and agrees to share in its profits and losses according to a pre-determined formula.

(g) "**Ownership Statement**" is a legal document that provides evidence of an individual's or entity's ownership over a certain asset.

(h) "**Call Warrant**" is a financial instrument that gives the holder the right, but not the obligation, to buy the underlying stock shares at a specific price on or before a specified date. Call Warrants are often included in a new equity or debt offering from a company.

(i) "**Call Option Letter**" is a formal document that outlines the terms of a call option. A call option is a financial contract that gives the buyer the right, but not the obligation, to buy a stock, bond, commodity, or other asset or instrument at a specified price within a specific period.

(j) "**Put Option Letter**" is a financial contract that gives the holder the right, but not the obligation, to sell a certain quantity of an underlying asset at a set price within a specific time.

(k) "Deed Book" also known as a "book" or "liber", is a volume of records maintained by a county government agency, such as the county clerk or the register of deeds. These books contain a variety of documents related to property and land transactions.

Article II. ASSIGNMENT

Section 2.01 The Assignor hereby assigns to the Assignee all of its rights, title and interest in and to the Intellectual Property Rights, when it comes to holding the titles and licensing plus monetary statements. The Assignor, is allowed to sell 100 options and 100 call warrants on his 30% voting options to venture capitalist via banks – in which has no voting rights into the direction of the product, and the company.

(a) As a disqualified person into the Assignee, it is noted that the assignor has full liabilities on monetary instruments or investment contracts, plus unilateral safe not agreements.

(b) Angel Investor, represents 30% of the in-kind contribution and 30% of the in-kind income arrogated to the amount of **$133,756**.

Section 2.02 The Assignee, sets the rules and regulations for the terms established on the digital wallet, and groom the crypto wallet.

Section 2.03 The Assignee, set the price of MCCM01, whereas there was an online onetime no refund, money bid that started at $40, and rose to $100 with 6 different venture capitalist funding opportunities during the markup. Whereas the markup reached the threshold of $2,500, the event was then closed as a bill of sale.

Section 2.04 The Assignee, is in control of the separate: "Call Warrant," for Mad Comedian's Topp's limited edition customized "rookie card" trading card, that was created in 2021, with a UPC retail code, with an FDIC attached cash incentive from Citizens' Bank—whereas the transaction has a service mark license in New Jersey under #25416: (i) controls the [IP] rights on SKU MCSTT01 / (ii) at the price of $1,500. This specific card is the benchmark and corporate asset that was appraised by employed legal representative Omar Dyer under notary license #2381929. In the collection are 99 trading cards in prime conditions that is a potential on speculative value of $148,500 in retail sales. Each trading card that is manufactured but not sold to a consumer or institutional buyers.

Section 2.05 The Assignee, controls the (IP) rights on the corporate controlled blockchain for Mad Comedian, the employee backed profit-sharing program, the corporate monitored domain website:

(a) (www.madcomedian.com) along with (www.makemadcomedianfamous.com)

(b) Social media tags: (@madcomedian "Facebook"); (@madcomedian "Instagram"); (@madcomedian_ "Twitter also known as [X]"); (@madcomedian_ "TikTok");

(c) Citizens' Bank money marketing account, and the SEP IRA account, whereas the holding company manages the account, and a selected bank or broker-dealer manages the residuals on revenue sharing plans;

Section 2.06 This deed assignment on an Intellectual Property listed in this document, which has an asset-based deed book has a leasing license on rental and storage properties—where as physical address are leased to Coaches 101 A NJ Nonprofit. Coaches 101 A NJ Nonprofit leases storage space with the United States Post Office at this known location: 528 Bergen Ave #4463, Jersey City, NJ 07304, or the official address of the corporation in regards to the licensing this assignment follows:

i. Peggy Dyer (beneficiary);
ii. Omar Dyer (Coaches 101 A NJ Nonprofit [Authorized Executive]).

Article III. 3. WARRANTIES

Section 3.01 The Assignor warrants to the Assignee that it is the owner of the Intellectual Property Rights and that it has not previously assigned, licensed, or otherwise encumbered the Intellectual Property Rights, and the manager of value-added funds as the hedge fund manager.

Section 3.02 The Assignor warrants to the Assignee that organizations listed below in this section are custodial issuers:

(a) Citizens Bank is the manager of certificates of deposit, whereas the information on the accounts and the floor price of the equity value in assets is protected by BSA (Bank Secrecy Act);
(b) Citizens' Bank Securities is the broker-dealer for the direct private offering; whereas there is no underwriter of any advisor outside of the investment advise of any angel investor employed by Coaches 101 A NJ Nonprofit;
(c) Cash App is the broker-dealer for the direct private offering; whereas there is no underwriter of any advisor outside of the investment advice of any angel investor employed by Coaches 101 A NJ Nonprofit;
    i. Cash App Investing LLC (CAI), hold the account information;
    ii. Block INC, is the corporate entity;
    iii. Drivewealth LLC is the manager of the fund;
    iv. Drivewealth Steady Saver ETF (STBL) a mutual fund;
    v. Drivewealth Power Saver (EERN) an ETF.

Section 3.03 The Assignor warrants to the assignee the rights to assemble an "Angel Investors Program," Coaches 101 A NJ Nonprofit has a program that values fixed assets as mentioned in this intellectual property assignment; that will monitor the exclusiveness of this document and apply surety in matching funds.

Section 3.04 The Assignor warrants to the assignee the rights to assemble an "Profit-sharing and SEP IRA Program," Coaches 101 A NJ Nonprofit has a program that values fixed assets as mentioned in this intellectual property assignment; that will monitor the exclusiveness of this document and apply surety in matching funds.

Section 3.05 The Assignor warrants the assignee the rights to assemble a membership program that promotes literacy.

Section 3.06 The Assignor warrants the assignee the rights to assemble a Mad Comedian's Blockchain.

Section 3.07 The Assignor warrants to the assignee the rights to assemble a gaming system that follows the rules and regulations of the United State's public law for nonprofit organizations that are not charity based.

Section 3.08 The Assignee, has agreed that the documents included in the deed book, Coaches 101 A NJ Nonprofit's GAA book keeping (account numbers and private information), federal and state tax returns are now closed before the recording of this document.

Section 3.09 The Assignee is responsible for reporting any financial instrument from a financier listed below:

(a) Omar Dyer with an investment loan (forgiven)
(b) First Premier Bank (Loan Stock off Call Warrant)
(c) OneMain Financial Personal Loan (Loan Stock off Call Warrant)
(d) Merrick Bank (Loan Stock off Call Warrant)
(e) Reflex Credit [Venture Capitalist] (Loan Stock off Call Warrant)
(f) Credit One Bank [Venture Capitalist] (Loan Stock off Call Warrant)

Section 3.10 The Assignor warrants the assignee the rights to assemble recall, terminate and decommission any member money value or item that violates the rights granted in this deed assignment.

For the purpose of this agreement, the contents that are listed in this agreement are locked in as a real-world asset. The collection of monetary instruments, whether cash value or other incentives, where conceived in a legal manner that was managed by Omar Dyer who is a private citizen. Omar Dyer is the creator of the contents that are listed in this agreement as the lead artist, using licensed software, which he paid a premium on. This document confirms the notion that every monitory transaction was conducted in actual earned cash, where as Omar Dyer worked as a consultant for other ventures, and traded incentives under state and county appointed or sworn in officials. This deed is a confirmation that every transaction was monitored safety, recorded safety and follows the GAA jurisdiction on public information.

Article IV. 4. GOVERNING LAW AND JURISDICTION

Section 4.01 This Deed shall be governed by and construed in accordance with the laws of New Jersey in Hudson County. Violators of this Deed shall be reviewed by an arbitrator in the jurisdiction of Newark, New Jersey's Superior Courts, or Trenton, New Jersey's Superior Courts;

Section 4.02 This Deed is the sole property of Coaches 101 A NJ Nonprofit and subjected to the oversight of the CFTC (Commodities Futures Trading Commission), as a Direct Private Placement;

Section 4.03 This Deed is a testament of an artifact on commodities that have images that have been approved with a state level service mark from out of New Jersey, that belongs to Coaches 101 A NJ Nonprofit, whereas the overall license is monitored by the New Jersey Department of Revenue and Treasury;

Section 4.04 This Deed is part of the intellectual property rights awarded to a nonprofit organization that is classified as a tax-exempt foundation of foundations, whereas the criteria for this artifact is also monitored by the Department of Treasury, under the jurisdiction of the Internal Revenue Service;

Section 4.05 This Deed is part of the financial instrument that enables the deed book to be monitored by the OCC (Office of the Comptroller of the Currency), because of the tokenization on the market place with the digital asset as a real-world asset;

Section 4.06 This Deed because of the image of the character or artist, is subjected to the jurisdiction of the FTC (Federal Trade Commission) based on the levels of governmental approvals;

Section 4.07 This Deed is subjected to the state of New Jersey's Department of Banking and Insurances, and is protected by the BSA (Banking Secrecy Act)—whereas the transactions in the deed book are exchanges of the United States legal tender through a centralized banking system from a disqualified persons' personal liquidated cash incentives;

Section 4.08 This Deed shall be governed by the New Jersey Bureau of Securities as a nonprofit organization that is a financial firm in a nonprofit environment;

Section 4.09 This Deed shall be recorded by the Hudson County Clerk's Office in the great state of New Jersey, for the express reason of classifying the deed book, as a real-world asset of Coaches 101 A NJ Nonprofit, and was organized by the employed "Angel Investor and legal representative in Omar Dyer;

Section 4.10 This Deed in the aftermath of Omar Lomant Dyer's untimely death, with or without a Will in testament or an Estate Will; shall follow the governing body of Coaches 101 A NJ Nonprofit, and at the wishes of Omar Lomant Dyer this property stays in the possession of Omar Lomant Dyer's lineage—also Ennis Lee Dyer Sr's lineage—whereas the holding safeguards are for Vernon Deforest Ferguson's lineage.

Section 4.11 This Deed can't be terminated or expunged without a verdict from the Superior Courts of the United Sates, after going through the judicial system of the great state of New Jersey. Any violators at the written petition from Coaches 101 A NJ Nonprofit is subjected to pay for the legal fees and court fee that will accrue upon a complaint from Coaches 101 A NJ Nonprofit, which may include attorney fees, and court transcript fees.

The purpose of this deed is to establish the collection and work of art known as Meme Art, and to connect the organization of financial transactions on the stock (options) on the items listed as a stock—known as Meme Stocks. This allows the holder of this deed to have rights on the deed books, to the underline real-world asset. The product listed in this deed, was managed under strict SEC (Securities Exchange Commission) rules and regulations in terms of wire transfers, and money marketing schemes. The underline asset is now a commodity that will be monitored as a future that can be traded on an exchange.

Mad Comedian On Canvass is a digital collectible created on a canvass that was reappraised with a nonprofit organization under the direst of the organization's pool and community. The underline asset is set at **$133,756** on futures and commodity trading. This deed establishes the notion that Omar Dyer is the artist, that held a crowdfunding campaign and built this asset using real-world financing and has donated Coaches 101 A NJ Nonprofit as a state organized public product.

Disclaimer:

The known physical location of the asset is held at the address listed in the IPSA, which is also known as the Intellectual Property Security Agreement, and the only members allowed to revise or change the results of these legal agreements are the assignee and the assignor – in case of such parties not available, the state of New Jersey will hold executor's obligation to find suitors according to the by-laws of the Coaches 101 A NJ Nonprofit and the assignee plus assignor's wishes.

EXECUTED as a Deed by the Assignor and the Assignee.

This agreement was approved during a private meeting for contractual negotiations between the president of the nonprofit corporation that is a private foundation operating other foundations.

The roles of the Board of Trustee are to administer the role and finalize the organization process in the state of New Jersey. The board doesn't have an active role in the everyday operations of the organization and are only available during election of directors and president, or when and if the organization is forced to close by the laws ridden with the state of New Jersey.

Disclaimer: The role of Omar Dyer is on a contractual obligation as an Angel Investor into Coaches 101 A NJ Nonprofit Corporation's Angel Investors Apprenticeship Program, and the Hybrid name in recognition only the Profit-Sharing Program. The role of Peggy Dyer is and act as the beneficiary for the intellectual property's asset value, and since the value has intangible debt management, she is reward on the sale of ownership, meaning if Coaches 101 A NJ Nonprofit sales the trademark, to an open market. Jamal A Dyer is an administrator who has a role of contact for emergency interactions when it is in regard to the facilitation of the trademark, and this agreement.

Name	Title	Date
Omar Dyer	Founder & President	12/31/2025
Peggy Dyer	Board of Trustee	1/01/2026
Bernard T. Dyer	Board of Trustee	1/01/2026
Jamal A Dyer Sr.	Board of Trustee	1/01/2026



Approved By Date

Omar Dyer 09/21/2026

Approved By Date