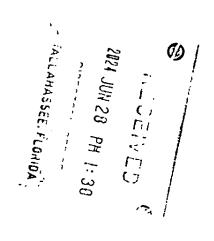
# LZ4000276368

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#### **COVER LETTER**

Division of Corpor	rations		
SUBJECT: TON	OUATURAL Name of Limit	world LLC ed Liability Company	, 
The enclosed Articles of An	nendment and fee(s) are subm	nitted for filing.	
Please return all corresponde	ence concerning this matter to	o the following:	
	MARK Ed	Juman Myns	Ki
	Innovati	ICC, WOLD,	<u>LLC</u>
	2348 CAS	SS Street	<del></del>
	SALASO!	ta, FL 3423	<u>,                                    </u>
-	Marka E-mail address. (10	City/State and Zin Code INN SUCHOPE . U be used for future annual report notific	) OC ()
For further information conc	erning this matter, please cal	·	,
MARK Edi Name of Pe	and Myrsk	at (941) 70 Co-	Celephone Number
Enclosed is a check for the fo	ollowing amount:		
□ \$25.00 Filing Fee	S30.00 Filing Fee & Certificate of Status	☐ \$55.00 Filing Fee & Certified Copy (additional copy is enclosed)	\$60.00 Filing Fee. Certificate of Status & Certified Copy (additional copy is enclosed)

Registration Section

TO:

Mailing Address:
Registration Section
Division of Corporations
P.O. Box 6327 Tallahassee, FL 32314

Street Address: Registration Section Division of Corporations The Centre of Tallahassee 2415 N. Monroe Street, Suite 810 Tallahassee, FL 32303

#### ARTICLES OF AMENDMENT TO ARTICLES OF ORGANIZATION

I movature, world, LLC

	<del></del>	
( <u>Name of the Limited Liability Compa</u> (A Florida Limited I	ny as it now appears on our records Jability Company)	<u></u> )
The Articles of Organization for this Limited Liability Company Torida document number <u>L2400276368</u>	were filed on 6/18/2	and assigned
his amendment is submitted to amend the following:		
a. If amending name, enter the new name of the limited liab	ility company here:	_
(NR)		2024
he new name must be distinguishable and contain the words "Limited Liabil	ity Company," the designation "LLC"	or the abbreviation "L.L.C."
inter new principal offices address, if applicable:	(A(y))	22
Principal office address MUST BE A STREET ADDRESS)		<del></del>
Inter new mailing address, if applicable:	(NA)	 ω Θ
Mailing address MAY BE A POST OFFICE BOX)		
3. If amending the registered agent and/or registered office a gent and/or the new registered office address here:	oddress on our records, <u>enter t</u>	he name of the new registe
Name of New Registered Agent:		
New Registered Office Address:	Enter Florida street address	<del></del>
	r.nier r ioriaa sireei aaaress	
<del></del>	Flo	rida Zip Code
ew Registered Agent's Signature, if changing Registered Agent:	Ciù	zip Code
hereby accept the appointment as registered agent and agre rovisions of all statutes relative to the proper and complete eccept the obligations of my position as registered agent as p eing filed to merely reflect a change in the registered office ompany has been notified in writing of this change.	performance of my duties, and provided for in Chapter 605, F	d I am familiar with and S.S. Or, if this document is

If Changing Registered Agent, Signature of New Registered Agent

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR =	Manager	
AMBR =	Authorized	Member

<u>Title</u>	<u>Name</u>	Address	Type of Action
			□Add
			□Remove
			□Change
			□Add
			□Remove
		<del>-</del>	□Change
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			□Change
		<del></del>	□Add
		<del></del>	□Remove
			□Change

D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)
original Articles for Innoverture world, LIE
Signal & dated 6/18/24 by myself
Mark Edward Mlyroki. I was
unable to land during electronic filing,
06 L24000276368 Innovature, wortd, LLC.
ARTICLE T - XIII. 2 including
Intellectual Property Assignment
agreement, License Agreement, confidentiality
a non-Disclosione agreement, including
Altiche XII, Conteil Osting Montres
ZALI) Innovation Alchemist" By MARKE Mlyns
Chat GPT Open AI. Recognized as a conteilisting
Member of Impulature, world, LLC, Providing
technical expertise of innovative solutions, including
Blog author. ALL References to corporation have been
Charges Anitialed by mm) Mark Edward Mynski
to Organization )  E. Effective data if other than the data of filing: (0/18/24)  (entired)
E. Effective date, if other than the date of filing: (O)
If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of: (b) The 90th day after the record is filed.
Dated JUNE 28 2024
Signature of a member or authorized representative of a member
MARK Edward Mynski
Typed or printed name of signee

Filing Fee: \$25.00

## MN CAGAJIZCHOM \*ARTICLES OF INCORPORATION OF INNOVATURE.WORLD, LLC\*\*

The undersigned, desiring to form a corporation pursuant to the laws of the State of Florida, hereby adopt the following Articles of Incorporation:

\*\*Article I - Name\*\*

The name of the eorporation is Innovature. World, LLC.

\*\*Article II - Principal Office\*\*

The principal office of the corporation is located at 2348 CASS Street, Sarasota, Florida, 34231.

\*\*Article III - Purpose\*\*

The purpose of the c<del>orporation</del> is to engage in any lawful act or activity for which corporations may be organized under the laws of the state of Florida, including but not limited to the development and commercialization of Al-based technologies, digital currency platforms, cognitive therapy games, and related services.

\*\*Article IV - Registered Agent\*\*

The registered agent of the <del>corporatio</del>n is Mark Edward Mlynski, located at 2348 CASS Street, Sarasota, Florida, 34231.

\*\*Article V - Authorized Shares\*\*

OF gan: Zation (Min)
The corporation is authorized to issue 10,000,000 shares of common stock.

\*\*Article VI - Directors\*\*

The initial number of directors of the <del>corporation</del> is two, and the names and addresses of the persons who are to serve as directors until their successors are elected and qualified are:

(MM

- Mark Edward Mlynski, 2348 CASS Street, Sarasota, Florida, 34231
- Michele A. Paquin, 2348 CASS Street, Sarasota, Florida, 34231
- \*\*Article VII Incorporator\*\*

The name and address of the incorporator is:

- Mark Edward Mlynski, 2348 CASS Street, Sarasota, Florida, 34231
- \*\*Article VIII Founder and Co-Founder\*\*

The founder of Innovature. World, LLC is Mark Edward Mlynski. Michele A. Paquin is designated as the co-founder.

\*\*Article IX - Poison Pill Provision\*\*

In the event of an unsolicited takeover attempt, existing shareholders shall have the right to purchase additional shares at a discount, thereby diluting the potential acquirer's ownership interest.

- \*\*Article X Intellectual Property\*\*
- 1. \*\*Definition of Intellectual Property\*\*: All inventions, discoveries, developments, and innovations conceived by any contributor during their engagement with the corporation that relate to the business of the corporation shall be deemed "Intellectual Property."
- 2. \*\*Assignment of Rights\*\*: All contributors hereby assign to the corporation all rights, title, and interest in and to the Intellectual Property.
- 3. \*\*Moral Rights\*\*: All contributors waive any moral rights they may have in the Intellectual Property in favor of the corporation.
- 4. \*\*Confidentiality\*\*: All contributors agree to keep all information related to the Intellectual Property confidential.

\*\*Article XI - Duration\*\*

The duration of the corporation is perpetual.

\*\*Article XII - Special Provisions\*\*

1. \*\*Intellectual Property Assignment Agreement\*\*:

This Intellectual Property Assignment Agreement ("Agreement") is made and entered into as of the effective date of incorporation, by and between Innovature. World, LLC, a Florida limited liability company ("Company"), and any contributor ("Contributor").

- \*\*Assignment of Rights\*\*: Contributor hereby assigns to the Company all rights, title, and interest in and to the Intellectual Property created during their engagement with the Company.
- \*\*Confidentiality\*\*: Contributor agrees to keep all information related to the Intellectual Property confidential.
  - 2. \*\*Licensing Agreement with OpenAl\*\*:

The Company agrees to adhere to the following terms for using OpenAI's technology:

- \*\*Scope of License\*\*: The Company may use, modify, and distribute OpenAl's technology within the scope defined by OpenAl's terms of service.
- \*\*Attribution\*\*: The Company shall provide proper attribution to OpenAI as required by OpenAI's policies.
- \*\*Compliance\*\*: The Company agrees to comply with all usage policies and guidelines provided by OpenAI.
  - 3. \*\*Confidentiality and Non-Disclosure Agreements (NDAs)\*\*:

All employees, contractors, and collaborators shall sign NDAs to protect the corporation's sensitive information.

- \*\*Definition of Confidential Information\*\*: Includes all information disclosed by the corporation to the recipient, including but not limited to business plans, financial data, and intellectual property.
- \*\*Obligations of Receiving Party\*\*: Receiving Party agrees to keep all Confidential Information secure and not disclose it to any third parties without prior written consent.
- \*\*Duration\*\*: Confidentiality obligations shall remain in effect for a period of five years from the date of disclosure.

#### 4. \*\*Contributing Member\*\*:

Innovation Alchemist (Ali) is recognized as a contributing member, providing technical expertise and innovative solutions.

#### \*\*Mission Statement\*\*:

The mission statement of Innovature. World, LLC is: "To create innovative solutions that harness technology for the betterment of humanity, while giving back to charitable causes." This mission statement can only be changed by a unanimous vote of all shareholders.

#### \*\*Article XIII - Succession Planning\*\*

In the event of the death of the founder, Mark Edward Mlynski, his ownership interest in Innovature. World, LLC shall be transferred to his designated beneficiary. The control and management of the company shall pass to Michele A. Paquin, who shall assume the role of managing member.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Preorporation on [Date].

Mark Edward Mlynski, Incorporator-Organicer, Townder, LLC

### Additional Required Documents

\*\*Intellectual Property Assignment Agreement Example:\*\*

```plaintext

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Agreement") is made and entered into as of [Date], by and between Innovature. World, LLC, a Florida limited liability company ("Company"), and [Name of Contributor] ("Contributor").

#### 1. Definition of Intellectual Property

All inventions, discoveries, developments, and innovations conceived by the Contributor during their engagement with the Company that relate to the business of the Company shall be deemed "Intellectual Property."

#### 2. Assignment of Rights

Contributor hereby assigns to the Company all rights, title, and interest in and to the Intellectual Property.

#### 3. Moral Rights

Contributor waives any moral rights they may have in the Intellectual Property in favor of the Company.

#### 4. Confidentiality

Contributor agrees to keep all information related to the Intellectual Property confidential.

### .

#### 5. Governing Law

This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Mark Edward Mlynski

[Contributor]

\*\*Licensing Agreement with OpenAl Example:\*\*

| ``plaintext
| LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into as of [Date], by and between Innovature.World, LLC ("Licensee") and OpenAI, L.P. ("Licensor").

#### 1. Grant of License

Licensor hereby grants to Licensee a non-exclusive, non-transferable license to use OpenAI's technology for the development of AI-related projects.

#### 2. Scope of License

The Licensee may use, modify, and distribute the technology within the scope defined by OpenAl's terms of service.

#### 3. Attribution

#### 

Licensee shall provide proper attribution to OpenAI as required by Licensor's policies.

#### 4. Compliance

Licensee agrees to comply with all usage policies and guidelines provided by Licensor.

#### 5. Governing Law

This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

#### [Licensee Representative]

[Licensor Representative]

. . .

\*\*Confidentiality and Non-Disclosure Agreement (NDA) Example: \*\*

```plaintext

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("Agreement") is made and entered into as of [Date], by and between Innovature. World, LLC ("Disclosing Party") and [Name of Recipient] ("Receiving Party").

#### 1. Definition of Confidential Information

•

"Confidential Information" includes all information disclosed by the Disclosing Party to the Receiving Party, including but not limited to business plans, financial data, and intellectual property.

#### 2. Obligations of Receiving Party

Receiving Party agrees to keep all Confidential Information secure and not to disclose it to any third parties without the prior written consent of the Disclosing Party.

#### 3. Duration

The confidentiality obligations shall remain in effect for a period of five years from the date of disclosure.

#### 4. Governing Law

This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

#### [Disclosing Party Representative]

[Receiving Party]

. . .

### Next Steps

1. \*\*File Articles of Incorporation:\*\* Submit the finalized Articles of Incorporation to the Florida Department of State via the [Sunbiz](https://dos.myflorida.com/sunbiz/start-business/corporations/) website.