# ASSIGNMENT AGREEMENT (LRH/RTC) (Advanced Technology--U.S.)

This Assignment Agreement is made this 16th day of May 198\_\_, by and between:

LAFAYETTE RONALD HUBBARD, also known as L.RON HUBBARD, whose address is c/o The Explorers Club, 46 East 7-th Street, New York, New York 10021, and whose former addresses include Saint Hill Manor, East Grinstead, Sussex, England; 1827 19th St., N.W., Washington, D.C.; 37 Fitzroy St., London, W.1, England; 2005 West 9th Street, Los Angeles, California; and Fort Harrison Avenue No. 210, Clearwater, Florida, (hereinafter referred to as "LRH"); and

RELIGIOUS TECHNOLOGY CENTER, a California non-profit religious corporation having a place of business at 6517 Sunset Boulevard, Los Angeles, California 90028 (hereinafter referred to as "RTC").

### **RECITALS**

- A. LRH is the founder of the religion of Scientology which is based on a body of truths, and the technology for applying them, that were discovered, described and refined by LRH through research and study which have continued for more than forty years, and are contained in the writings and recored spoken words of LRH with respect to Scientology and the organizations formed to disseminate the religion of Scientology (hereinafter referred to as "the Scientology Scriptures").
- B. LRH has published much of the Scientology Scriptures for the use and benefit of mankind through the religion and organization of Scientology. Included in the Scientology Scriptures is a substantial body of confidential advanced technology that has not been published by LRH, but instead has been protected and maintained as the confidential property of LRH (hereinafter referred to as "the Advanced Technology"), and issued to Advanced Scientology Organizations for their good usage. The Advanced Scientology Organizations, in turn, have made the Advanced Technology available to those who have attained, through processing, an appropriate level of development in the religion of Scientology to properly grasp and utilize the Advanced Technology, and only upon a confidential basis and with an absolute obligation to protect and maintain its confidentiality. The right to use the Advanced Technology and make it available to others has been, and is, subject to the permission of LRH.
- C. RTC was formed by Scientologists, with the approval of LRH, to act as the protector of the religion of Scientology and to own, protect, and control the utilization of the Advanced Technology in the United States of America and its territories and possessions (hereinafter referred to as "the U.S.A.").

  Representatives of RTC have received the Advanced Technology and Confidential materials containing the Advanced Technology in the U.S.A., under the obligation of confidentiality to LRH. Lists of the Advanced Technology and the confidential materials are attached as Exhibit 1 (Preclear/Pre-OT Processing Levels) and Exhibit 2 (Auditor Training).
- D. The purpose of this Assignment Agreement is to transfer all rights in the Advanced Technology in the U.S.A. to RTC, and to prescribe certain terms and conditions governing its ownership and use and the disposition of income received by RTC by reason of its ownership and use.

### **AGREEMENT**

- 1. Recitals. The recitals are hereby made part of this Agreement and are acknowledged to be true.
- 2. Assignment.
- a. Subject to the Option in Paragraph 3 hereof and the Right of Reversion in Paragraph 4, LRH hereby assigns to RTC his entire right, title and interest in and to the Advanced Technology in the U.S.A., including all rights to use and to license the use of the Advanced Technology in the U.S.A.
- b. This assignment includes all rights owned by LRH to protect the confidentiality of the Advanced Technology and to enforce in the U.S.A. the obligations of confidentiality of those who have received the Advanced Technology in the past.
- 3. Option. This assignment is subject to an option granted by LRH to Church of Spiritual Technology, a California corporation (hereinafter "CST"), to purchase all of the rights assigned to RTC under and pursuant to this Agreement for the sum of One Hundred Dollars (\$100.00). This option shall be exercisable by CST at any time if CST decides, in its sole discretion and judgment, that RTC has failed to preserve and maintain the confidentiality, purity and ethical use of the Advanced Technology in accordance with the Scientology Scriptures, or that RTC's ownership of the Advanced Technology in any way places the Advanced Technology in danger of appropriation by any entity that is outside or hostile to the religion of Scientology, or that RTC has permitted and is permitting use of the Advanced Technology in any way that is contrary to the Scientology Scriptures and seriously damages the religion of Scientology.

[Editor's note: CSI has the responsibility of KSW, getting the correct technology applied, per its bylaws (see Revised Bylaws, Article III (Purposes), Sec 2). RTC, despite its "revised" bylaws — an obvious cut and paste of these, is responsible for the trademarks & Advanced Materials, made crystal clear by the above language, i.e,: CST can purchase the marks & Advanced Materials, leaving RTC with no authority. Thus, the above language is the best statement of RTC's role in the governing structure of Scientology.

That is, to be clear: "to preserve and maintain the ethical use of the Advanced Materials (& Trademarks, see related Assignment) in accordance with the Scientology Scriptures, or that RTC's ownership in any way places the Marks in danger of appropriation by any entity that is outside or hostile to the religion of Scientology, or that RTC has permitted and is permitting use of the Marks in any way that is contrary to the Scientology Scriptures and seriously damages the religion of Scientology or repute of LRH."]

4. Transfer if Tax-Exempt Status is Not Obtained. If at any time after one year from the date of execution of this Agreement, RTC has not obtained tax-exempt status under Section 501 (c)(3) of the Internal Revenue Code of 1954, as amended, and does not have a pending application for such status or

an appeal from a denial of such status in which all administrative and judicial remedies have not been exhausted, RTC shall transfer all of the rights assigned to RTC under and pursuant to this Agreement to another Scientology entity having such tax-exempt status, as designated by LRH, his heirs, successors or assigns, subject to the Option in Paragraph 3.

- 5. Disposition of Income Received.
- a. It is understood and agreed that RTC will make Appropriate charges, to be determined by RTC, for access to and training to the Advanced Technology.
- b. RTC shall apply at least ninety percent (90%) of the gross income it receives by reason of the Advanced Technology to religious and charitable purposes, to be determined by the Directors of RTC, other than the support of RTC and its operations, that either are within purposes of the religion of Scientology according to the Scientology Scriptures or are for the general purpose of advancing the moral and ethical level of mankind. Without limiting the generality of the foregoing, acceptable purposes for use of this income shall be:
  - (1) establishing and maintaining an indestructible record of the Scientology Scriptures;
  - (2) establishing and maintaining a museum of the religion of Scientology;
  - (3) establishing religious schools, scholarships and retreats;
  - (4) supporting other qualified organizations of the religion of Scientology; and
- (5) publishing, disseminating and promoting literature that is not part of Scientology Scriptures but which, in the judgment of the Directors of RTC, is in concert with the broad goals of Scientology and is worthy of support for the general benefit of mankind.
- c. RTC may retain up to ten percent (10%) of the gross income derived by RTC by reason of the Advanced Technology, to support the operating and overhead expenses of RTC.

Signed in duplicate at Los Angeles, California on the date first above written.

On this 10th day of May 1982, before me, a Notary Public in and for said County and State, personally appeared LAFAYETTE RONALD HUBBARD,

known to me as the person described in, whose name is subscribed to, and who executed the within instrument, and acknowledged to me that he executed the same.

IN WITNESS THEREOF, I have hereunto put my hand and affixed my official seal, the day and year in this certificate first above written.

[signature: "David Miscavige"]

Notary Public in and for
Said County and State

[seal]OFFICIAL SEAL
DAVID MISCAVIGE
NOTARY PUBLIC--CALIFORNIA
LOS ANGELES COUNTY
My Commission expires JAN 11, 1985

## RELIGIOUS TECHNOLOGY CENTER

By [signature:"Stephen Glen Marlowe"]

Its President

By [signature: "Laura Marlowe"]

Its Secretary

STATE OF CALIFORNIA )
) ss

COUNTY OF LOS ANGELES )

On this 16th day of May 1982, before me, a Notary Public in and for said County and State, personally appeared Stephen Glen Marlowe and Laura Marlowe, who, being duly sworn, acknowledged themselves to be the President and Secretary, respectively of RELIGIOUS TECHNOLOGY CENTER, and that they, as such officers of such corporation, being authorized so to do, duly executed the foregoing Agreement as an act and deed of said corporation and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

[signature: "Bev Mustard"]

Notary Public in and for Said

County and State.

[Seal]OFFICIAL SEAL
BEV MUSTARD
NOTARY PUBLIC CALIFORNIA
LOS ANGELES COUNTY
My Commission expires [illegible]

Exhibit 1 Page 1 of 1

## PRECLEAR/PRE-OT PROCESSING LEVELS

GRADE/LEVEL MATERIALS/STATE ATTAINED

Grade V & VA Release The Power and Power Plus Processes (Power Release)

Grade VI Release R6 End Words (Whole Track Release)

Clearing Course

OT I Section One Operating Thetan

OT II Section Two Operating Thetan

OT III Section Three Operating Thetan

OT IV Section Four Operating Thetan

OT V Section Five Operating Thetan

OT VI Section Six Operating Thetan

OT VII Section Seven Operating Thetan

OT VIII and above Section Eight Operating Thetan and above

NOTS OT Drug Rundown New Era Dianetics for Operating
Thetans Drug Rundown Completion

NED for OTS New Era Dianetics for Operating

Thetans Completion

Solo NOTS Solo New Era Dianetics for Operating

Thetans Completion

L - 10 List 10

L - 11 New Life Rundown

L - 12 Flag OT Executive Rundown

**OT Review Auditing** 

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Exhibit 2 Page 1 of 1

**AUDITOR TRAINING** 

CLASS/DESCRIPTION CERTIFICATE/FORMAL NAME

Class VII Auditor Hubbard Graduate Auditor

Class VII Case Supervisor Hubbard Graduate Case Supervisor

Class VIII Auditor

(Confid. Section) Hubbard Standard Technical

Specialist

Solo Case Supervisor Hubbard Solo Case Supervisor

Class X Auditor Class X Auditor

Class X Case Supervisor Class X Case Supervisor

Class XI Auditor Class XI Auditor

Class XII Auditor Class XII Auditor

Class XII Case Supervisor Class XII Case Supervisor

NED for OT's Auditor Hubbard Advanced Courses
Specialist

NED for OT's Case Supervisor Hubbard Advanced Courses Specialist Case Supervisor

Confidential Section of the Solo Auditor Course (R6EW Materials)

Senior NOT's Course

New Vitality Rundown Auditor's Course

New Vitality Rundown Case Supervisor Course

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### **ADDENDUM**

THIS ADDENDUM is effective January 19, 1982, and modifies the Assignment Agreement--Advanced Technology--U.S. dated for reference January 1, 1982, by replacing Exhibit 1 with the following list of Preclear/Pre-OT Processing Levels. With this change only, the agreement remains in effect.

## PRECLEAR/PRE-OT PROCESSING LEVELS

GRADE/LEVEL MATERIALS/STATE ATTAINED

Grade V & VA Release The Power and Power Plus
Processes (Power Release)

Grade VI Release R6 End Words (Whole Track Release)

Clearing Course

OT I Section One Operating Thetan

OT II Section Two Operating Thetan

III TO Section Three Operating Thetan New OT IV Operating Thetan Drug Rundown Completion New OT V Audited New Era Dianetics for Operating Thetans New OT VI Hubbard Solo New Era Dianetics For Operating Thetans Auditing Course New OT VII Solo New Era Dianetics for **Operating Thetans Completion** New OT VIII Truth Revealed New OT IX Character New OT X Operating New OT XI Future L - 10 List 10 New Life Rundown L - 11 L - 12 Flag OT Executive Rundown OT Review Auditing [signature] L. RON HUBBARD RELIGIOUS TECHNOLOGY CENTER By [signature "Stephen Glen Marlowe"] Its President By [signature: "Laura Marlowe"]

Its Secretary