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DOCUMENT TITLE: ASSIGNMENT AGREEMENT (LRH/RTC) (Advanced Technology--U.S.) [ACTUAL]

SUBJECT: Limited rights in Advanced Technology--U.S.

PARTIES: Purportedly, L. Ron Hubbard, Assignor; Religious Technology Center, Assignee; Church of Spiritual Technology (CST)--which hasn't even been incorporated at the time of this document; Stephen Glen Marlowe, President of RTC; Laura Marlowe, Secretary of RTC; David Miscavige, Notary Public for L. Ron Hubbard's signature; Bev Mustard, Notary Public for the Marlowes.

BACKGROUND AND NOTES

The document below is an "Assignment," including a later-created [Addendum](#). The Assignment itself was purportedly signed by L. Ron Hubbard on 10 May 1982 at an undisclosed location in Los Angeles, California, "assigning" to Religious Technology Center (RTC) the right to deliver the "Advanced Technology" (AT) in the United States. This is one of six (6) crucial documents that L. Ron Hubbard is purported to have signed on that same day. (There are eight [8] counting two alleged "proposed" assignment agreements not allegedly not executed.)

In addition to this document, there was [a Will](#), a trust instrument creating "[Author's Family Trust](#)," a [Trademark Assignment](#) that supposedly--but fraudulently--"gave" certain trademarks to Religious Technology Center, a [Business Management Agreement with Author Services](#), Inc., and, most curious of all, an [Option Agreement with the corporation known as "Church of Spiritual Technology" \(CST\)](#). That is certainly curious, because CST didn't exist yet. But options for CST are also mentioned in this very document, below.

A very important aspect of this document is that it does not transfer or assign *any* of the copyrights in the Advance Technology to RTC. This instrument itself is silent on the copyrights, but the fact that no copyrights were transferred to RTC is recorded in two places. One is in a later "[Covenant](#)" for non-U.S. rights in the AT, a companion to this agreement, which specifically makes the blanket statement that "[all copyright rights covering the Advanced Technology are retained and owned exclusively by the Estate \[CST\]](#)." That contractual decree is confirmed by Sherman Lenske--architect, along with Meade Emory, of all these documents--in his [12 November 1995 Declaration](#), which says that "[U.S. rights and other rights to the Advanced Technology were conveyed to RTC exclusive of copyright](#)."

But even apart from the copyrights ownership issue, there is the thorny issue of dates. Few legal documents have ever generated so much confusion as this one, or had so much confusion intentionally sewn into them, but there are five different dates that have been associated with this Assignment, and such confusion of dates was no doubt intentional. Here, in chronological order, is the actual breakdown of dates associated with this document, taken from the [convoluted explanation](#) by the drafting attorney, [Sherman Lenske, in a Declaration](#) for a court case:

1 January 1982: Date of RTC incorporation, and therefore date for

"reference" of the Addendum, as well as allegedly intended "effective date" of "the document" (whether of the Addendum alone or of the entire Assignment plus Addendum, Lenske does not specify, but it must include both).

19 January 1982: Date of announcement of new "Advanced Technology levels, known as New OT VIII through New OT XI" which were added to the Assignment by the Addendum. This date was put on the Addendum allegedly to reflect when those Advanced Technology levels were announced, and therefore became effective in relation to the Assignment.

10 May 1982: Date that L. Ron Hubbard purportedly signed the Assignment itself (but not the Addendum, which was created later and back-dated to both 1 January and 19 January 1982, as above). This is the earliest date of execution by any party, and so this is the date where we place this document in chronology.

16 May 1982: Date that Glen and Laura Marlowe signed the Assignment itself as representatives of RTC (but not the Addendum, which was created later and back-dated to both 1 January and 19 January 1982, as above). You will note that 16 May 1982 is the date written at the top of the Assignment itself. According to CST "co-founder" Sherman Lenske, Glen Marlowe, signor for RTC, "inadvertently filled in" this date, omitting the year. But according to another "co-founder" of CST, Lyman D. Spurlock, in a letter to IRS, "L. Ron Hubbard" also executed this document on 16 May 1982, and the 10 May 1982 version of this document was only a "proposed" agreement never executed. (We are arbitrarily going with Lenske, since he was the one who purportedly was in touch with the missing "Hubbard" at the time. Not that we believe Hubbard was even alive. We think all the contradictions are just liars lying.)

Circa 1 July 1982: Approximate date on which the attached Addendum was actually created and executed by "L. Ron Hubbard" and Glen and Laura Marlowe, at least according to Sherman "Liar" Lenske. Lenske only says the Addendum was created and executed "a month or two" after the Assignment itself. A month would be around 15 June, two would be around 15 July, so we split the difference and made it 1 July.

The above constitutes the total explanation offered by Lenske for the incredible convolution of dates. No explanation is given for why the Assignment was not just executed on the so-called "intended" effective date (1 January 1982), or for why the "new" Advanced Technology (AT) levels were not included in the original Assignment (since they had been released for four months when it was executed on 10 May 1982, and were the only AT levels even being delivered at the time), or for why it took a "month or two" for anyone to realize that the "new," and indeed only, AT levels had been left off of the Assignment. [Lenske claims in his Declaration that it was an "oversight."](#)

Further important notes:

This document contains the first known reference to the corporation known as "Church of Spiritual Technology" (CST). The only problem is that CST didn't exist at the time when this instrument was executed, and [wasn't incorporated until 18 days later](#). In this legal document, the as-yet-unincorporated CST is "granted" the option to take over all the rights assigned in this document for the sum of \$100.00.

This is the Assignment Agreement that transfers the U.S. Rights in the Advanced Technology (exclusive of copyright) to the corporation known as "Religious Technology Center" (RTC), but subject to the option of CST--which didn't exist at the time--to take over all those rights "in its sole discretion" as described in note #1 above. Lenske and Emory and the signatories--one of whom purportedly was L. Ron Hubbard--seemed willing to overlook the inconvenience that there was no corporation known as CST to receive these controlling interests. Meade Emory and Sherman Lenske certainly knew that, because Sherman Lenske later signed the [Articles of Incorporation for CST](#), listing himself as its "Incorporator" 18 days later, on 28 May 1982.

There is no doubt that this document was drawn up by attorney Sherman Lenske, who was working with [IRS's Meade Emory](#) in setting up all the corporations and corporate relationships. Lenske has testified under oath, in a [Declaration dated November 12, 1995](#), that he, Lenske:

"...represented Mr. L. Ron Hubbard in all aspects of estate planning from...approximately April 1981... . All of the documents effectuating the estate plan were drafted either by me or under my supervision... . As one part of Mr. Hubbard's estate planning, he directed that his U.S. rights to the Advanced Technology, exclusive of copyrights, be conveyed to RTC... . [T]his objective was accomplished in May 1982 when Mr. Hubbard signed the Advanced Technology Assignment..." [This document, below.]

This, then, is the Assignment Agreement referred to above by Sherman Lenske, allegedly executed by L. Ron Hubbard in Los Angeles on 10 May 1982, with David Miscavige notarizing LRH's signature.

It can be concluded that attorneys Meade Emory and Sherman Lenske, in drawing up this Assignment Agreement and having it signed by whoever signed it, perpetrated a fraud on the signers and on the courts, since the agreement includes a crucial option granted to a corporate entity that did not exist, which they well knew.

And as one final note, some people reading this will take special interest in the use of parentheses in the title of the document.

Here is the document, plus its two "Exhibits," and the [Addendum](#):

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.**

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.

[signature]

Lafayette Ronald Hubbard

STATE OF CALIFORNIA)
) ss
COUNTY OF Los Angeles)

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
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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)

Clear	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	

Exhibit 2
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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

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)

- Clear Clearing Course
- OT I Section One Operating Thetan
- OT II Section Two Operating Thetan
- OT III 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
- L - 11 New Life Rundown
- 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

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