

PATENT ASSIGNMENT AND INTELLECTUAL PROPERTY TRANSFER AGREEMENT

PARTIES

This Patent Assignment and Intellectual Property Transfer Agreement (the "Agreement") is executed on January 22, 2024, by and between:

ASSIGNOR: Nexus Intelligent Systems, Inc., a Delaware corporation with principal offices at 1200 Technology Park Drive, San Jose, California 95134 ("Assignor")

and

ASSIGNEE: [Confidential Assignee Name Redacted] (the "Assignee")

RECITALS

WHEREAS, Assignor has developed certain proprietary algorithmic performance measurement technologies with unique application in predictive maintenance and enterprise AI diagnostics;

WHEREAS, the specific patent (Patent Application No. NIS-2023-PA-0047) relates to a novel machine learning diagnostic methodology for real-time industrial performance optimization;

WHEREAS, Assignor desires to transfer all rights, title, and interest in the referenced intellectual property to Assignee;

DEFINITIONS

1 "Patent" shall mean the specific algorithmic performance measurement patent developed by Assignor, including all associated source code, technical documentation, and derivative works.

2 "Effective Date" means the date of execution of this Agreement.

3 "Confidential Information" means all technical, financial, and operational information related to the Patent, whether disclosed before or after the Effective Date.

ASSIGNMENT OF INTELLECTUAL PROPERTY

1 Complete Transfer. Assignor hereby irrevocably assigns and transfers to Assignee all right, title,

and interest in and to the Patent, including:

- a) All worldwide patent rights
- b) All continuation, divisional, and continuation-in-part patent applications
- c) All priority rights
- d) All associated trade secrets and know-how
- e) All rights to sue for past, present, and future infringements

2 Representations and Warranties. Assignor represents and warrants that:

- a) It is the sole and exclusive owner of the Patent
- b) The Patent is valid and enforceable
- c) No third-party claims exist against the Patent
- d) Assignor has full legal capacity to transfer the Patent
- e) All inventive contributions have been properly documented

CONSIDERATION

1 In consideration for the complete transfer of the Patent, Assignee shall:

- a) Pay Assignor a lump sum of \$1,750,000 USD
- b) Provide ongoing royalty payments of 3% on net revenues derived from the Patent for a period of five (5) years
- c) Acknowledge Assignor's original inventors in all future patent documentation

CONFIDENTIALITY

1 Both parties agree to maintain strict confidentiality regarding the terms of this Agreement and all related intellectual property, with exceptions only for legal, accounting, and regulatory compliance purposes.

2 Confidentiality obligations shall survive the termination of this Agreement for a period of ten (10) years.

GOVERNING LAW AND JURISDICTION

1 This Agreement shall be governed by the laws of the State of California, without regard to its

conflict of laws principles.

2 Any disputes arising from this Agreement shall be resolved through binding arbitration in Santa Clara County, California.

MISCELLANEOUS PROVISIONS

1 This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations and agreements.

2 This Agreement may only be modified through a written instrument executed by authorized representatives of both parties.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Patent Assignment and Intellectual Property Transfer Agreement as of the Effective Date.

ASSIGNOR:

Nexus Intelligent Systems, Inc.

By:

Dr. Elena Rodriguez

Chief Executive Officer

Date: January 22, 2024

ASSIGNEE:

[Confidential Signature Block Redacted]