

PATENT ASSIGNMENT AND INTELLECTUAL PROPERTY TRANSFER AGREEMENT

PARTIES

This Patent Assignment and Intellectual Property Transfer Agreement ("Agreement") is entered into as of January 22, 2024, by and between:

NEXUS INTELLIGENT SYSTEMS, INC., a Delaware corporation with principal offices at 1200 Technology Park Drive, San Jose, California 95134 ("Assignor")

AND

NEXUS INTELLIGENT SYSTEMS, INC. INTELLECTUAL PROPERTY HOLDINGS, LLC, a Delaware limited liability company ("Assignee")

RECITALS

WHEREAS, Assignor is the owner of certain intellectual property rights related to an advanced machine learning predictive maintenance model (the "Patented Technology");

WHEREAS, Assignor desires to transfer and assign all right, title, and interest in the Patented Technology to Assignee;

WHEREAS, this transfer is part of a strategic intellectual property optimization strategy to consolidate and protect the company's core technological innovations;

DEFINITIONS

1 "Patented Technology" shall mean that certain machine learning predictive diagnostic algorithm and associated methodological framework, more particularly described in United States Patent Application Serial No. 17/892,456, filed December 15, 2023.

2 "Effective Date" means the date first written above.

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

ASSIGNMENT OF INTELLECTUAL PROPERTY

1 Complete Assignment. Assignor hereby irrevocably and unconditionally assigns, transfers, and conveys to Assignee all of its right, title, and interest in and to the Patented Technology, including:

- a) All patent rights and applications
- b) All derivative works and improvements
- c) All associated trade secrets and know-how
- d) All worldwide patent, copyright, and intellectual property rights

2 Representations and Warranties. Assignor represents and warrants that:

- a) It has full legal right and authority to assign the Patented Technology
- b) The Patented Technology is original and created by Assignor's employees
- c) No third-party claims exist that would impair the transfer of rights
- d) All necessary invention disclosures and internal approvals have been obtained

CONSIDERATION

1 In consideration of this assignment, Assignee shall:

- a) Issue 50,000 additional membership units to Assignor
- b) Provide ongoing royalty payments of 3% on any commercial implementations of the Patented Technology
- c) Maintain the original inventors as key technology consultants for a period of three (3) years

CONFIDENTIALITY AND NON-DISCLOSURE

1 Both parties agree to maintain strict confidentiality regarding the Patented Technology, with obligations continuing for five (5) years post-assignment.

2 Assignor's key inventors shall execute separate non-disclosure and consulting agreements concurrent with this transfer.

GOVERNING LAW

1 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

2 Any disputes arising from this Agreement shall be resolved through binding arbitration in Santa

Clara County, California.

EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ASSIGNOR:

Nexus Intelligent Systems, Inc.

By:

Dr. Elena Rodriguez

Chief Executive Officer

ASSIGNEE:

Nexus Intelligent Systems, Inc. Intellectual Property Holdings, LLC

By:

Michael Chen

Managing Member

[CORPORATE SEAL]