

AI Performance Optimization Algorithm Patent

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, a wholly-owned subsidiary ("Assignee")

RECITALS

WHEREAS, Assignor has developed certain proprietary artificial intelligence performance optimization algorithms with unique computational efficiency and predictive maintenance capabilities;

WHEREAS, the algorithms represent a critical intellectual property asset with significant commercial potential in enterprise digital transformation markets;

WHEREAS, Assignor desires to formally transfer and assign all rights, title, and interest in said intellectual property to Assignee;

1. DEFINITIONS

1 "Patent Assets" shall mean the AI Performance Optimization Algorithm patent, including all associated source code, implementation methodologies, and derivative works, more specifically described in Exhibit A.

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

3 "Confidential Information" means all technical, financial, and strategic information related to the Patent Assets.

2. PATENT ASSIGNMENT

1 Complete Transfer of Rights

Assignor hereby irrevocably transfers and assigns to Assignee all right, title, and interest in the Patent Assets, including but not limited to:

- All patent applications
- Provisional and non-provisional patent filings
- Associated trade secrets
- Implementation methodologies
- Source code and algorithmic implementations

2 Worldwide Intellectual Property Rights

The assignment includes all intellectual property rights globally, with full rights of prosecution, enforcement, and commercialization vested exclusively in Assignee.

3. REPRESENTATIONS AND WARRANTIES

1 Assignor represents and warrants that:

- It is the sole and exclusive owner of the Patent Assets
- No third-party claims exist against the Patent Assets
- All necessary development documentation is complete and accurate
- The algorithms represent original, non-infringing intellectual property

2 Assignor confirms that the Patent Assets:

- Demonstrate novel computational optimization techniques
- Provide measurable performance improvements in predictive maintenance scenarios
- Represent a unique approach to AI algorithm efficiency

4. CONSIDERATION

In consideration of this assignment, Assignee shall:

- Issue 50,000 restricted stock units to key inventors
- Provide ongoing royalty participation for continued algorithm development
- Maintain inventor recognition in all commercial implementations

5. CONFIDENTIALITY

1 Both parties agree to maintain strict confidentiality regarding the Patent Assets, with unauthorized disclosure subject to significant financial penalties.

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

6. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Delaware, with any disputes subject to binding arbitration in Santa Clara County, California.

7. MISCELLANEOUS PROVISIONS

1 This Agreement constitutes the entire understanding between the parties.

2 Amendments must be made in writing and signed by authorized representatives.

SIGNATURE PAGE

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

NEXUS INTELLIGENT SYSTEMS, INC. INTELLECTUAL PROPERTY HOLDINGS

By:

Michael Chen

Chief Technology Officer

Dated: January 22, 2024