

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:

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

AND

NEXUS TECHNOLOGIES HOLDING, LLC, a Delaware limited liability company with principal offices at the same address (hereinafter referred to as the "Assignee")

RECITALS

WHEREAS, Assignor is the sole owner and developer of certain proprietary neural network optimization techniques, specifically Patent Application Serial No. NIS-2023-AI-001, relating to advanced machine learning diagnostic algorithms for predictive maintenance systems (the "Intellectual Property");

WHEREAS, Assignor desires to transfer and assign all rights, title, and interest in the Intellectual Property to Assignee;

WHEREAS, this transfer is part of an internal corporate restructuring to optimize intellectual property management and protection;

1. DEFINITIONS

1 "Intellectual Property" shall mean the neural network optimization technique patent, including all associated source code, algorithmic designs, implementation methodologies, and derivative works.

2 "Patent Application" refers to the specific neural network optimization technique patent application filed with the United States Patent and Trademark Office under Serial No. NIS-2023-AI-001.

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

2. ASSIGNMENT OF INTELLECTUAL PROPERTY

1 Complete Transfer. Assignor hereby irrevocably transfers and assigns to Assignee all right, title, and interest in and to the Intellectual Property, including:

- a) All patent rights and applications
- b) All associated trade secrets and know-how
- c) All derivative works and future improvements
- d) All rights to sue for past, present, and future infringements

2 Consideration. In consideration of this transfer, Assignee shall issue to Assignor additional membership units in Nexus Technologies Holding, LLC, representing 5% of the company's total equity.

3. REPRESENTATIONS AND WARRANTIES

1 Assignor represents and warrants that:

- a) It is the sole and exclusive owner of the Intellectual Property
- b) The Intellectual Property is free from any encumbrances
- c) No third-party claims exist against the Intellectual Property
- d) All necessary development documentation and source materials will be transferred

2 Assignor covenants to provide full cooperation in perfecting the transfer and responding to any patent office inquiries.

4. CONFIDENTIALITY

1 Both parties agree to maintain strict confidentiality regarding the terms of this Agreement and the transferred Intellectual Property.

2 Any unauthorized disclosure shall result in immediate legal remedies and potential monetary damages.

5. 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.

6. MISCELLANEOUS PROVISIONS

1 This Agreement constitutes the entire understanding between the parties.

2 Modifications must be made in writing and signed by authorized representatives of both parties.

3 This Agreement is binding upon and shall inure to the benefit of the parties' respective successors and assigns.

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 TECHNOLOGIES HOLDING, LLC

By:

Michael Chen

Chief Technology Officer

[Corporate Seal]