

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 quantum-enhanced neural network architecture technology (the "Intellectual Property");

WHEREAS, the Intellectual Property represents a critical technological innovation in predictive machine learning and artificial intelligence diagnostic systems;

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

DEFINITIONS

1 "Intellectual Property" shall mean the quantum-enhanced neural network architecture patent, including all associated source code, algorithmic designs, implementation specifications, and derivative works, more particularly described in Exhibit A.

2 "Patent" shall refer to the specific technological innovation covering quantum-enhanced neural network architecture, with serial number NIS-2023-QNN-001.

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 but not limited to:

- a) All patent rights and applications
- b) All associated trade secrets
- c) All derivative technological implementations
- d) All current and future revenue streams associated with the Intellectual Property

2 Representations and Warranties. 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 or third-party claims
- c) Assignor has full legal capacity to transfer the Intellectual Property
- d) No pending litigation or potential disputes exist regarding the Intellectual Property

CONSIDERATION

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

- a) Issue 50,000 preferred membership units to Assignor's key inventors
- b) Provide ongoing royalty payments of 3% on net revenue derived from the Intellectual Property for a period of five (5) years
- c) Maintain the confidentiality of the original inventor's contributions

CONFIDENTIALITY AND NON-DISCLOSURE

1 Both parties agree to maintain strict confidentiality regarding the technical specifications of the Intellectual Property.

2 Any disclosure of technical details shall require prior written consent from both parties.

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.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

NEXUS TECHNOLOGIES HOLDING, LLC

By:

Michael Chen

Chief Technology Officer

EXHIBIT A: DETAILED PATENT SPECIFICATION

[Detailed technical specification would be attached here, approximately 5-10 pages of technical documentation]