

TRADEMARK REGISTRATION CERTIFICATE AND ASSIGNMENT AGREEMENT

PARTIES

This Trademark Registration and Assignment Agreement (the "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 (the "Company")

RECITALS

WHEREAS, Nexus Intelligent Systems, Inc. has developed a proprietary generative AI model with unique intellectual property characteristics;

WHEREAS, the Company desires to formally register and protect its trademark rights for its generative AI technology;

WHEREAS, the Company seeks to establish clear ownership and transferability of its intellectual property assets;

1. DEFINITIONS

1 "Trademark" shall mean the distinctive mark, logo, or brand identifier associated with the Company's generative AI model, specifically "NEXUS PREDICT(TM)".

2 "Registration" shall refer to the formal trademark application and subsequent registration with the United States Patent and Trademark Office (USPTO).

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

2. TRADEMARK DETAILS

1 Trademark Specification

- Mark: NEXUS PREDICT(TM)
- Class: 009 (Scientific and technological services)
- First Use in Commerce: March 15, 2019

- Distinctive Design Elements: Stylized algorithmic pattern with integrated neural network visualization

2 Trademark Characteristics

The trademark represents the Company's advanced predictive maintenance and AI diagnostic platform, specifically designed for enterprise-level industrial applications.

3. REGISTRATION PROCESS

1 USPTO Application

The Company shall:

- a) Prepare and file a comprehensive trademark application
- b) Provide all necessary documentation
- c) Respond to any USPTO inquiries
- d) Pay all associated filing and maintenance fees

2 Registration Obligations

The Company commits to:

- Maintain continuous use of the trademark
- Defend against potential infringement
- Renew registration as required by USPTO regulations

4. OWNERSHIP AND ASSIGNMENT

1 Intellectual Property Rights

All rights, title, and interest in the NEXUS PREDICT(TM) trademark are exclusively owned by Nexus Intelligent Systems, Inc.

2 Transfer Restrictions

Any transfer or assignment of the trademark requires:

- Written consent of the Board of Directors
- Formal assignment documentation
- Compliance with all applicable intellectual property laws

5. WARRANTIES AND REPRESENTATIONS

1 The Company represents and warrants that:

- The trademark is original and created by Company personnel
- No prior conflicting trademarks exist
- The trademark does not infringe on any third-party intellectual property rights

2 The Company shall indemnify and hold harmless against any claims arising from trademark usage.

6. CONFIDENTIALITY

1 All details related to the trademark registration shall be considered confidential corporate information.

2 Access to registration documents is restricted to authorized corporate officers and legal counsel.

7. GOVERNING LAW

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

8. EXECUTION

IN WITNESS WHEREOF, the undersigned authorized representatives execute this Agreement:

NEXUS INTELLIGENT SYSTEMS, INC.

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Dr. Elena Rodriguez

Chief Executive Officer

Date: January 22, 2024

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Michael Chen

Chief Technology Officer

Date: January 22, 2024

9. USPTO CERTIFICATION

Trademark Registration Pending

Serial Number: [To be assigned by USPTO]

Filing Date: January 22, 2024