

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 HOLDINGS, 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 and exclusive owner of certain intellectual property related to an Intelligent Data Preprocessing Technique, more specifically described in United States Patent Application Serial No. 17/892,456 (the "Patent");

WHEREAS, the Patent represents a novel machine learning algorithm for preprocessing complex industrial sensor data with enhanced predictive accuracy;

WHEREAS, Assignor desires to transfer all rights, title, and interest in the Patent to Assignee;

DEFINITIONS

1 "Intellectual Property" shall mean all patents, patent applications, trade secrets, technical documentation, source code, and related intellectual property rights associated with the Intelligent Data Preprocessing Technique.

2 "Transfer Date" shall mean the date of execution of this Agreement.

3 "Fair Market Value" shall be determined as the independently appraised value of the Patent at the time of transfer.

TERMS OF ASSIGNMENT

1 Complete Transfer of Rights

Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all right, title, and interest in and to the Patent, including:

- All worldwide patent rights
- All continuation, divisional, and derivative patent applications
- All associated trade secrets and technical know-how
- All past, present, and future royalties and licensing revenues

2 Consideration

In consideration for the Patent assignment, Assignee shall:

- a) Issue 50,000 preferred membership units to Assignor's key inventors
- b) Provide a cash payment of \$1,250,000 to Assignor
- c) Grant ongoing royalty participation of 3% on future commercialization revenues

3 Representations and Warranties

Assignor represents and warrants that:

- It is the sole and exclusive owner of the Patent
- The Patent is valid and enforceable
- No third-party claims exist against the Patent
- All inventive work was conducted by authorized personnel

CONFIDENTIALITY

1 Both parties agree to maintain strict confidentiality regarding the terms of this Agreement and the underlying technological details.

2 Any disclosure of Agreement terms 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.

ADDITIONAL PROVISIONS

1 Assignor shall provide full cooperation in executing any additional documents required to perfect the Patent transfer.

2 Assignee shall assume all future maintenance, prosecution, and enforcement responsibilities for the Patent.

SIGNATURES

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

NEXUS TECHNOLOGIES HOLDINGS, LLC

By:

Michael Chen

Managing Member

EXECUTED AND DELIVERED

January 22, 2024