

Trademark Registration and Intellectual Property Assignment Agreement

PARTIES

This Trademark Registration and Intellectual Property Assignment 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 INTELLECTUAL PROPERTY HOLDINGS, LLC, a wholly-owned subsidiary of Assignor, with offices at the same address ("Assignee")

RECITALS

WHEREAS, Assignor is the creator and developer of certain proprietary AI-powered predictive maintenance technologies and associated product lines;

WHEREAS, Assignor has developed unique trademarks associated with its NexusAI product line;

WHEREAS, Assignor desires to formally register and assign all intellectual property rights related to these trademarks;

DEFINITIONS

1 "Trademarks" shall mean all registered and unregistered trademarks, service marks, trade names, logos, and associated brand identifiers developed by Assignor in connection with its NexusAI product line.

2 "Assigned Rights" shall encompass all current and future intellectual property rights, including but not limited to registration rights, renewal rights, and enforcement capabilities.

ASSIGNMENT OF TRADEMARK RIGHTS

1 Complete Assignment

Assignor hereby irrevocably transfers and assigns to Assignee all right, title, and interest in the following trademarks:

- a) NexusAI Predict(TM)
- b) NexusAI Diagnostics(TM)
- c) NexusAI Enterprise(TM)
- d) PredictiveCore(TM)
- e) IntelliMaintain(TM)

2 Registration Details

The assigned trademarks are registered or pending registration with the United States Patent and Trademark Office (USPTO) under the following serial numbers:

- Serial No. 97/123,456 (NexusAI Predict(TM))
- Serial No. 97/123,457 (NexusAI Diagnostics(TM))
- Serial No. 97/123,458 (NexusAI Enterprise(TM))
- Serial No. 97/123,459 (PredictiveCore(TM))
- Serial No. 97/123,460 (IntelliMaintain(TM))

REPRESENTATIONS AND WARRANTIES

1 Assignor represents and warrants that:

- a) It is the sole and exclusive owner of the Trademarks
- b) The Trademarks are valid and enforceable
- c) No third-party claims exist that would impair trademark rights
- d) All necessary maintenance and renewal fees have been timely paid

CONSIDERATION

1 In consideration of this assignment, Assignee shall:

- a) Assume all costs of trademark maintenance and renewal
- b) Provide ongoing intellectual property management services to Assignor
- c) Grant Assignor a perpetual, royalty-free license to use the Trademarks

GOVERNING LAW

1 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

EXECUTION

IN WITNESS WHEREOF, the parties have executed this Trademark Registration and Intellectual Property Assignment Agreement as of the date first above written.

ASSIGNOR:

Nexus Intelligent Systems, Inc.

By:

Dr. Elena Rodriguez

Chief Executive Officer

ASSIGNEE:

Nexus Intellectual Property Holdings, LLC

By:

Michael Chen

Chief Technology Officer

ACKNOWLEDGMENT

State of California

County of Santa Clara

Subscribed and sworn before me on January 22, 2024.

[Notary Seal]

Notary Public