

PATENT ASSIGNMENT AND INTELLECTUAL PROPERTY TRANSFER AGREEMENT

PARTIES

This Patent Assignment and Intellectual Property Transfer 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 (hereinafter referred to as "Assignor")

AND

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

RECITALS

WHEREAS, Assignor has developed a proprietary Semantic Understanding Algorithm with unique natural language processing capabilities;

WHEREAS, the algorithm represents a critical intellectual property asset with significant commercial potential in enterprise AI services;

WHEREAS, Assignor desires to formally transfer all rights, title, and interest in said intellectual property to Assignee;

1. DEFINITIONS

1 "Semantic Understanding Algorithm" shall mean the proprietary machine learning technology developed by Assignor, specifically Patent Application No. NIS-2023-AI-001, which enables advanced contextual comprehension and linguistic interpretation across multiple communication domains.

2 "Intellectual Property" shall include all patents, patent applications, trade secrets, source code, technical documentation, and derivative works associated with the Semantic Understanding Algorithm.

2. ASSIGNMENT OF INTELLECTUAL PROPERTY

1 Complete Transfer. Assignor hereby irrevocably transfers and assigns to Assignee all right, title, and interest in the Semantic Understanding Algorithm, including but not limited to:

- a) All existing and future patent rights
- b) All copyright interests
- c) All trade secret protections
- d) All derivative work rights
- e) All commercial exploitation rights

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
- c) No third-party claims exist that might challenge ownership
- d) The technology is original and does not infringe existing patents

3. CONSIDERATION

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

- a) Issue 50,000 preferred membership units to key inventors
- b) Provide ongoing royalty payments of 3% on future commercialization
- c) Maintain employment contracts for primary algorithm developers

4. CONFIDENTIALITY

1 Both parties agree to maintain strict confidentiality regarding the technical specifications of the Semantic Understanding Algorithm.

2 Unauthorized disclosure shall result in immediate financial penalties of \$250,000 per incident.

5. GOVERNING LAW

1 This Agreement shall be governed by the laws of the State of Delaware.

2 Any disputes 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.

3 The Agreement shall be binding upon successors and assigns.

SIGNATURE PAGE

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

Witnessed by:

Sarah Williamson

Chief Strategy Officer