

PATENT ASSIGNMENT AND INTELLECTUAL PROPERTY TRANSFER AGREEMENT

PARTIES

This Patent Assignment and Intellectual Property Transfer Agreement ("Agreement") is executed on January 22, 2024, by and between:

ASSIGNOR: Nexus Intelligent Systems, Inc., a Delaware corporation with principal offices at 1200 Technology Park Drive, San Jose, California 95134 ("Assignor")

and

ASSIGNEE: Nexus Intelligent Technologies Holdings, LLC, a Delaware limited liability company with principal offices at the same address ("Assignee")

RECITALS

WHEREAS, Assignor has developed a proprietary Advanced Predictive Analytics Algorithm (the "Intellectual Property") through substantial research and development efforts;

WHEREAS, the Intellectual Property represents a critical technological innovation in enterprise AI-driven predictive maintenance solutions;

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

DEFINITIONS

1 "Intellectual Property" shall mean the patented predictive analytics algorithm, including all associated source code, documentation, derivative works, and related technological implementations, more specifically described in Exhibit A.

2 "Patent Rights" shall encompass all current and future patent applications, issued patents, continuations, continuations-in-part, divisional applications, and international patent filings related to the core algorithmic technology.

ASSIGNMENT OF RIGHTS

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 economic rights and potential future revenue streams

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) All necessary development documentation is complete and transferable

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

CONFIDENTIALITY

1 Both parties agree to maintain strict confidentiality regarding the technical details of the Intellectual Property, with unauthorized disclosure subject to significant financial penalties.

2 Assignor's key technical personnel shall execute non-disclosure agreements concurrent with this transfer.

GOVERNING LAW

1 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, with any disputes to be resolved through binding arbitration in Santa Clara County, California.

ADDITIONAL PROVISIONS

1 Technology Transfer Support

Assignor shall provide comprehensive technology transfer support, including:

- Detailed technical documentation
- Knowledge transfer sessions
- Ongoing consultation for up to 12 months post-execution

2 Future Collaboration

The parties acknowledge potential future collaborative opportunities and agree to negotiate in good faith for potential joint development initiatives.

SIGNATURES

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

ASSIGNOR:

Nexus Intelligent Systems, Inc.

By:

Dr. Elena Rodriguez

Chief Executive Officer

ASSIGNEE:

Nexus Intelligent Technologies Holdings, LLC

By:

Michael Chen

Managing Member

EXHIBIT A: DETAILED ALGORITHM SPECIFICATION [Attached Separately]