

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

PARTIES

This Intellectual Property Assignment Agreement (the "Agreement") is entered into as of 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 (the "Company")

and

ASSIGNEE: [Assignee Name], a [State of Incorporation] corporation with principal offices at [Address] (the "Assignee")

RECITALS

WHEREAS, the Company is engaged in the business of providing advanced AI-driven predictive maintenance and digital transformation solutions;

WHEREAS, the Company has developed certain intellectual property related to its proprietary machine learning diagnostic tools and enterprise automation platforms;

WHEREAS, the Assignee desires to acquire all right, title, and interest in certain intellectual property developed by the Company;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. DEFINITIONS

1 "Assigned IP" shall mean all intellectual property rights, including but not limited to patents, trade secrets, copyrights, trademarks, and related know-how specifically identified in Exhibit A to this Agreement.

2 "Effective Date" shall mean the date first written above.

3 "Confidential Information" shall mean all technical, business, and operational information disclosed by the Company, whether in written, electronic, or other tangible form.

2. ASSIGNMENT OF INTELLECTUAL PROPERTY

1 Complete Assignment. The Company hereby irrevocably assigns, transfers, and conveys to the Assignee all right, title, and interest in and to the Assigned IP, including:

- a) All patents and patent applications related to predictive maintenance algorithms;
- b) Source code for machine learning diagnostic tools;
- c) Technical documentation and implementation guides;
- d) All derivative works and improvements to existing intellectual property;
- e) All associated goodwill and rights to pursue past, present, and future infringement claims.

2 Scope of Assignment. The assignment includes worldwide rights in all jurisdictions, with full right to sue, recover damages, and enforce intellectual property rights.

3. REPRESENTATIONS AND WARRANTIES

1 Company Representations. The Company represents and warrants that:

- a) It has full legal right and authority to assign the Assigned IP;
- b) The Assigned IP is free from any liens, encumbrances, or third-party claims;
- c) The Company has not granted any licenses or sublicenses to the Assigned IP;
- d) To the best of its knowledge, the Assigned IP does not infringe any third-party intellectual property rights.

2 Assignee Acknowledgments. The Assignee acknowledges:

- a) The Assigned IP is provided "AS IS" without additional warranties;
- b) The Assignee has conducted its own due diligence and is satisfied with the intellectual property;

4. CONSIDERATION

1 In consideration for the complete assignment of intellectual property, the Assignee shall pay the Company the sum of FIVE MILLION DOLLARS (\$5,000,000), payable as follows:

- a) \$2,500,000 upon execution of this Agreement;
- b) \$2,500,000 within 30 days of the Effective Date

5. CONFIDENTIALITY

1 The Assignee shall maintain strict confidentiality regarding the Assigned IP and shall not disclose any confidential information to third parties without prior written consent.

2 Confidentiality obligations shall survive the termination of this Agreement for a period of five (5) years.

6. INDEMNIFICATION

1 The Company agrees to indemnify and hold harmless the Assignee against any claims, damages, or legal expenses arising from any breach of the representations made in Section 3.

2 The Assignee's total indemnification recovery shall not exceed the total consideration paid under this Agreement.

7. MISCELLANEOUS PROVISIONS

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

2 Entire Agreement. This document constitutes the entire understanding between the parties and supersedes all prior negotiations and agreements.

3 Amendment. No modification of this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.

8. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the Effective Date.

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

ASSIGNEE:

By:

[Authorized Signatory]

[Title]

Exhibit A: Detailed Intellectual Property Schedule (Attached)