

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

PARTIES

This Intellectual Property Assignment Agreement ("Agreement") is entered into as of January 22, 2024, by and between:

ASSIGNOR: Dr. Elena Rodriguez, an individual residing at [REDACTED], hereinafter referred to as "Inventor"

ASSIGNEE: Nexus Intelligent Systems, Inc., a Delaware corporation with principal offices at 1200 Technology Park Drive, San Jose, California 95134, hereinafter referred to as "Company"

RECITALS

WHEREAS, the Inventor has developed a novel Contextual Learning Software Invention ("Invention") that enables adaptive machine learning algorithms to dynamically interpret complex industrial sensor data;

WHEREAS, the Invention was conceived and developed during the Inventor's employment with Nexus Intelligent Systems, Inc.;

WHEREAS, the Company desires to acquire full ownership and intellectual property rights to the Invention;

DEFINITIONS

1 "Invention" shall mean the proprietary software algorithm and associated methodological approach for contextual machine learning, specifically designed for predictive maintenance and diagnostic analysis in industrial environments.

2 "Intellectual Property Rights" shall include all patents, patent applications, trade secrets, copyrights, and associated derivative works related to the Invention.

ASSIGNMENT OF INTELLECTUAL PROPERTY

1 Complete Assignment

The Inventor hereby irrevocably assigns and transfers to the Company all right, title, and interest in

and to the Invention, including but not limited to:

- All worldwide patent rights
- All copyright interests
- All trade secret protections
- All derivative work development rights
- All commercial exploitation rights

2 Scope of Assignment

The assignment includes all present and future iterations, modifications, and implementations of the Invention, regardless of technological platform or specific industrial application.

INVENTOR REPRESENTATIONS AND WARRANTIES

1 The Inventor represents and warrants that:

- a) They are the sole and original creator of the Invention
- b) The Invention is original and does not infringe upon any existing intellectual property
- c) No third-party claims exist regarding the Invention's ownership or development
- d) They have full legal capacity to execute this assignment

COMPENSATION

1 In consideration of this assignment, the Company agrees to:

- Issue a one-time payment of \$175,000 to the Inventor
- Grant 5,000 restricted stock units vesting over 36 months
- Provide ongoing recognition as the Invention's original creator in relevant corporate documentation

CONFIDENTIALITY

1 The Inventor agrees to maintain strict confidentiality regarding the Invention's technical details and development process, both during and after the assignment.

2 Any unauthorized disclosure may result in legal action and potential financial penalties.

GOVERNING LAW

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

2 Any disputes arising from this Agreement shall be resolved through binding arbitration in Santa Clara County, California.

MISCELLANEOUS PROVISIONS

1 This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations or agreements.

2 The Agreement may only be modified through a written instrument signed by both parties.

SIGNATURES

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

INVENTOR:

Dr. Elena Rodriguez

Date: January 22, 2024

ASSIGNEE:

Michael Chen, CTO

Nexus Intelligent Systems, Inc.

Date: January 22, 2024

Witnessed By:

Sarah Williamson

Chief Strategy Officer

Nexus Intelligent Systems, Inc.