

PATENT ASSIGNMENT AND INTELLECTUAL PROPERTY TRANSFER AGREEMENT

PARTIES

This Patent Assignment and Intellectual Property Transfer Agreement (the "Agreement") is executed on 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 HOLDING, LLC, a Delaware limited liability company with principal offices at the same address (hereinafter referred to as "Assignee")

RECITALS

WHEREAS, Assignor is the sole and exclusive owner of certain intellectual property related to neural network performance optimization technologies, as more particularly described herein;

WHEREAS, Assignor desires to transfer and assign all right, title, and interest in certain patent assets to Assignee;

WHEREAS, this transfer is part of an internal corporate restructuring to optimize intellectual property management and protection;

DEFINITIONS

1 "Patent Assets" shall mean those certain patent applications and associated intellectual property rights specifically enumerated in Exhibit A, including but not limited to:

- a) U.S. Patent Application Serial No. 17/892,345 - "Method and System for Dynamic Neural Network Performance Optimization"
- b) Provisional Patent Application Serial No. 63/287,621
- c) All associated trade secrets, know-how, and derivative technological improvements

2 "Effective Date" shall mean the date of execution of this Agreement.

ASSIGNMENT OF PATENT ASSETS

1 Complete Transfer. Assignor hereby irrevocably transfers, conveys, and assigns to Assignee all right, title, and interest in the Patent Assets, including:

- a) All worldwide patent rights
- b) All continuation, divisional, and continuation-in-part applications
- c) All priority rights
- d) All rights to sue for past, present, and future infringements

2 Representations and Warranties. Assignor represents and warrants that:

- a) It has full legal right and authority to assign the Patent Assets
- b) The Patent Assets are free from any encumbrances
- c) No third-party claims exist that would impair the transfer of rights
- d) All maintenance fees and filing requirements have been timely satisfied

CONSIDERATION

1 The consideration for this transfer shall be the internal corporate restructuring and potential future tax and strategic benefits, with no additional monetary compensation required.

CONFIDENTIALITY

1 Both parties acknowledge that the Patent Assets contain confidential and proprietary information.

2 Assignee agrees to maintain the confidentiality of all transferred intellectual property consistent with industry-standard protection protocols.

GOVERNING LAW

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

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.

2 No modifications shall be effective unless executed in writing by authorized representatives of both parties.

3 This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

SIGNATURES

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

NEXUS TECHNOLOGIES HOLDING, LLC

By:

Michael Chen

Managing Member

Exhibit A: Detailed Patent Asset Schedule (Attached)