

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 with principal residence at [REDACTED], hereinafter referred to as "Assignor"

ASSIGNEE: Nexus Intelligent Systems, Inc., a Delaware corporation with its principal place of business at 1200 Technology Park Drive, San Jose, California 95134, hereinafter referred to as "Assignee"

RECITALS

WHEREAS, Assignor is the original creator and primary developer of certain proprietary artificial intelligence algorithms and associated machine learning models (collectively, the "Intellectual Property");

WHEREAS, the Intellectual Property was developed during Assignor's employment with Nexus Intelligent Systems, Inc. as Chief Executive Officer;

WHEREAS, Assignee desires to acquire full ownership and exclusive rights to the Intellectual Property;

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

1. DEFINITIONS

1 "Intellectual Property" shall mean all algorithms, source code, machine learning models, predictive analytics frameworks, and associated documentation developed by Assignor, specifically including but not limited to:

- Predictive Maintenance Algorithm v2.3
- Industrial Machine Learning Diagnostic Toolkit
- Enterprise Automation Neural Network Framework

2 "Confidential Information" shall include all technical specifications, performance metrics, architectural designs, and implementation strategies related to the Intellectual Property.

2. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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

- All patent rights
- Copyright interests
- Trade secret protections
- Derivative work rights
- Worldwide intellectual property rights

2 Scope of Assignment. The assignment includes all present and future iterations, improvements, and modifications of the Intellectual Property, regardless of development timeline or method of creation.

3. REPRESENTATIONS AND WARRANTIES

1 Assignor represents and warrants that:

- a) Assignor is the sole and original creator of the Intellectual Property
- b) The Intellectual Property is original and does not infringe upon any third-party rights
- c) Assignor has full legal capacity to execute this assignment
- d) No prior agreements restrict the transfer of these intellectual property rights

2 Assignor confirms that all development of the Intellectual Property occurred within the scope of employment with Assignee and using company resources.

4. COMPENSATION

1 In consideration of this assignment, Assignee shall:

- Grant Assignor 50,000 restricted stock units vesting over 36 months
- Provide a one-time cash payment of \$250,000
- Maintain Assignor's current executive compensation and benefits package

5. CONFIDENTIALITY

1 Assignor agrees to maintain strict confidentiality regarding the Intellectual Property and shall not disclose any related information to third parties.

2 This confidentiality obligation survives the termination of this Agreement indefinitely.

6. GOVERNING LAW

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

7. MISCELLANEOUS

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

2 Any modifications must be made in writing and signed by both parties.

SIGNATURE PAGE

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

ASSIGNOR:

Dr. Elena Rodriguez

Date: January 22, 2024

ASSIGNEE:

Michael Chen, Chief Technology Officer

Nexus Intelligent Systems, Inc.

Date: January 22, 2024