

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 INTELLIGENT SYSTEMS, INC. INTELLECTUAL PROPERTY TRUST, a Delaware statutory trust (hereinafter referred to as "Assignee")

RECITALS

WHEREAS, Assignor is the sole developer and current owner of the proprietary Adaptive AI Algorithm: Real-Time Decision Inference Mechanism (Patent Application No. NIS-2023-AI-001);

WHEREAS, the invention represents a critical technological advancement in predictive analytics and machine learning inference mechanisms;

WHEREAS, Assignor desires to formally transfer all intellectual property rights associated with said invention to its dedicated intellectual property trust;

DEFINITIONS

1 "Adaptive AI Algorithm" shall mean the patented technological mechanism for real-time decision inference developed by Assignor's research and development team.

2 "Intellectual Property" shall include all patent rights, trade secrets, technical documentation, source code, and derivative works associated with the Adaptive AI Algorithm.

3 "Transfer Date" shall mean the effective date of complete intellectual property assignment, being January 22, 2024.

ASSIGNMENT OF INTELLECTUAL PROPERTY

1 Complete Transfer

Assignor hereby irrevocably transfers and assigns to Assignee all right, title, and interest in the Adaptive AI Algorithm, including but not limited to:

- a) All existing and future patent rights
- b) All associated trade secrets and proprietary methodologies
- c) All derivative works and technological extensions
- d) All global patent filing rights and prosecution capabilities

2 Consideration

In consideration of this transfer, Assignee shall provide:

- Continued employment protections for key inventors
- Potential future royalty considerations based on commercial implementation
- Preservation of inventor recognition in all future documentation

REPRESENTATIONS AND WARRANTIES

1 Assignor represents and warrants that:

- It is the sole and exclusive owner of the intellectual property
- No third-party claims exist against the intellectual property
- All necessary documentation for patent prosecution is complete and accurate

2 Assignor guarantees that the Adaptive AI Algorithm:

- Represents an original technological innovation
- Has demonstrable commercial and scientific utility
- Meets all United States Patent and Trademark Office requirements

CONFIDENTIALITY AND RESTRICTIONS

1 Both parties agree to maintain strict confidentiality regarding the technical specifications of the Adaptive AI Algorithm.

2 Any unauthorized disclosure shall result in immediate legal remedies, including potential monetary damages not less than \$500,000.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, with exclusive jurisdiction residing in Santa Clara County, California.

SIGNATURES

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

NEXUS INTELLIGENT SYSTEMS, INC. INTELLECTUAL PROPERTY TRUST

By:

Michael Chen

Trustee

EXECUTED AND DELIVERED

January 22, 2024