

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

CONFIDENTIAL

Contextual Pattern Recognition Software Invention

BETWEEN:

Nexus Intelligent Systems, Inc.

(hereinafter referred to as the "Company")

AND

Dr. Elena Rodriguez

(hereinafter referred to as the "Inventor")

EFFECTIVE DATE: January 22, 2024

1. RECITALS

1 WHEREAS, Nexus Intelligent Systems, Inc. is an enterprise AI services company specializing in advanced predictive analytics and intelligent automation technologies;

2 WHEREAS, Dr. Elena Rodriguez is the Chief Executive Officer and primary inventor of certain proprietary software technologies developed within the company;

3 WHEREAS, the Inventor has developed a novel Contextual Pattern Recognition Software Invention (hereinafter "Invention") during the course of employment with the Company;

2. DEFINITIONS

1 "Invention" shall mean the proprietary algorithmic framework for contextual pattern recognition utilizing machine learning techniques, specifically designed for predictive maintenance and diagnostic analysis in industrial environments.

2 "Intellectual Property" shall include all patents, patent applications, trade secrets, copyrights, and related documentation associated with the Invention.

3. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

1 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:

- a) All worldwide patent rights
- b) Copyright interests
- c) Trade secret protections
- d) All derivative works and improvements

2 This assignment includes all present and future intellectual property rights related to the Invention, regardless of whether such rights have been registered or are currently contemplated.

4. REPRESENTATIONS AND WARRANTIES

1 The Inventor represents and warrants that:

- a) The Invention is original and created solely by the Inventor
- b) No third-party claims exist against the Invention
- c) The Inventor has full legal capacity to execute this assignment
- d) The Invention does not infringe upon any existing intellectual property rights

5. COMPENSATION AND CONSIDERATION

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

- a) Grant the Inventor a one-time bonus of \$75,000
- b) Provide additional stock options representing 0.5% of the company's total equity
- c) Recognize the Inventor's contribution in all related patent documentation

6. CONFIDENTIALITY

1 The Inventor agrees to maintain strict confidentiality regarding the Invention and any related proprietary information, both during and after employment with the Company.

2 Any unauthorized disclosure shall constitute a material breach of this agreement.

7. GOVERNING LAW

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

Delaware.

8. MISCELLANEOUS PROVISIONS

1 This Agreement constitutes the entire understanding between the parties regarding the Invention.

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

9. SIGNATURES

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

Dr. Elena Rodriguez

Inventor

Michael Chen

Chief Technology Officer

Nexus Intelligent Systems, Inc.

Date: January 22, 2024