

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Agreement") is entered into as of January 1, 2023, by and between:

ASSIGNOR: Dr. Elena Rodriguez, an individual residing at 1742 Innovation Drive, Austin, Texas 78758 ("Assignor")

and

ASSIGNEE: ControlSync Solutions, a Delaware corporation with principal offices at 500 Technology Parkway, Austin, Texas 78758 ("Assignee")

RECITALS

WHEREAS, Assignor is the sole creator and original owner of certain intellectual property related to industrial automation software algorithms and predictive maintenance methodologies;

WHEREAS, Assignor desires to assign all rights, title, and interest in such intellectual property to Assignee;

WHEREAS, Assignee wishes to acquire full ownership and control of the intellectual property developed by Assignor;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. DEFINITIONS

1.1 "Intellectual Property" shall mean all patents, patent applications, trade secrets, algorithms, source code, technical documentation, and related intellectual property created by Assignor prior to or during the assignment period.

1.2 "Assignment Date" means January 1, 2023, the effective date of this Agreement.

2. ASSIGNMENT OF INTELLECTUAL PROPERTY

2.1 Complete Assignment. Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all right, title, and interest in and to the Intellectual Property, including all associated rights, worldwide.

2.2 Scope of Assignment. The assignment includes all present and future rights in the Intellectual Property, including: a) All patent rights b) Copyrights c) Trade secret protections d) Derivative work rights e) Moral rights

3. COMPENSATION

3.1 In consideration for the complete assignment of Intellectual Property, Assignee shall: a) Pay Assignor a one-time lump sum payment of \$250,000 b) Grant Assignor 5,000 restricted stock units in ControlSync Solutions, vesting over three years c) Provide ongoing consulting opportunities at a rate of \$250 per hour for up to 80 hours annually for three years

4. REPRESENTATIONS AND WARRANTIES

4.1 Assignor represents and warrants that: a) Assignor is the sole and exclusive owner of the Intellectual Property b) The Intellectual Property is original and created by Assignor c) There are no existing encumbrances or third-party claims on the Intellectual Property d) Assignor has full legal capacity to execute this assignment

5. CONFIDENTIALITY

5.1 Assignor agrees to maintain strict confidentiality regarding the Intellectual Property and Assignee's business operations.

5.2 Assignor shall not disclose any confidential information to third parties without prior written consent from Assignee.

6. GOVERNING LAW

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

6.2 Any disputes arising from this Agreement shall be resolved through arbitration in Travis County, Texas.

7. MISCELLANEOUS

7.1 This Agreement constitutes the entire understanding between the parties.

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

7.3 This Agreement is binding upon the heirs, successors, and assigns of 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 1, 2023

ASSIGNEE:

Michael Chen, CEO ControlSync Solutions Date: January 1, 2023

Witnessed by:

Sarah Thompson Legal Counsel, ControlSync Solutions Date: January 1, 2023