

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

PARTIES

This Intellectual Property Assignment Agreement ("Agreement") is entered into as of January 22, 2024, by and between:

ASSIGNOR: Nexus Intelligent Systems, Inc., a Delaware corporation with principal offices at 1200 Technology Park Drive, San Jose, California 95134 ("Assignor")

and

ASSIGNEE: [Counterparty Name - To Be Completed During Transaction]

RECITALS

WHEREAS, Assignor has developed a proprietary AI-Driven Predictive Maintenance System (the "Intellectual Property") through significant research, development, and technological innovation;

WHEREAS, the Intellectual Property represents a comprehensive machine learning platform designed for advanced diagnostic and predictive maintenance capabilities across industrial sectors;

WHEREAS, Assignor desires to transfer and assign all rights, title, and interest in the Intellectual Property to Assignee;

DEFINITIONS

1 "Intellectual Property" shall mean all patents, patent applications, trade secrets, source code, algorithms, machine learning models, technical documentation, and related intellectual property rights associated with the AI-Driven Predictive Maintenance System, including but not limited to:

- a) Predictive diagnostic algorithms
- b) Machine learning training datasets
- c) Software architecture and implementation
- d) User interface designs
- e) Technical specifications and documentation

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

ASSIGNMENT OF INTELLECTUAL PROPERTY

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

- a) All worldwide patent rights
- b) Copyrights and related rights
- c) Trade secret protections
- d) Derivative work rights
- e) All associated documentation and technical materials

2 Representations and Warranties. Assignor represents and warrants that:

- a) Assignor is the sole and exclusive owner of the Intellectual Property
- b) The Intellectual Property is free from any encumbrances
- c) Assignor has full legal capacity to execute this assignment
- d) No third-party claims exist against the Intellectual Property
- e) The Intellectual Property represents original work product

CONSIDERATION

1 In consideration for the complete assignment of Intellectual Property, Assignee shall:

- a) Pay Assignor a lump sum payment of \$3,750,000
- b) Provide ongoing royalty payments of 3% on net revenues derived from the Intellectual Property for a period of five (5) years from the Effective Date

CONFIDENTIALITY

1 Both parties agree to maintain strict confidentiality regarding the terms of this Agreement and the transferred Intellectual Property.

2 Assignor shall execute all necessary documentation to perfect the transfer of Intellectual Property rights.

GOVERNING LAW

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

California.

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 Modifications must be made in writing and signed by authorized representatives of both parties.

3 The invalidity of any provision shall not affect the validity of remaining provisions.

SIGNATURES

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

ASSIGNOR:

Nexus Intelligent Systems, Inc.

By:

Dr. Elena Rodriguez

Chief Executive Officer

Date: January 22, 2024

ASSIGNEE:

[Signature Block]

By:

[Authorized Representative]

[Title]

Date: