

# **PATENT ASSIGNMENT AND INTELLECTUAL PROPERTY TRANSFER AGREEMENT**

## **PARTIES**

This Patent Assignment and Intellectual Property Transfer Agreement ("Agreement") is executed on 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: Nexus AI Holdings, LLC, a Delaware limited liability company with principal offices at the same address ("Assignee")

## **RECITALS**

WHEREAS, Assignor is the sole and exclusive owner of certain intellectual property related to deep learning model optimization technologies, as more particularly described herein;

WHEREAS, Assignor desires to transfer and assign all right, title, and interest in certain patent rights to Assignee;

WHEREAS, the parties intend to effectuate a comprehensive transfer of intellectual property rights associated with the Deep Learning Model Optimization Patent (Patent Application No. NIS-2023-AI-001);

## **DEFINITIONS**

1 "Patent Rights" shall mean all rights, titles, and interests in the patent application, including:

- a) All current and future patent applications
- b) All issued patents
- c) All continuations, continuations-in-part, divisional, and derivative applications
- d) All foreign counterpart applications and patents

2 "Effective Date" means the date of execution of this Agreement.

## **ASSIGNMENT OF PATENT RIGHTS**

### **1 Complete Assignment**

Assignor hereby irrevocably and unconditionally assigns, transfers, and conveys to Assignee all of its right, title, and interest in and to the Patent Rights, including:

- a) All worldwide patent rights
- b) All associated intellectual property
- c) All past, present, and future claims and causes of action
- d) All proceeds and damages related to patent infringement

### **2 Representations and Warranties**

Assignor represents and warrants that:

- a) It has full legal right and authority to assign the Patent Rights
- b) The Patent Rights are free of all encumbrances
- c) No third-party claims exist that would impair the transfer
- d) All inventive contributions have been properly documented

## **CONSIDERATION**

1 In consideration for the assignment of Patent Rights, Assignee shall:

- a) Issue 50,000 Class A membership units
- b) Pay a one-time transfer fee of \$750,000
- c) Provide ongoing royalty payments of 3% on net revenues derived from the Patent Rights

## **ADDITIONAL COVENANTS**

1 Assignor agrees to:

- a) Cooperate in all patent prosecution efforts
- b) Execute additional documents as reasonably required
- c) Assist in potential future patent enforcement actions

2 Assignee shall:

- a) Maintain and protect the Patent Rights
- b) Pursue additional patent protections as deemed appropriate

c) Provide periodic reporting on patent utilization

## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

## **CONFIDENTIALITY**

All terms of this Agreement shall be considered strictly confidential and may not be disclosed without prior written consent of both parties.

## **SIGNATURES**

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

ASSIGNOR:

Nexus Intelligent Systems, Inc.

**By:**

Dr. Elena Rodriguez

Chief Executive Officer

ASSIGNEE:

Nexus AI Holdings, LLC

**By:**

Michael Chen

Managing Member

[Notary Seal and Certification]