

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 TECHNOLOGIES HOLDING, LLC, a Delaware limited liability company with principal offices at the same address (hereinafter referred to as "Assignee")

RECITALS

WHEREAS, Assignor is the sole and exclusive owner of certain intellectual property related to Neural Network Topology Optimization, as more particularly described in United States Patent Application Serial No. 17/892,456, filed on December 15, 2022 (the "Patent");

WHEREAS, Assignor desires to transfer and assign all right, title, and interest in the Patent to Assignee;

WHEREAS, this transfer is part of an internal corporate restructuring to optimize intellectual property management and asset protection;

DEFINITIONS

1 "Patent" shall mean United States Patent Application Serial No. 17/892,456, including all associated claims, continuations, divisionals, and any international patent applications derived therefrom.

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

3 "Intellectual Property Rights" shall include all patents, patent applications, trade secrets, know-how, and related documentation associated with the Patent.

ASSIGNMENT OF INTELLECTUAL PROPERTY

1 Complete Assignment

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

- a) All rights to file, prosecute, and maintain the Patent
- b) All rights to enforce the Patent against third-party infringement
- c) All economic rights and royalties associated with the Patent
- d) All derivative and continuation patent rights

2 Representations and Warranties

Assignor represents and warrants that:

- a) It is the sole and exclusive owner of the Patent
- b) The Patent is valid and enforceable
- c) There are no pending claims or litigation related to the Patent
- d) No third-party rights encumber the Patent

CONSIDERATION

1 In consideration of this assignment, Assignee shall issue to Assignor 50,000 Class B non-voting membership units in Nexus Technologies Holding, LLC, representing a 2.5% equity interest in the holding company.

ADDITIONAL COVENANTS

1 Assignor agrees to:

- a) Execute all necessary documents to perfect the Patent transfer
- b) Cooperate in any future patent prosecution or enforcement activities
- c) Maintain strict confidentiality regarding the Patent's technical details

2 Assignee agrees to:

- a) Assume all responsibilities for Patent maintenance
- b) Indemnify Assignor against any future Patent-related claims
- c) Provide Assignor with periodic updates regarding Patent development

MISCELLANEOUS PROVISIONS

1 Governing Law

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

2 Entire Agreement

This document constitutes the entire understanding between the parties and supersedes all prior negotiations and agreements.

3 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

SIGNATURES

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

NEXUS TECHNOLOGIES HOLDING, LLC

By:

Michael Chen

Chief Technology Officer