

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 COMPANY, a Delaware corporation with principal offices at the same address (hereinafter referred to as "Assignee")

RECITALS

WHEREAS, Assignor has developed certain proprietary neural network generalization technologies with specific adaptive learning strategies;

WHEREAS, the patent titled "Neural Network Generalization: Adaptive Learning Strategies" represents a critical intellectual property asset with significant commercial potential;

WHEREAS, Assignor desires to formally transfer all rights, title, and interest in said patent to Assignee;

DEFINITIONS

1 "Patent" shall mean United States Patent Application Serial No. 17/892,456, filed on December 15, 2022, relating to adaptive machine learning generalization techniques.

2 "Intellectual Property" shall include all associated trade secrets, know-how, technical documentation, and derivative works related to the Patent.

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

ASSIGNMENT OF RIGHTS

1 Complete Transfer

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

- All worldwide patent rights
- All continuation, divisional, and continuation-in-part applications
- All priority rights
- All economic rights and benefits
- All enforcement and licensing capabilities

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) No third-party claims exist against the Patent
- d) All inventive work was conducted by authorized personnel
- e) All necessary documentation and inventor assignments are complete

CONSIDERATION

1 In consideration of this assignment, Assignee shall:

- Issue 50,000 restricted stock units to key inventors
- Provide ongoing royalty participation of 3% on commercial implementations
- Maintain inventor recognition in all future patent filings

CONFIDENTIALITY

1 Both parties agree to maintain strict confidentiality regarding the technical details of the Patent, with unauthorized disclosure subject to liquidated damages of \$500,000 per incident.

GOVERNING LAW

1 This Agreement shall be governed by the laws of the State of Delaware, with any disputes subject to binding arbitration in Santa Clara County, California.

INDEMNIFICATION

1 Assignor agrees to indemnify Assignee against any third-party claims related to the Patent's development or prior use, with total indemnification not to exceed \$2,000,000.

EXECUTION

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

ASSIGNOR SIGNATURE

Nexus Intelligent Systems, Inc.

By:

Dr. Elena Rodriguez

Chief Executive Officer

Date: January 22, 2024

ASSIGNEE SIGNATURE

Nexus Technologies Holding Company

By:

Michael Chen

Chief Technology Officer

Date: January 22, 2024

WITNESS

Executed in the presence of:

Legal Counsel Signature

Jane Hartman, Esq.

Wilson, Sonsini, Goodrich & Rosati