INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

PREAMBLE

This Intellectual Property Assignment 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 (the "Assignor"), and the undersigned assignee (the "Assignee").

RECITALS

WHEREAS, Assignor has developed a proprietary Semantic Understanding Algorithm for Natural Language Processing (the "Intellectual Property");

WHEREAS, the Intellectual Property represents a critical technological asset with significant commercial potential in enterprise AI services and predictive analytics;

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

DEFINITIONS

1 "Intellectual Property" shall mean the complete semantic understanding algorithm, including but not limited to:

a) Source code

b) Architectural design documents

c) Training datasets

d) Algorithmic methodology

e) Associated machine learning models

2 "Confidential Information" shall include all technical, financial, and strategic information related to the Intellectual Property.

ASSIGNMENT OF RIGHTS

1 Complete Transfer. Assignor hereby irrevocably assigns and transfers to Assignee all worldwide rights, title, and interest in the Intellectual Property, including:

a) All patent rights

b) Copyright interests

c) Trade secret protections

d) Derivative work rights

e) Licensing capabilities

2 Scope of Assignment. The assignment includes all present and future rights in the Intellectual Property, encompassing:

- Existing implementations

- Potential future iterations

- Underlying algorithmic concepts

- Developmental research materials

REPRESENTATIONS AND WARRANTIES

1 Assignor represents and warrants that:

a) It possesses full legal right to assign the Intellectual Property

b) No prior agreements restrict this transfer

c) The Intellectual Property is original and created by Assignor's employees

d) There are no pending legal claims against the Intellectual Property

2 Assignor confirms the Intellectual Property:

- Represents a novel approach to semantic understanding

- Demonstrates measurable performance improvements over existing natural language processing techniques

- Has potential applications across multiple enterprise technology domains

CONSIDERATION

1 In consideration for this assignment, Assignee shall:

a) Provide a one-time payment of $1,250,000

b) Grant ongoing royalty considerations of 3% on future commercialization

c) Provide potential future consulting opportunities for key inventors

CONFIDENTIALITY

1 Both parties agree to maintain strict confidentiality regarding the Intellectual Property's technical specifications and commercial potential.

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

GOVERNING LAW

1 This Agreement shall be governed by the laws of the State of California.

2 Any disputes 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.

SIGNATURES

EXECUTED this 22nd day of January, 2024.

ASSIGNOR:

Nexus Intelligent Systems, Inc.

By:

Dr. Elena Rodriguez

Chief Executive Officer

ASSIGNEE:

[Assignee Name]

By:

[Authorized Representative]

WITNESS:

Legal Counsel Signature