INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

DEEP LEARNING ALGORITHMIC PROCESS FOR AUTOMATED PATTERN RECOGNITION

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into as of January 22, 2024, by and between:

ASSIGNOR: Dr. Elena Rodriguez, an individual residing at [REDACTED], (hereinafter referred to as "Inventor")

and

ASSIGNEE: Nexus Intelligent Systems, Inc., a Delaware corporation with principal offices at 1200 Technology Park Drive, San Jose, California 95134 (hereinafter referred to as the "Company")

RECITALS

WHEREAS, the Inventor has developed a proprietary deep learning algorithmic process for automated pattern recognition (the "Invention") during the course of employment with Nexus Intelligent Systems, Inc.;

WHEREAS, the Invention represents a significant technological advancement in predictive analytics and machine learning diagnostic tools;

WHEREAS, the Inventor desires to assign all rights, title, and interest in the Invention to the Company;

DEFINITIONS

1 "Invention" shall mean the deep learning algorithmic process for automated pattern recognition, including but not limited to source code, algorithmic design, training methodologies, and associated intellectual property developed by the Inventor.

2 "Intellectual Property Rights" shall include all patents, patent applications, trade secrets, copyrights, trademarks, and other proprietary rights associated with the Invention.

ASSIGNMENT OF INTELLECTUAL PROPERTY

1 Complete Assignment. The Inventor hereby irrevocably assigns and transfers to the Company all right, title, and interest in and to the Invention, including:

a) All Intellectual Property Rights

b) All derivative works and improvements

c) All economic rights and potential future monetization

d) All global patent, copyright, and trade secret protections

2 Scope of Assignment. The assignment includes all present and future rights in the Invention, regardless of whether such rights are known or unknown at the time of execution.

INVENTOR REPRESENTATIONS AND WARRANTIES

1 The Inventor represents and warrants that:

a) They are the sole and original creator of the Invention

b) The Invention is original and does not infringe on any third-party intellectual property rights

c) They have full legal capacity to execute this Assignment

d) No prior agreements restrict the transfer of these rights

COMPENSATION AND CONSIDERATION

1 In consideration of this Assignment, the Company agrees to:

a) Issue a one-time payment of $250,000 to the Inventor

b) Grant 25,000 restricted stock units vesting over three years

c) Provide ongoing recognition as the original inventor in patent filings

CONFIDENTIALITY

1 The Inventor agrees to maintain strict confidentiality regarding the Invention and any related proprietary information, both during and after the assignment.

2 The Inventor shall execute any additional documents required to perfect the Company's intellectual property rights.

GOVERNING LAW

1 This Agreement shall be governed by the laws of the State of California, with exclusive jurisdiction in Santa Clara County.

MISCELLANEOUS PROVISIONS

1 This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations.

2 Any modifications must be made in writing and signed by both parties.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the date first above written.

INVENTOR:

Dr. Elena Rodriguez

Date: January 22, 2024

ASSIGNEE:

Michael Chen, Chief Technology Officer

Nexus Intelligent Systems, Inc.

Date: January 22, 2024

Witnessed by:

Sarah Williamson, Chief Strategy Officer

Date: January 22, 2024