

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

PARTIES

This Intellectual Property Assignment Agreement ("Agreement") is entered into as of January 22, 2024, by and between:

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

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

RECITALS

WHEREAS, the Inventor has developed a novel Probabilistic Reasoning Software Invention ("Invention") involving advanced machine learning algorithms for predictive maintenance and diagnostic analysis;

WHEREAS, the Invention was conceived and developed during the Inventor's employment with Nexus Intelligent Systems, Inc.;

WHEREAS, the Company desires to acquire full ownership and rights to the Invention;

DEFINITIONS

1 "Invention" shall mean the proprietary probabilistic reasoning software algorithm, including but not limited to source code, architectural designs, computational models, and associated intellectual property developed by the Inventor.

2 "Confidential Information" shall encompass all technical specifications, algorithmic details, performance metrics, and implementation strategies related to 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:

- All patent rights
- Copyright interests
- Trade secret protections
- Derivative work rights
- Worldwide intellectual property rights

2 Scope of Assignment

The assignment includes all present and future iterations, versions, and implementations of the Invention, regardless of current or future technological platforms.

INVENTOR REPRESENTATIONS AND WARRANTIES

1 Original Work

The Inventor represents and warrants that:

- The Invention is an original work
- No third-party claims exist against the Invention
- The Inventor has full legal capacity to assign the Invention
- The Invention does not infringe upon any existing intellectual property rights

2 No Prior Encumbrances

The Inventor certifies that the Invention is free from any prior assignments, licenses, or encumbrances that would restrict the Company's full ownership.

COMPENSATION

1 Consideration

In consideration for the complete assignment of the Invention, the Company shall:

- Grant the Inventor a one-time payment of \$250,000
- Provide 5,000 restricted stock units vesting over 36 months
- Acknowledge the Inventor's contribution in all related patent filings

CONFIDENTIALITY

1 Ongoing Obligations

The Inventor agrees to:

- Maintain strict confidentiality regarding the Invention
- Cooperate in patent prosecution and protection efforts
- Assist the Company in potential future intellectual property developments related to the Invention

MISCELLANEOUS PROVISIONS

1 Governing Law

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

2 Dispute Resolution

Any disputes arising from this Agreement shall be resolved through binding arbitration in Santa Clara County, California.

3 Entire Agreement

This document constitutes the complete and exclusive understanding between the parties, superseding all prior negotiations and agreements.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto 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