

# AI Algorithm Efficiency Improvement Patent

## PATENT ASSIGNMENT AND INTELLECTUAL PROPERTY TRANSFER AGREEMENT

### PARTIES

This Patent Assignment and Intellectual Property Transfer Agreement (the "Agreement") is entered into as of 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 ("Assignor")

AND

NEXUS INTELLIGENT SYSTEMS, INC., a Delaware corporation with principal offices at 1200 Technology Park Drive, San Jose, California 95134 ("Assignee")

### RECITALS

WHEREAS, Assignor has developed certain proprietary artificial intelligence algorithms for predictive maintenance and efficiency optimization;

WHEREAS, Assignor desires to formally assign and transfer all intellectual property rights related to these algorithms to Assignee;

WHEREAS, the algorithms represent a significant technological advancement in enterprise AI services and predictive analytics;

### 1. DEFINITIONS

1 "Patent" shall mean United States Patent Application Serial No. 18/345,672, titled "Dynamic Machine Learning Algorithm Efficiency Optimization Methodology" filed on January 15, 2024.

2 "Intellectual Property" shall include all patent rights, trade secrets, technical documentation, source code, and derivative works associated with the Patent.

### 2. ASSIGNMENT OF INTELLECTUAL PROPERTY

1 Complete Transfer. Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all

right, title, and interest in and to the Patent and related Intellectual Property.

2 Scope of Transfer. The transfer includes:

- a) All current and future patent rights
- b) All associated trade secrets and know-how
- c) All derivative works and improvements
- d) All economic rights and benefits derived from the Patent

### **3. REPRESENTATIONS AND WARRANTIES**

1 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) The Patent represents an original technological innovation

2 Assignor confirms that the Patent covers a novel artificial intelligence methodology for:

- a) Dynamic algorithm efficiency optimization
- b) Predictive maintenance performance enhancement
- c) Machine learning computational resource allocation

### **4. CONSIDERATION**

1 In consideration of this assignment, Assignee shall:

- a) Issue 25,000 restricted stock units to key inventors
- b) Provide ongoing royalty participation of 2% on commercial implementations
- c) Maintain inventor recognition in all patent documentation

### **5. CONFIDENTIALITY**

1 Both parties agree to maintain strict confidentiality regarding the technical details of the Patent.

2 Unauthorized disclosure shall result in immediate financial penalties of \$250,000 per incident.

### **6. 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.

## **7. MISCELLANEOUS PROVISIONS**

1 This Agreement constitutes the entire understanding between the parties.

2 Modifications must be made in writing and signed by authorized representatives.

## **SIGNATURE PAGE**

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

**NEXUS INTELLIGENT SYSTEMS, INC.**

**By:**

Dr. Elena Rodriguez

Chief Executive Officer

**By:**

Michael Chen

Chief Technology Officer

**Witnessed by:**

Sarah Williamson

Chief Strategy Officer

[Corporate Seal]