

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 (hereinafter referred to as "Assignor")

AND

NEXUS INTELLIGENT SYSTEMS, INC. INTELLECTUAL PROPERTY HOLDINGS, LLC, a Delaware limited liability company (hereinafter referred to as "Assignee")

RECITALS

WHEREAS, Assignor is the sole owner of certain intellectual property rights related to machine learning interpretability technologies, specifically Patent Application Serial No. 17/892,456 filed on December 15, 2022 (the "Patent");

WHEREAS, Assignor desires to transfer and assign all right, title, and interest in the Patent to Assignee;

WHEREAS, this transfer is part of a comprehensive intellectual property optimization strategy designed to protect and maximize the value of the company's technological innovations;

DEFINITIONS

1 "Patent" shall mean the machine learning interpretability patent application, including all claims, continuations, divisionals, reissues, and foreign counterparts.

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

3 "Confidential Information" shall mean all technical, business, and strategic information related to the Patent.

ASSIGNMENT OF PATENT RIGHTS

1 Complete Assignment

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

- a) All patent rights and applications
- b) All associated intellectual property rights
- c) All past, present, and future claims for damages
- d) The right to sue for past, present, and future infringements
- e) All continuations, divisionals, and foreign patent equivalents

2 Representations and Warranties

Assignor represents and warrants that:

- a) Assignor 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) Assignor has full legal capacity to execute this transfer

CONSIDERATION

1 In consideration of this assignment, Assignee shall:

- a) Issue 50,000 additional membership units to Assignor
- b) Provide ongoing royalty payments of 3% on any future commercialization of the Patent
- c) Maintain Assignor's key inventors as strategic advisors for a period of three (3) years

CONFIDENTIALITY

1 Both parties agree to maintain strict confidentiality regarding the Patent's technical details and commercial potential.

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

GOVERNING LAW

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

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.
- 3 The Agreement shall be binding on successors and assigns.

SIGNATURES

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

NEXUS INTELLIGENT SYSTEMS, INC. INTELLECTUAL PROPERTY HOLDINGS, LLC

By:

Michael Chen

Chief Technology Officer

Dated: January 22, 2024