INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

ADAPTIVE DEEP LEARNING INFERENCE TECHNIQUE

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 with a principal address at 1275 Innovation Drive, San Jose, California 95134 ("Assignor")

and

ASSIGNEE: Nexus Intelligent Systems, Inc., a Delaware corporation with its principal place of business at 1275 Innovation Drive, San Jose, California 95134 ("Assignee" or the "Company")

RECITALS

WHEREAS, Assignor is the sole inventor and original creator of a novel adaptive deep learning inference technique with unique algorithmic capabilities for predictive maintenance and industrial diagnostics (the "Intellectual Property");

WHEREAS, the Intellectual Property represents a significant technological advancement in machine learning inference optimization, specifically designed for enterprise-scale predictive analytics platforms;

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

DEFINITIONS

1 "Intellectual Property" shall mean the proprietary adaptive deep learning inference technique, including but not limited to:

a) Source code

b) Algorithmic design

c) Computational methodology

d) Associated technical documentation

e) All related patent, copyright, and trade secret rights

2 "Effective Date" shall mean the date first written above.

ASSIGNMENT OF INTELLECTUAL PROPERTY

1 Complete Assignment. Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all right, title, and interest in and to the Intellectual Property, including:

a) All worldwide patent, copyright, trademark, and trade secret rights

b) All derivative works and improvements

c) All economic rights and potential future monetization opportunities

d) All claims for past, present, and future infringement

2 Representations and Warranties. Assignor represents and warrants that:

a) Assignor is the sole and exclusive creator of the Intellectual Property

b) The Intellectual Property is original and does not infringe any third-party rights

c) Assignor has full legal capacity to execute this assignment

d) No prior agreements restrict the transfer of these rights

COMPENSATION

1 In consideration of this assignment, Assignee shall:

a) Grant Assignor 50,000 restricted stock units vesting over 36 months

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

c) Recognize Assignor as the original inventor in all related documentation

CONFIDENTIALITY

1 Assignor agrees to maintain strict confidentiality regarding the Intellectual Property and any related trade secrets, both during and after the assignment.

2 Assignor shall execute any additional documents required to perfect Assignee's ownership rights.

GOVERNING LAW

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

2 Any disputes arising from this Agreement shall be resolved through binding arbitration in Santa

Clara County, California.

MISCELLANEOUS

1 This Agreement constitutes the entire understanding between the parties.

2 This Agreement may only be modified through a written instrument signed by both parties.

SIGNATURES

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

ASSIGNOR:

Dr. Elena Rodriguez

Date: January 22, 2024

ASSIGNEE:

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Michael Chen, Chief Technology Officer

Date: January 22, 2024