

# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

## MACHINE LEARNING TOOL: PROBABILISTIC INFERENCE AND PREDICTION

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement") is made and 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 (the "Company")

AND

DR. ELENA RODRIGUEZ, an individual residing at 742 Innovation Lane, Palo Alto, California 94301 (the "Inventor")

## RECITALS

WHEREAS, the Inventor has developed a novel machine learning tool for probabilistic inference and prediction with significant commercial potential;

WHEREAS, the tool was substantially 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 intellectual property associated with this machine learning technology;

## 1. DEFINITIONS

1 "Intellectual Property" shall mean all patents, patent applications, trade secrets, copyrights, and related technological innovations specifically related to the probabilistic inference and prediction machine learning tool.

2 "Technology" means the specific machine learning algorithms, predictive models, and associated software components developed by the Inventor.

## 2. 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 Intellectual Property, including:

- a) All existing and future patent rights
- b) All copyright interests
- c) All trade secret protections
- d) All derivative works and improvements

2 Scope of Assignment. The assignment includes all global rights, perpetual usage rights, and commercial exploitation permissions for the Technology.

### **3. INVENTOR REPRESENTATIONS**

1 The Inventor represents and warrants that:

- a) They are the sole and original creator of the Technology
- b) The Technology is original and does not infringe on any third-party intellectual property rights
- c) No prior agreements restrict the transfer of these intellectual property rights

### **4. COMPENSATION**

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

- a) Issue 5,000 restricted stock units vesting over 36 months
- b) Provide a one-time cash payment of \$250,000
- c) Recognize the Inventor as the primary inventor on all related patent filings

### **5. CONFIDENTIALITY**

1 The Inventor agrees to maintain strict confidentiality regarding the Technology and any related Company information.

2 This confidentiality obligation survives the termination of this Agreement indefinitely.

### **6. ADDITIONAL OBLIGATIONS**

1 The Inventor agrees to:

- a) Cooperate in patent prosecution
- b) Provide technical documentation and knowledge transfer

c) Assist in potential future refinements of the Technology

## **7. 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.

## **8. MISCELLANEOUS**

1 This Agreement constitutes the entire understanding between the parties.

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

## **SIGNATURE PAGE**

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

NEXUS INTELLIGENT SYSTEMS, INC.

**By:**

Michael Chen

Chief Technology Officer

INVENTOR

Dr. Elena Rodriguez

**Witnessed by:**

Sarah Williamson

Chief Strategy Officer