

# **PATENT ASSIGNMENT AND INTELLECTUAL PROPERTY TRANSFER AGREEMENT**

## **PARTIES**

This Patent Assignment and Intellectual Property Transfer Agreement (the "Agreement") is executed on January 22, 2024, by and between:

ASSIGNOR: Nexus Intelligent Systems, Inc., a Delaware corporation with principal offices at 1200 Technology Park Drive, San Jose, California 95134 ("Assignor")

and

ASSIGNEE: Nexus Technologies Holding Corporation, a Delaware corporation with principal offices at the same address ("Assignee")

## **RECITALS**

WHEREAS, Assignor has developed a proprietary Intelligent System Resilience Algorithm (the "Patent") through substantial research and development efforts;

WHEREAS, the Patent represents a critical technological innovation in predictive maintenance and machine learning diagnostic tools;

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

## **DEFINITIONS**

1 "Patent" shall mean the Intelligent System Resilience Algorithm, United States Patent Application Serial No. 17/892,456, filed December 15, 2023.

2 "Intellectual Property" shall include all patents, patent applications, trade secrets, technical documentation, source code, and related intellectual property rights associated with the Patent.

## **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, including:

- a) All worldwide patent rights
- b) All continuation, divisional, and continuation-in-part patent applications
- c) All priority rights
- d) All associated trade secrets and know-how
- e) All derivative works and improvements

2 Representations and Warranties. 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) Assignor has full legal capacity to transfer the Patent

## **CONSIDERATION**

1 In consideration for the Patent assignment, Assignee shall:

- a) Issue 50,000 shares of restricted common stock to Assignor
- b) Pay a one-time transfer fee of \$1,250,000
- c) Provide ongoing royalty payments of 3% on net revenues derived from the Patent for a period of five (5) years

## **CONFIDENTIALITY**

1 Both parties agree to maintain strict confidentiality regarding the terms of this Agreement and the underlying technological specifications.

2 Unauthorized disclosure shall result in immediate financial penalties of \$500,000 per occurrence.

## **GOVERNING LAW**

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

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

## **INDEMNIFICATION**

1 Assignor shall indemnify and hold harmless Assignee against any claims, damages, or legal actions arising from any misrepresentations regarding the Patent.

2 The indemnification obligation shall survive the termination of this Agreement for a period of seven (7) years.

## **EXECUTION**

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

**ASSIGNOR: Nexus Intelligent Systems, Inc.**

**By:**

Dr. Elena Rodriguez

Chief Executive Officer

Date: January 22, 2024

**ASSIGNEE: Nexus Technologies Holding Corporation**

**By:**

Michael Chen

Chief Technology Officer

Date: January 22, 2024

## **WITNESS**

Executed in the presence of:

Legal Counsel Signature

Sarah Williamson, Esq.

Chief Strategy Officer