

# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

## PATENT RIGHTS TRANSFER

This Intellectual Property Assignment Agreement ("Agreement") is executed on 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 "Assignor"), and the undersigned assignee.

### 1. DEFINITIONS

1 "Intellectual Property" shall mean the patent application and associated rights for the Cognitive User Experience Design technology, including all current and future iterations, derivatives, and improvements.

2 "Patent" refers specifically to the provisional patent application titled "Intelligent Software Interface: Adaptive Cognitive User Experience Methodology" filed with the United States Patent and Trademark Office.

3 "Effective Date" means the date of execution of this Agreement.

### 2. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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

- a) All patent rights and applications
- b) All associated trade secrets and proprietary methodologies
- c) All derivative works and future improvements
- d) All global patent filing and prosecution rights

2 Representations and Warranties. Assignor represents and warrants that:

- a) It possesses full legal right to assign the Intellectual Property
- b) No prior agreements restrict this transfer
- c) The Intellectual Property is original and created by Assignor's employees
- d) There are no pending litigation or claims against the Intellectual Property

### **3. CONSIDERATION**

1 In consideration for the complete transfer of Intellectual Property rights, the assignee shall provide:

- a) Immediate cash payment of \$1,750,000
- b) Potential future royalty payments of 3% on net revenues derived from the technology
- c) Continued recognition of original inventors in patent documentation

### **4. CONFIDENTIALITY**

1 Both parties agree to maintain strict confidentiality regarding the technical details of the transferred Intellectual Property.

2 Any disclosure of technical specifications must receive prior written consent from both parties.

### **5. 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.

### **6. INDEMNIFICATION**

1 Assignor agrees to indemnify and hold harmless the assignee against any claims, damages, or legal actions arising from the Intellectual Property prior to the Effective Date.

2 The indemnification shall survive the termination of this Agreement for a period of five (5) years.

### **7. MISCELLANEOUS PROVISIONS**

1 This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations and agreements.

2 Any modifications must be made in writing and signed by authorized representatives of both parties.

### **8. SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment

Agreement as of the Effective Date.

**ASSIGNOR:**

Nexus Intelligent Systems, Inc.

**By:**

Dr. Elena Rodriguez

Chief Executive Officer

Date: January 22, 2024

**ASSIGNEE:**

[Assignee Name]

**By:**

[Authorized Signatory]

**Date:**

**9. ATTACHMENTS**

1 Exhibit A: Detailed Patent Specification

2 Exhibit B: Inventor Declarations

3 Exhibit C: Technical Drawings

*[End of Document]*