AI Algorithm Performance Enhancement Patent

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 ("Assignor")

AND

NEXUS INTELLIGENT SYSTEMS, INC., a Delaware corporation with principal offices at 1200 Technology Park Drive, San Jose, California 95134 ("Assignee")

RECITALS

WHEREAS, Assignor has developed certain proprietary artificial intelligence algorithms for performance enhancement in predictive maintenance systems;

WHEREAS, Assignor desires to formally assign and transfer all intellectual property rights related to these algorithms to Assignee;

WHEREAS, the algorithms represent a critical technological advancement in enterprise AI diagnostic capabilities;

1. DEFINITIONS

1 "Patent" shall mean United States Patent Application Serial No. 18/372,549, titled "Dynamic Machine Learning Performance Optimization Algorithm for Predictive Maintenance Systems" filed on December 15, 2023.

2 "Intellectual Property" shall include all patent rights, trade secrets, technical documentation, source code, and derivative works associated with the Patent.

2. 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 Patent, including:

- All worldwide patent rights

- All continuation, divisional, and continuation-in-part applications

- All rights to sue for past, present, and future infringements

- All associated intellectual property and derivative works

2 Representations and Warranties

Assignor represents and warrants that:

- It is the sole and exclusive owner of the Patent

- The Patent is valid and enforceable

- No third-party claims exist against the Patent

- The Patent represents original and novel technological innovation

3. CONSIDERATION

1 In consideration of this assignment, Assignee shall:

- Issue 25,000 restricted stock units to the Patent's primary inventors

- Provide ongoing royalty payments of 3% on any commercial implementations

- Maintain the inventors' names on all patent documentation

4. CONFIDENTIALITY

1 Both parties agree to maintain strict confidentiality regarding the technical details of the Patent, including:

- Algorithm specifications

- Performance optimization methodologies

- Underlying machine learning architectures

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. MISCELLANEOUS PROVISIONS

1 This Agreement constitutes the entire understanding between the parties.

2 No modifications shall be effective unless executed in writing by authorized representatives of both parties.

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 Intelligent Systems, Inc.

By:

Michael Chen

Chief Technology Officer

Date: January 22, 2024

WITNESSED BY:

Sarah Williamson

Chief Strategy Officer

Signature:

Date: January 22, 2024