

AI Algorithm Robustness 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 enhancing machine learning model robustness, as more particularly described in United States Patent Application Serial No. 17/892,456 (the "Patent Application");

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

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

DEFINITIONS

1 "Intellectual Property" shall mean all patents, patent applications, trade secrets, know-how, and technical documentation related to the AI algorithm robustness enhancement technology.

2 "Effective Date" means the date first written above.

3 "Patent Application" refers to the specific patent application covering AI algorithm robustness enhancement methodologies, filed with the United States Patent and Trademark Office.

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 rights to file, prosecute, and maintain the Patent Application;
- b) All rights to enforce and defend the patent rights;
- c) All current and future economic benefits derived from the Intellectual Property;
- d) All derivative works and improvements to the underlying technology.

2 ****Representations and Warranties****. Assignor represents and warrants that:

- a) Assignor is the sole and exclusive owner of the Intellectual Property;
- b) The Intellectual Property is free from any encumbrances or third-party claims;
- c) Assignor has full legal capacity to assign the Intellectual Property;
- d) The Patent Application contains novel and non-obvious technological innovations.

CONSIDERATION

1 In consideration of this assignment, Assignee shall:

- a) Issue 25,000 restricted stock units to the inventors named in the Patent Application;
- b) Provide ongoing research support and development resources;
- c) Maintain the inventors' names as primary inventors on all related documentation.

CONFIDENTIALITY

1 Both parties agree to maintain strict confidentiality regarding the technical details of the Intellectual Property, using at least the same degree of care used to protect their own confidential information.

GOVERNING LAW

1 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

MISCELLANEOUS PROVISIONS

1 ****Entire Agreement****. This document constitutes the entire understanding between the parties and supersedes all prior negotiations and representations.

2 ****Amendments****. No modification of this Agreement shall be valid unless executed in writing by both parties.

3 ****Severability****. If any provision of this Agreement is found to be invalid, the remaining provisions shall remain in full force and effect.

SIGNATURES

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

ASSIGNOR:

Nexus Intelligent Systems, Inc.

By:

Dr. Elena Rodriguez

Chief Executive Officer

ASSIGNEE:

Nexus Intelligent Systems, Inc.

By:

Michael Chen

Chief Technology Officer