

TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metova Federal, LLC		05/13/2019	Corporation: ARKANSAS
RECEIVING PARTY DATA			
Name:	By Light Professional IT Services LLC		
Street Address:	8484 Westpark Drive, Suite 600		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4870800	RGI	
Registration Number:	4870801	VCCE	
Registration Number:	4870799	PCCE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2564253406		
Email:	ann@denneniqlaw.com		
Correspondent Name:	Ann Dennen		
Address Line 1:	P.O. Box 14340		
Address Line 4:	Huntsville, ALABAMA 35815		
NAME OF SUBMITTER:	Ann I. Dennen		
SIGNATURE:	/Ann I Dennen/		
DATE SIGNED:	10/06/2021		
Total Attachments: 28			
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PURCHASE AND SALE AGREEMENT

by and among

JOHN R. ADAMS,

BROOKE DEVELOPMENT COMPANY, LLC,

BY LIGHT PROFESSIONAL IT SERVICES LLC,

solely for purposes of Section 8.09 and Article IX,

BRADLEY HASSELWANDER and LANI HASSELWANDER,

and

JOHN R. ADAMS, as Seller Representative

Dated as of May 13, 2019

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PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement"), dated as of May 13, 2019, is made and entered into by and among John R. Adams, an individual ("Adams"), Brooke Development Company, LLC, an Arkansas limited liability company ("BDC," and together with Adams, each a "Seller" and, collectively, "Sellers"), By Light Professional IT Services LLC, a Virginia limited liability company ("Buyer"), solely for purposes of Section 8.09 and Article IX, Bradley Hasselwander, an individual ("Hasselwander") and Lani Hasselwander (together with Hasselwander, each a "BDC Owner"), and Adams, solely in his capacity as Seller Representative ("Seller Representative"). Each of the foregoing parties is referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Sellers own all of the issued and outstanding membership interests of, or other equity interests (the "Equity Interests") in Metova Federal, LLC, an Arkansas limited liability company (the "Company");

WHEREAS, the Company is engaged in the business of providing government agencies, commercial customers and universities with (i) IT services and (ii) cybersecurity products, services, training and software development (the "Business");

WHEREAS, the Company has entered into those certain Amended and Restated Employment Contracts, dated as of the date hereof, with certain employees of the Company; and

WHEREAS, Buyer desires to purchase the Equity Interests from Sellers, and Sellers desire to sell the Equity Interests to Buyer, upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. Definitions. As used herein, the following terms have the following meanings:

"2019 Gross Profit" means the Gross Profit for the 2019 Contingent Payment Period.

"2020 Gross Profit" means the Gross Profit for the 2020 Contingent Payment Period.

"Action" means any action, claim, suit, arbitration, investigation, litigation, mediation or proceeding, in each case by or before any Governmental Authority.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person. For purposes of this

definition, “control” when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms “controlling” and “controlled” have correlative meanings. Unless otherwise indicated, the Company shall be deemed for purposes of this Agreement to be an Affiliate of Sellers prior to the Closing and of Buyer from and after the Closing.

“Balance Sheet” means the unaudited balance sheet of the Company as of the Balance Sheet Date.

“Balance Sheet Date” means March 31, 2019.

“Balance Sheet Rules” means collectively, the Calculation Principles and the rules set forth on Exhibit A; provided, that in the event of any conflict between the Calculation Principles and the rules set forth on Exhibit A, the rules set forth on Exhibit A shall apply.

“Business Day” means a day other than Saturday, Sunday or other day on which commercial banks in New York, New York, United States of America, are required to or may be closed.

“Business Employee” means each employee of the Company expected to continue employment with the Company immediately following the Closing.

“Business Records” means all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, ledgers, journals, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), Tax Returns and other Tax work papers and files, in each case, only to the extent primarily relating to the Business or the Company.

“Buyer Taxes” means (a) any Taxes of Buyer or any of its Affiliates (other than (i) Taxes of the Company with respect to Pre-Closing Tax Periods (excluding any Taxes of the Company that are imposed as a result of any action or transaction occurring on the Closing Date but after the Closing that is outside of the ordinary course of business) and (ii) with respect to Post-Closing Tax Periods, Taxes resulting from a breach of the representations and warranties set forth in Sections 3.14(i), (j), (k) and (m)) and (b) any Taxes of the Company that are imposed as a result of any action or transaction occurring on the Closing Date but after the Closing as a result of a non-ordinary course transaction. For the avoidance of doubt, Buyer Taxes shall not include any Indemnified Taxes.

“Calculation Principles” means GAAP and, to the extent consistent with GAAP, the accounting principles, procedures, policies, practices and methods applied in preparation of the Balance Sheet, applied on a consistent basis.

“Cash” means all cash, cash equivalents and marketable securities of the Company (but excluding restricted cash) as determined in accordance with the Balance Sheet Rules. For the avoidance of doubt, (a) Cash shall be increased by the amount of deposits or other payments received by the Company but not yet credited to the bank accounts of the Company, to the extent

that such deposits or other payments have reduced Net Working Capital, (b) Cash shall be reduced by the amount of any outstanding checks or other payments issued by the Company but not yet deducted from the bank accounts of the Company, to the extent that such checks or other payments have increased Net Working Capital, and (c) cash of the Company held in bank accounts of the Company shall be calculated net of amounts overdrawn (including any penalties with respect thereto) from such accounts by the Company.

“Closing Bonuses” means, collectively, the bonus owing to each Person set forth on Schedule 1.01(c) in the amounts set forth opposite such Person’s name on such Schedule.

“Closing Date Cash” means the aggregate amount of Cash retained by the Company as of 12:01 A.M. on the Closing Date (to the extent such cash remains an asset of the Company as of the Closing and without giving effect to the transactions contemplated hereby). For the avoidance of doubt, Closing Date Cash shall exclude Cash distributed (or otherwise paid) by the Company to Sellers or their respective Subsidiaries (other than the Company) prior to or as of the Closing.

“Closing Date Indebtedness” means the aggregate amount of Indebtedness of the Company as of immediately prior to the Closing. For the avoidance of doubt, Closing Date Indebtedness shall exclude (a) the amount of any Indebtedness repaid or otherwise terminated or released prior to the Closing and (b) amounts overdrawn from bank accounts of the Company to the extent such amounts have reduced Cash.

“Code” means the United States Internal Revenue Code of 1986, as amended.

“Company Intellectual Property” means all Intellectual Property that is Owned Intellectual Property or Licensed In Intellectual Property.

“Confidentiality Agreement” means that certain confidentiality letter agreement by and between the Company and Sagewind Capital LLC, dated October 25, 2018.

“Contingent Payment Amount” means (a) with respect to the 2019 Contingent Payment Period, an amount equal to the product of (x) four (4) multiplied by (y) the result of 2019 Gross Profit minus the Gross Profit Threshold; provided, that if such calculation results in a negative number, then the Contingent Payment Amount for the 2019 Contingent Payment Period shall be zero (\$0), and (b) with respect to the 2020 Contingent Payment Period, an amount equal to the result of (x) the product of (1) four (4) multiplied by (2) the result of 2020 Gross Profit minus the Gross Profit Threshold minus (y) the Contingent Payment Amount for the 2019 Contingent Payment Period, if any; and provided further, that if such calculation results in a negative number, then the Contingent Payment Amount for the 2020 Contingent Payment Period shall be zero (\$0); and provided further, that in no event shall the aggregate Contingent Payment Amount exceed the Maximum Contingent Payment Amount. For illustrative purposes only, a sample calculation of the Contingent Payment Amount is included on Exhibit B.

“Contract” means any written or oral contract, agreement, arrangement, bond, note, lease, sublease, indenture, mortgage, debt instrument, franchise, license, sublicense, sales order, statement of work, purchase order, instrument or other commitment to which any Person is a party or by which its assets are subject or bound (including any amendments and other modifications thereto).

“COTS License” means (a) a “shrink-wrap,” “click-through” or “off-the shelf” software license, or (b) any other software license that is commercially available to the public generally.

“Damages” means any losses, damages, penalties, fines, costs, amounts paid in settlement, Taxes, Liabilities, expenses and fees, or other non-cash consideration, including the costs and expenses (including reasonable, actual and documented fees and expenses of counsel, consultants, experts, and other professional fees) associated therewith.

“Data Security Laws” means all Laws relating to the protection of Personal Information or confidential information, including customer information, in the control of the Company or maintained on behalf of the Company, including Laws concerning the reporting of cybersecurity incidents and data breaches.

“Data Security Policies” means each past or present written notice or policy of the Company, including all policies published on the Company’s websites or otherwise communicated in writing to the Company’s employees, contactors, consultants, or third parties, pertaining to the security and confidentiality of any Personal Information or confidential information, including customer information and that related to the Company’s Government Contracts.

“Direct Recourse Damages” means Damages for which Buyer Indemnitees are entitled to indemnification pursuant to Section 8.02(a)(2).

“Disclosure Schedules” means the disclosure schedules delivered by Sellers to Buyer concurrently with the execution and delivery of this Agreement or any other Transaction Document.

“Effect” has the meaning set forth in the definition of Material Adverse Effect.

“Employee Plan” means any “employee benefit plan” (as defined in Section 3(3) of ERISA (for U.S. Business Employees) and like labor laws in other countries), and each other bonus, stock option, stock purchase, other equity-based profit sharing, savings, disability, incentive, deferred compensation, retirement, severance, retention, change in control or other employee benefit plan or program, maintained or contributed to for the benefit of, or relating to, current and former employees of the Company, or with respect to which the Company has any Liability.

“Environmental Laws” means any applicable Law relating to pollution, protection of the environment or protection of the health and safety of persons from exposures to Hazardous Substances in the environment.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Final Net Working Capital” means the Net Working Capital as determined to be final pursuant to Section 2.06.

“Fraud” means intentional fraud by a Party in connection with this Agreement or the transactions contemplated by this Agreement.

“Fundamental Representations” means the representations and warranties of Sellers contained in Sections 3.01 (Organization and Qualification), 3.02 (Authorization), 3.05 (Capitalization), 3.13(b) (ERISA), 3.14 (Taxes), 3.19 (Related Party Transactions), 3.22 (Brokers) and 3.23 (Title).

“GAAP” means generally accepted accounting principles in the United States of America.

“Government Bid” means any bid, offer or proposal made by the Company which, if accepted or successful, would result in a Government Contract.

“Government Contract” means any Contract, grant, other transaction agreement, blanket purchase agreement, prime contract, subcontract, basic ordering agreement, pricing agreement, letter contract or other similar arrangement of any kind, between the Company, on the one hand, and (i) any Governmental Authority, (ii) any prime contractor of a Governmental Authority in its capacity as a prime contractor, or (iii) any subcontractor or subawardee with respect to any contract of a type described in clauses (i) or (ii) above, on the other hand. A task, purchase, or delivery order under a Government Contract shall not constitute a separate Government Contract, for purposes of this definition, but shall be part of the Government Contract to which it relates.

“Governmental Authority” means (a) any national, federal, state, county, municipal, local or foreign or supranational government, or other political subdivision thereof, (b) any entity exercising executive, legislative, judicial, regulatory, tribunal, taxing or administrative functions of or pertaining to government, and (c) any arbitrator or arbitral body or panel (public or private), department, ministry, instrumentality, agency, court, commission or body of competent jurisdiction.

“Gross Profit” means, for any Contingent Payment Period, the amount determined in accordance with the rules set forth on Exhibit B.

“Gross Profit Threshold” means an amount equal to \$17,950,000.

“Hazardous Substances” means any toxic, infectious, carcinogenic, radioactive, ignitable, corrosive, reactive or caustic substances or materials (whether solids, liquids or gases) subject to regulation, control or remediation under any Environmental Law based on their deleterious characteristic(s), including petroleum, its derivatives, by-products and other hydrocarbons, PCBs and asbestos.

“Income Tax” means any income, franchise or similar Tax measured by or imposed on net income.

“Income Tax Returns” means any Tax Return relating to Income Taxes.

“Indebtedness” means, without duplication, (a) all obligations or Liabilities of the Company for borrowed money, whether current, short-term or long-term and whether secured or unsecured, (b) all obligations or Liabilities of the Company evidenced by notes, bonds, debentures or similar instruments, (c) all obligations or Liabilities of the Company for the deferred purchase price of property or services (including earn-outs and other contingent consideration, but excluding obligations for raw materials, inventory, services and supplies incurred in the ordinary course of

business), (d) all obligations or Liabilities of the Company under any lease or similar arrangement that would be required to be accounted for by the lessee as a capitalized lease in accordance with GAAP, (e) all obligations or Liabilities of the Company under interest rate, currency or commodity derivatives or hedging transactions, (f) all obligations or Liabilities under any surety, performance bond or letter of credit (to the extent drawn) or any bank overdrafts or similar charges, (g) all accrued and unpaid interest, premiums, penalties (including prepayment penalties), make-whole payments, fees and other charges related to any of the foregoing (h) any guarantees issued by the Company of any Indebtedness of any Person or any other Liabilities for Indebtedness of any Person for which a Person is responsible, directly or indirectly, as obligor or surety, (i) any obligations or Liabilities for Indebtedness secured by any Lien on any property or asset and (j) any item set forth on Appendix I. For the avoidance of doubt, Indebtedness shall exclude (i) undrawn letters of credit or performance bonds, (ii) the endorsement of negotiable instruments for collection in the ordinary course of business and (iii) accounts payable to trade creditors and accrued expenses in the ordinary course of business to the extent included in the calculation of Net Working Capital.

“Indemnified Taxes” means (i) any Taxes (or the non-payment thereof) of the Company for all Pre-Closing Tax Periods and any Taxes allocated to the portion of any Straddle Period that ends on the Closing Date as determined under Section 6.03 (but excluding any Taxes of the Company that are imposed as a result of any action or transaction occurring on the Closing Date but after the Closing as a result of a non-ordinary course transaction), (ii) any and all Taxes of any Person (other than the Company) imposed on the Company as a transferee or successor, by Contract (including any Tax Sharing Agreement), whether written or not, or pursuant to any Law, rule or regulation, which Taxes relate to an event or transaction occurring before the Closing, and (iii) any Taxes that are Transfer Taxes for which Sellers are responsible pursuant to Section 6.05; provided, however, that Indemnified Taxes shall not include any Taxes included as a Liability in the calculation of Final Net Working Capital, Closing Date Indebtedness or Transaction Expenses. For the avoidance of doubt, Indemnified Taxes shall not include any Buyer Taxes.

“Indemnifying Party” means the Person or Persons claimed by the Indemnified Party to be obligated to provide indemnification under Article VIII; provided that, for the purposes of Section 8.03, Seller Representative shall act on behalf of Sellers.

“Intellectual Property” means all of the following as they exist in any jurisdiction throughout the world, whether registered or unregistered: (a) patents, patent applications, patentable inventions, patent applications, and other patent rights, together with all continuations, continuations-in-part, divisions, reissues, extensions and reexaminations thereof (collectively, “Patents”); (b) trademarks, service marks, trade dress, logos, brand names, taglines, logos, and any other indicia of origin, and all registrations of and applications to register the foregoing and associated goodwill therewith (collectively, “Trademarks”); (c) any and all copyrightable works of authorship, including registered copyrights in both published works and unpublished works, mask works and designs, unregistered copyrights in both published works and unpublished works, and all registrations thereof and applications to register the foregoing (collectively, “Copyrights”); (d) internet domain names, Internet addresses and other computer identifiers (“Domain Names”) and social media identifiers (such as a Twitter® handle) and related accounts; (e) trade secrets, including to the extent confidential and proprietary, business information, know-how, concepts, methods, processes, specifications, inventions, formulae, reports, databases, customer lists, mailing lists, or business plans and other proprietary information and rights (collectively, “Trade

Secrets”); (f) proprietary computer software, including all source code, object code, specifications, designs and documentation related thereto; and (g) proprietary rights in know-how and any other intellectual property rights.

“Intercompany Balances” means as of any date, all balances as of such date between Sellers or Newco, on the one hand, and the Company, on the other hand, including intercompany accounts receivable and intercompany accounts payable.

“IRS” means the U.S. Internal Revenue Service.

“knowledge of Sellers” or any other similar knowledge qualification in this Agreement means to the actual knowledge of the Persons set forth in Schedule 1.01(a), including such knowledge as would reasonably be expected to be discovered by any of such Persons (excluding Jeremy Scaife) after due inquiry of such Persons’ direct reports, if any, within the Company.

“Law” means, with respect to any Person, any United States or foreign federal, state or local law, writ, settlement, license, mandatory guidance, constitution, treaty, convention, ordinance, code, rule, regulation, statute, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted or promulgated by a Governmental Authority that is binding upon or applicable to such Person or its assets or properties, as amended unless expressly specified otherwise herein.

“Liability” means any liability, cost, expense, debt or obligation of any kind, character, or description, and whether known or unknown, accrued, absolute, contingent or otherwise, and regardless of when asserted or by whom.

“Licensed In Intellectual Property” means Intellectual Property that the Company is licensed to use.

“Lien” means, with respect to any property, equity interest or asset, any mortgage, deed of trust, hypothecation, lien, encumbrance, pledge, charge, security interest, right of first refusal, right of first offer, preemptive right, adverse claim, restriction on transfer, easement, title default, encroachment, covenant, option or other survey defect or encumbrance in respect of such property, equity interest or asset.

“Limited License” means the License of Trademark, Trade Name and Logos, dated as of April 18, 2019, between Metova, Inc. and Newco.

“Material Adverse Effect” means any change, occurrence, circumstance, fact, condition, development, event or effect (each an “Effect”) that, individually or together with one or more Effects, had, or would reasonably be expected to have, a material adverse effect on the assets, Liabilities, Business, condition (financial or otherwise) or results of operations of the Company; provided, however, that no Effect shall be considered when determining whether a Material Adverse Effect has occurred to the extent such Effect resulted or arose from any of the following: (a) any change or development in general economic conditions in the industries, markets or geographies in which the Company operates; (b) any change in Law or GAAP or the interpretation or enforcement of any of the foregoing, in each case, occurring after the date hereof; (c) any failure of the Company to meet, with respect to any period or periods, any internal forecasts or projections,

estimates of earnings or revenues or business plans; provided, that this clause (c) shall not prevent a determination that any Effect underlying such failure to meet forecasts or projections has resulted in a Material Adverse Effect (to the extent such Effect is not otherwise excluded from this definition of Material Adverse Effect); (d) any man-made or natural disaster, change in the weather or climate, act of war (whether or not declared), armed hostilities or terrorism, change in political environment or any escalation or worsening thereof or actions taken in response thereto; (e) the consummation or public announcement of this Agreement or the transactions contemplated by this Agreement, including any Action resulting therefrom or with respect thereto, in each case to the extent related to the identity of Buyer or any of its Affiliates; (f) any change or development in financial, credit, currency or securities markets, general economic or business conditions, or political, social or regulatory conditions (including any full or partial shutdown of the United States Government); or (g) any fluctuations in currency or prevailing interest rates, but in the case of clauses (a), (b), (d), (f) and (g), only to the extent any such Effects do not, individually or in the aggregate, have a disproportionate impact on the Company relative to other Persons in the industries or geographies in which the Company operates.

“Material Licensed In Intellectual Property” means the Metova Trademarks (as defined in that certain Perpetual License of Trademark/Trade Name/Logos, dated February 8, 2018, by and between the Company and Metova, Inc.).

“Name” means the name, words and logos set forth in Schedule 1.01(b), any other names, phrases or logos including any such word or logo, and any trademarks, service marks, internet domain names, trade names, trade dress, social media identifiers, handles and tags, or other identifiers of source or goodwill confusingly similar to, or dilutive of any of the foregoing, in any jurisdiction in the world.

“Net Working Capital” means the difference (whether positive or negative) of (a) the current assets of the Company minus (b) the current Liabilities of the Company, in each case, as of 12:01 A.M. on the Closing Date, using only the line items set forth on the Annex NWC to Exhibit A marked with an “A” for “Current Assets” and an “L” for “Current Liabilities”, respectively, and determined in accordance with the Balance Sheet Rules. Notwithstanding the foregoing, the Parties agree that the determination of “Net Working Capital” shall exclude (i) Cash, Indebtedness and Transaction Expenses, (ii) any assets and Liabilities relating to Income Taxes and (iii) all assets and Liabilities under each Employee Plan that is not a Transferred Entity Plan.

“Newco” means Metova Services, LLC, an Arkansas limited liability company.

“Open Source Software” means any software that is distributed as “open source software” (as such software has been defined by the Open Source Initiative) (e.g., Linux), including software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (a) GNU’s General Public License (GPL) or Lesser/Library GPL (LGPL), (b) the Artistic License (e.g., PERL), (c) the Mozilla Public License, (d) the Netscape Public License, (e) the Sun Community Source License (SCSL), (f) the Sun Industry Standards License (SISL), (g) the BSD License, and (h) the Apache License.

“Organizational Documents” means any charter, certificate of formation, articles of organization, articles of incorporation, declaration of partnership, articles of association, bylaws, operating agreement, limited liability company agreement, partnership agreement or similar formation or governing documents and instruments of any Person.

“Owned Intellectual Property” means all Intellectual Property owned or purported to be owned by the Company.

“Permitted Liens” means (a) Liens for Taxes, assessments or other governmental charges, in each case, (i) the amount or validity of which is being contested in good faith by appropriate proceedings and for which appropriate reserves have been established on the Financial Statements, or (ii) not yet due and payable, (b) mechanics’, materialmens’, carriers’, workers’, repairers’ and similar Liens arising or incurred in the ordinary course of business, in each case (i) the amount or validity of which is being contested in good faith by appropriate proceedings and for which appropriate reserves have been established on the Financial Statements, or (ii) which are not yet delinquent, (c) zoning, entitlement and other land use and environmental regulations promulgated by any Governmental Authority on real property, which do not materially interfere with the current use or occupancy of any Leased Real Property, (d) covenants, conditions, restrictions, easements, rights of way, encumbrances, defects, imperfections, irregularities of title or other non-monetary Liens on real property, if any, that would not, individually or in the aggregate, reasonably be expected to result in material Liability or otherwise materially interfere with the conduct of the Business in substantially the manner as currently conducted, (e) with respect to any Leased Real Property, the interests and rights of the respective lessors with respect thereto, including any statutory landlord liens and any Lien thereon, (f) Liens created by Buyer or its successors and assigns, (g) Liens disclosed in Schedule 1.01(c), and (h) non-exclusive licenses to Intellectual Property granted in the ordinary course of business.

“Person” means an individual, firm, corporation, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, trust or other entity or organization of any kind, including a Governmental Authority.

“Personal Information” means information (i) that relates to, or can reasonably be linked to, an identified or identifiable individual; and (ii) for which receipt, collection, use, storage, processing, sharing, security, disclosure, transfer or disposal is governed by applicable Privacy Laws or by any Privacy Policies.

“Personal Property” means all of the machinery, equipment, tools, vehicles, furniture, leasehold improvements, office equipment, plant, spare parts and other tangible personal property which are owned, used or leased by the Company and used in the conduct of the Business.

“Post-Closing Tax Period” means (a) any taxable period beginning after the Closing Date, and (b) with respect to any Straddle Period, the portion of such Straddle Period beginning after the Closing Date.

“Pre-Closing Restructuring” means the transactions contemplated by that certain Asset Purchase Agreement, dated as of May 3, 2019, by and between the Company and Newco (the “Pre-

Closing Restructuring APA”) and that certain Novation Agreement, dated as of May 3, 2019, by and among the Company, Newco, and the United States of America.

“Pre-Closing Restructuring APA” has the meaning given to such term in the definition of “Pre-Closing Restructuring”.

“Pre-Closing Tax Period” means (a) any taxable period ending on or before the Closing Date, and (b) with respect to any Straddle Period, the portion of such Straddle Period ending on the Closing Date.

“Preliminary Net Working Capital” means the Net Working Capital as estimated by Sellers in the Preliminary Closing Statement pursuant to Section 2.05(a).

“Prime Rate” means the rate per annum published in *The Wall Street Journal* from time to time as the prime lending rate prevailing during any relevant period.

“Privacy Laws” means all Laws governing the receipt, collection, use, storage, processing, sharing, disclosure, transfer (including cross-border transfer) or disposal of Personal Information or confidential information, including customer information, in the control of the Company or maintained on behalf of the Company.

“Privacy Policies” means each external or internal, past or present written notice or policy of the Company, including all privacy policies published on the Company’s websites or otherwise communicated to the Company’s employees, contractors, consultants, or third parties, pertaining to the collection, use, storage, transmission, disclosure, transfer (including cross-border transfer) and other processing of any Personal Information or confidential information, including customer information, in the control of the Company or maintained on behalf of the Company.

“Pro Rata” means an allocation between Sellers in accordance with the percentages set forth next to each Seller’s name on Exhibit C.

“R&W Insurance Policy” means that certain conditionally bound Representations and Warranties Insurance Policy issued by the R&W Policy Issuer for the benefit of Buyer as the named insured, attached hereto as Exhibit E.

“R&W Policy Issuer” means CFC Underwriting Limited.

“Representative” means, with respect to any Person, such Person’s directors, legal representatives, officers, managers, employees, counsel, financial advisors, accountants, financing sources, consultants, auditors, agents and other authorized representatives (whether third-party or otherwise).

“Straddle Period” means any taxable period that includes but does not end on the Closing Date.

“Subsidiary” or “subsidiary” means, with respect to any Person: (a) any other Person of which such Person beneficially owns, either directly or indirectly, more than fifty percent (50%) of (i) the total combined voting power of all classes of voting securities of such other Person,

(ii) the total combined equity interests of such other Person, or (iii) the capital or profit interests of such other Person; or (b) any other Person of which such Person has the power to vote, either directly or indirectly, sufficient securities to elect a majority of the board of directors or similar governing body of such other Person.

“Target Net Working Capital” means \$3,400,000.

“Tax” means any federal, state, local or non-U.S. tax, governmental fee or other similar assessment, including all income, gross receipts, license, payroll, employment, excise, estimated, severance, stamp, escheat, occupation, premium, windfall profits, environmental, customs duties, equity, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, ad valorem, transfer, registration, value added, capital, capital stock, inventory, alternative or add-on minimum, or other tax or charge of any kind whatsoever in the nature of a tax, together with any interest, penalty, addition to tax or additional amount imposed by any Taxing Authority.

“Tax Benefit” means the amount by which the Taxes (after giving effect to any alternative minimum or similar Tax) actually paid by an Indemnified Party are reduced by the payment of Damages upon which the claim for indemnity is based (including by or as a result of a deduction, entitlement to refund, or credit).

“Tax Cost” means the amount by which the Taxes (after giving effect to any alternative minimum or similar Tax) actually paid by an Indemnified Party are increased due to the receipt of indemnification payments with respect to the payment of Damages upon which the claim for indemnity is based, but only to the extent that such Taxes are not already included in the determination of Damages and the resulting indemnification payment received.

“Tax Liability” means any Liabilities related to Taxes.

“Tax Return” means any report, return, claim for refund, document, declaration, information return or statement, or other filing supplied, or required to be supplied, to any Taxing Authority in connection with the determination, assessment, or collection of Taxes, or the determination or assessment of taxable income, including any attachment or schedule thereto or amendment thereof.

“Taxing Authority” means any Governmental Authority having jurisdiction over the assessment, determination, collection or imposition of any Tax.

“Teaming Agreement” means each teaming agreement entered into by the Company which has not been terminated pursuant to its terms.

“Transaction Documents” means this Agreement and any other documents being executed and delivered in connection with this Agreement and the transactions contemplated hereby.

“Transaction Expenses” means the aggregate of all costs and expenses incurred or subject to reimbursement by Sellers or the Company, in each case, in connection with the preparation, negotiation, execution and performance of this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby, including, without duplication, (a) any of the

foregoing payable to legal counsel, accountants, investment bankers, financial advisors, brokers, finders or consultants, (b) all amounts payable at or following the Closing pursuant to any discretionary, severance, retention, stay, transaction completion, change-of-control or similar transaction bonus arrangement, including the Closing Bonuses (including the employer portion of payroll Taxes in respect of such amounts) but excluding amounts payable to Dunn, if any, pursuant to Section 2.07(i) and any payroll taxes thereupon, (c) any other fees, costs, expenses or payments resulting from the change of control of the Company or otherwise payable in connection with the consummation of the transactions contemplated hereby, including in connection with obtaining any third-party consent or approval of any Governmental Authority, (d) fifty percent (50%) of the fees of the Escrow Agent, (e) fifty percent (50%) of the premium and other costs and expenses payable to secure the R&W Insurance Policy, (f) fifty percent (50%) of the cost of the premium payable to secure the Tail Policy and (g) fifty percent (50%) of any Transfer Taxes; provided, that Transaction Expenses shall exclude (i) costs and expenses paid by Sellers or any of their Subsidiaries (including the Company) prior to or as of the Closing, (ii) costs and expenses incurred by the Company at the direction of Buyer after the Closing, and (iii) all costs and expenses to the extent included in the calculation of Net Working Capital or Indebtedness.

“Transfer Taxes” means all transfer, documentary, sales, use, value added, goods and services, stamp, registration and other similar taxes payable in connection with the transactions contemplated by this Agreement.

“Transferred Entity Plan” means each Employee Plan that the Company sponsors, maintains or contributes to, or is required to maintain or contribute to, for the benefit of any current or former Business Employee.

“Treasury Regulations” means the rules and regulations promulgated by the U.S. Treasury Department under the Code.

“U.S. Business Employee” means each Business Employee employed in the United States.

Section 1.02. Cross References. Each of the following terms is defined in the Section set forth opposite such term:

<u>Term</u>	<u>Section</u>
2019 Contingent Payment Period	2.07(a)
2020 Contingent Payment Period	2.07(a)
Adams	Preamble
Affiliate Transactions	3.19
Agreement	Preamble
Allocation Statement	2.08
Applicable Plans	7.01(a)
BDC	Preamble
BDC Owner	Preamble
Business	Recitals
Buyer	Preamble
Buyer Adjustment Amount	2.06(f)(i)

<u>Term</u>	<u>Section</u>
Buyer Indemnitees	8.02(a)
Cash Escrow Account	2.04(b)(iv)
Cash Escrow Amount	2.04(b)(iv)
Claim Notice	8.03(a)
Closing	2.03
Closing Date	2.03
Closing Purchase Price	2.06(a)(iii)
Closing Statement	2.06(a)
Company	Recitals
Consideration Allocation	2.08
Contingent Payment	2.07(a)
Contingent Payment Disputed Items	2.07(d)(ii)
Contingent Payment Period	2.07(a)
Contingent Payment Schedule	2.07(b)
Contingent Payments	2.07(a)
Counsel	9.11
Current Government Contracts	3.20(a)
D&O Indemnitees	5.07(a)
Deductible	8.02(a)(i)
Direct Claim Notice	8.03(e)
DSS	3.26(a)
Dunn	2.04(a)(viii)
Equity Interests	Recitals
Escrow Agent	2.04(b)(iv)
Escrow Agreement	2.04(a)(vi)
Excess Recovery	8.04(e)
FAR	3.20(b)
FCPA	3.08(c)
Final Contingent Payment Amount	2.07(e)(i)
Financial Statements	3.06
Guaranteed Obligations	8.09(a)
Hasselwander	Preamble
Indemnified Party	8.03(a)
Indemnity Escrow Account	2.04(b)(iv)
Indemnity Escrow Amount	2.04(b)(iv)
Indemnity Objection Notice	8.03(e)
Independent Firm	2.06(d)
Insurance Policies	3.29
IT Assets	3.15(h)
Leased Real Property	3.17
Leases	3.17
Material Contract	3.16(a)
Material Customers	3.27
Material Suppliers	3.27
Maximum Contingent Payment Amount	2.07(e)(iv)

<u>Term</u>	<u>Section</u>
NISPOM	3.26(a)
Non-Tax Contract	3.14(i)
Notice of Gross Profit Dispute	2.07(c)
Notice of Objection	2.06(c)
OFAC	3.08(d)
Parties	Preamble
Party	Preamble
Permits	3.08(b)
Pre-Closing Tax Return	6.02(a)
Preliminary Closing Statement	2.05(a)
Preliminary Purchase Price	2.05(b)
Protected Communications	9.11
Purchase Price	2.02
Registered Intellectual Property	3.15(a)
Repaid Indebtedness	2.04(a)(vii)
Restrictive Covenant Agreement	2.04(a)(viii)
Sanctioned Countries	3.08(d)
Sanctioned Persons	3.08(d)
Sanctions	3.08(d)
Seller	Preamble
Seller Adjustment Amount	2.06(f)(ii)
Seller Indemnitees	8.02(b)
Seller Representative	Preamble
Sellers	Preamble
Special Indemnities	8.02(a)
Tail Policy	5.07(c)
Tax Act	3.14(l)
Tax Contest	6.07
Tax Sharing Agreement	3.14(i)
Third Party Claim	8.03(a)
Unresolved Items	2.06(d)
WARN Act	3.12(d)

Section 1.03. Interpretation. The table of contents, titles, headings and captions contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Unless otherwise indicated to the contrary herein by the context or use thereof: (a) the words, “hereby,” “herewith,” “herein,” “hereto,” “hereof” and words of similar import refer to this Agreement as a whole and not to any particular Section or paragraph hereof; (b) the words “include,” “includes” or “including” shall be deemed to be followed by the words “without limitation”; (c) masculine gender shall also include the feminine and neutral genders, and vice versa; (d) words importing the singular shall also include the plural, and vice versa; (e) references to “Articles,” “Exhibits,” “Sections” or “Schedules” shall be to Articles, Exhibits, Sections or Schedules of or to this Agreement; (f) all Exhibits or Schedules of or to this Agreement are hereby incorporated in and made a part of this Agreement as if set forth in full herein, and any capitalized terms used in such Exhibits or Schedules and not otherwise defined

therein shall have the meaning set forth in this Agreement; (g) “writing,” “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form; (h) the sign “\$” means the lawful currency of the United States of America; (i) all references to “days” or “weeks” or “years” mean calendar days or calendar weeks or calendar years, respectively, and all references to time mean Eastern Time in the United States of America, in each case unless otherwise indicated; (j) any references in this Agreement to dollar amount thresholds shall not be deemed to be evidence of a Material Adverse Effect or materiality; (k) derivative forms of defined terms will have correlative meanings; (l) references to “ordinary course of business” means ordinary course of business consistent with past practice; and (m) the word “or” is disjunctive but not exclusive. The Parties acknowledge that each Party and its attorney has reviewed and participated in the drafting of this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party, or any similar rule operating against the drafter of an agreement, shall not be applicable to the construction or interpretation of this Agreement. The Parties agree that the posting of a true, correct and complete copy of any document to the “Project Metal” virtual data room at least one (1) Business Day prior to the date hereof satisfies any obligation of Sellers relating to the delivery of such document for purposes of any representation or warranty in Article III to the effect that such document was “delivered,” “provided,” “made available” or “furnished” (or any like term).

ARTICLE II PURCHASE AND SALE

Section 2.01. Purchase and Sale. At the Closing, upon the terms and subject to the conditions of this Agreement, Sellers agree to sell to Buyer, and Buyer agrees to purchase from Sellers, all of Sellers’ right, title and interest in and to the Equity Interests, free and clear of all Liens (other than Liens under applicable securities Laws or Liens imposed by Buyer).

Section 2.03. Closing. The closing (the “Closing”) of the purchase and sale of the Equity Interests contemplated hereby shall take place concurrently with the execution and delivery of this Agreement on the date of this Agreement (the “Closing Date”) at the offices of Venable LLP, 8010 Towers Crescent Drive, Suite 300, Tysons, VA 22182. The Parties acknowledge and agree that (i) all proceedings at the Closing shall be deemed to be taken and all documents to be executed and delivered by all Parties at the Closing shall be deemed to have been taken and executed simultaneously, and no proceedings shall be deemed taken nor any documents executed or delivered until all have been taken, executed or delivered, and (ii) for accounting purposes, the Closing shall be deemed to have occurred at 12:01 A.M. on the Closing Date.

DISCLOSURE SCHEDULES

to the

PURCHASE AND SALE AGREEMENT

by and among

JOHN R. ADAMS,

BROOKE DEVELOPMENT COMPANY, LLC,

BY LIGHT PROFESSIONAL IT SERVICES LLC,

solely for purposes of Section 8.09 and Article IX,

BRADLEY HASSELWANDER and LANI HASSELWANDER,

and

JOHN R. ADAMS, as Seller Representative

Dated as of May 13, 2019

The following Schedules constitute the “Disclosure Schedules” referenced in the Purchase and Sale Agreement (the “Agreement”), dated as of May 13, 2019, by and among John R. Adams, an individual (“Adams”), Brooke Development Company, LLC, an Arkansas limited liability company (“BDC”, and together with Adams, each a “Seller” and, collectively, “Sellers”), By Light Professional IT Services LLC, a Virginia limited liability company (“Buyer”), solely for purposes of Section 8.09 and Article IX, Bradley Hasselwander, an individual, and Lani Hasselwander, an individual, and Adams, solely in his capacity as Seller Representative (“Seller Representative”). Each of the foregoing parties is referred to herein as a “Party” and collectively as the “Parties”. Capitalized terms used and not otherwise defined herein shall have the meaning assigned in the Agreement.

The inclusion of any items or information in these Disclosure Schedules that are not required by the Agreement to be so included is solely for the convenience of Buyer. The disclosure by Sellers of any matter in these Disclosure Schedules, unless expressly required by the Agreement, shall not be deemed to constitute an acknowledgement by Sellers that the matter is required to be disclosed by the terms of the Agreement or that the matter is material or significant. If (and only if) any section of these Disclosure Schedules lists an item or information in such a way as to make its relevance to the disclosure required by or provided in another section of these Disclosure Schedules reasonably apparent on its face, the matter shall be deemed to have been disclosed in or with respect to such other section of these Disclosure Schedules, notwithstanding the omission of an appropriate cross-reference to such other section or the omission of a reference in the particular representation and warranty to such section of these Disclosure Schedules. Except as provided in the immediately preceding sentence, the headings have been inserted in these Disclosure Schedules for convenience of reference only. These Disclosure Schedules are qualified in their entirety by reference to specific provisions of the Agreement, and these Disclosure Schedules and the information and statements contained herein are not intended to constitute, and shall not be construed as constituting, representations or warranties of Sellers except as and to the extent provided in the Agreement.

3 _____ Workshare Professional comparison of
interwovenSite://VBWS/FirmDocs/46559326/1 and Project Metal - Final Disclosure
Schedules.docx. Performed on 5/13/2019.

SCHEDULE 1.01(a)

Seller Knowledge Parties

1. John R. Adams
2. Lynn Adams
3. Bradley Hasselwander
4. Jeremy Scaife


SCHEDULE 1.01(b)

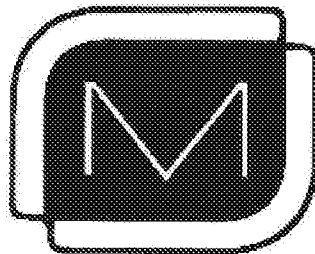
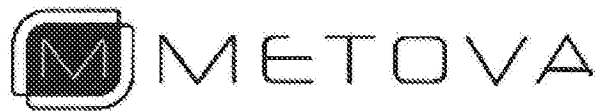
Name

Word Marks:

METOVA

Logo Marks:

COUNTRY	MARK	APP. NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
US	 METOVA	77085489	1/18/2007	3338411	11/20/2007	Registered



5 Workshare Professional comparison of interwovenSite://VBWS/FirmDocs/46559326/1 and Project Metal - Final Disclosure Schedules.docx. Performed on 5/13/2019.


SCHEDULE 3.15(a)**Intellectual Property**

(i)


Patents				
<i>Title</i>	<i>Assignee</i>	<i>Jurisdiction</i>	<i>Application Number</i>	<i>Patent/ Publication Number</i>
Systems and Methods for a Simulated Network Attack Generator	Metova Federal, L.L.C.	United States	12/487,633	9246768
Systems and Methods for Network Monitoring and Analysis of a Simulated Network	Metova Federal, L.L.C.	United States	13/966,107	US2014-0046644A1
Systems and Methods for Automated Building of a Simulated Network Environment	Metova Federal, L.L.C.	United States	12/487,622	8751629
Systems and Methods for Network Monitoring and Analysis of a Simulated Network	Metova Federal, L.L.C.	United States	12/487,921	8532970
Systems and methods for network monitoring and analysis of a simulated network	Metova Federal, L.L.C.	United States	13/966137	Not Available

With respect to Patent Application No. 13/966137, an Office Action was issued by the United States Patent and Trademark Office on December 10, 2018. Absent the transaction, the Company intended not to respond and to allow the application to go abandoned.

(ii)

Trademarks				
<i>Trademark</i>	<i>Owner</i>	<i>Jurisdiction</i>	<i>Serial Number/Application Number</i>	<i>Registration Number</i>
CENTS	Metova Federal, L.L.C.	United States	77/635,343	3,688,561
CYBERCENTS	Metova Federal, L.L.C.	United States	86/610,887	5237535
CYBERCENTS (Stylized) and Design	Metova Federal, L.L.C.	United States	86/610,951	5237536
CYNTRS	Metova Federal, L.L.C.	United States	77/636,071	3,688,562
 HOTSIM	Metova Federal, L.L.C.	United States	77/635,046	3,688,560
PCCE	Metova Federal, L.L.C.	United States	86/645,358	4,870,799
RGI	Metova Federal, L.L.C.	United States	86/645,635	4,870,800
SLAM-R	Metova Federal, L.L.C.	United States	77/635,282	3,650,621
SLAM-R (Stylized) and Design	Metova Federal,	United States	86/486,239	5,511,182

33 Workshare Professional comparison of interwovenSite://VBWS/FirmDocs/46559326/1 and Project Metal - Final Disclosure Schedules.docx. Performed on 5/13/2019.

Trademarks				
<i>Trademark</i>	<i>Owner</i>	<i>Jurisdiction</i>	<i>Serial Number/Application Number</i>	<i>Registration Number</i>
	L.L.C.			
	Metova Federal, L.L.C.	United States	86/645,671	4,870,801

(iii)

Copyrights			
<i>Title</i>	<i>Owner</i>	<i>Registration Date</i>	<i>Registration Number</i>
CYNTRS (Logo)	Metova Federal, L.L.C.	August 15, 2007	VAu 960-989
Sentinel Legion AutoBuild Myrmidon Reconstitution (SLAM-R)	Metova Federal, L.L.C.	May 14, 2008	TXu 1-576-363

(iv)

Domain Names	
<i>Domain Name</i>	<i>Registrant</i>
http://www.cybercents.com	Metova Federal, LLC
http://federal.metova.com	Metova Federal, LLC

34 Workshare Professional comparison of interwovenSite://VBWS/FirmDocs/46559326/1 and Project Metal - Final Disclosure Schedules.docx. Performed on 5/13/2019.