

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Distribution Agreement and Bill of Sale		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Raydon 2 LLC		06/22/2021	Limited Liability Company: DELAWARE
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:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6180743	BUG HUNT	
Registration Number:	6180742	TOTAL RECOIL	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	4152687810		
Email:	hcheng@mofo.com		
Correspondent Name:	Muzamil Huq		
Address Line 1:	425 Market Street		
Address Line 2:	Morrison & Foerster LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	183126000000		
NAME OF SUBMITTER:	Muzamil Huq		
SIGNATURE:	/mhuq/		
DATE SIGNED:	05/12/2022		
Total Attachments: 15			
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DISTRIBUTION AGREEMENT

THIS DISTRIBUTION AGREEMENT (this "*Agreement*") is entered into effective as of June 22, 2021 ("*Effective Date*"), is made by and between Raydon 2 LLC, a Delaware limited liability company (the "*Company*"), and By Light Professional IT Services LLC, a Virginia limited liability company ("*Parent*"). Parent and the Company may be referred to herein individually as a "*Party*" and collectively as the "*Parties*". The capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in Exhibit A.

WHEREAS, Parent is the sole member and manager of the Company and holds 100% of the membership interests in the Company;

WHEREAS, the Company wishes to distribute and assign to Parent, and Parent wishes to accept and assume from the Company, all of the Company's right, title and interest in and to the Transferred Assets and Assumed Liabilities (the "*Distribution*"); and

WHEREAS, concurrently with the execution of this Agreement, the Company and Parent intend to enter into a bill of sale and assignment and assumption agreement to effect the Distribution ("*Bill of Sale and Assignment and Assumption Agreement*").

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, covenants and agreements herein contained, the Parties agree as follows:

ARTICLE I PURCHASE AND SALE OF PURCHASED ASSETS

1.1 Transferred Assets. On the terms and subject to the conditions of this Agreement, the Company hereby agrees to sell, convey, assign, transfer and deliver to the Parent, and the Parent hereby agrees to purchase, accept and take from the Company, the Transferred Assets, free and clear of any Encumbrances.

1.2 Excluded Assets. Notwithstanding anything to the contrary in Section 1.1, the Transferred Assets shall exclude an amount of cash equal to [REDACTED] (such excluded assets, the "*Excluded Assets*").

1.3 Assumption of Certain Liabilities. At the Closing, subject to the terms and conditions set forth herein and excluding the Excluded Liabilities, the Parent shall assume and agree to pay, honor and discharge when due (a) any and all obligations or commitments arising after the Closing Date with respect to the Transferred Assets (other than Liabilities under the Transferred Government Contracts, which will be transferred and assigned as contemplated by Section 5.2) and (b) all accounts payable and all accrued expenses arising from the business of the Company (collectively, the "*Assumed Liabilities*").

1.4 Excluded Liabilities. Except for the Assumed Liabilities, and except to the extent required in the Novation Agreement, the Parent shall not assume, whether as a transferee or successor, by contract or otherwise, and the Company shall remain liable for, any and all Liabilities or Encumbrances of the Company of any kind whatsoever, including the Excluded Liabilities.

ARTICLE II CLOSING

2.1 Time and Place of the Closing. The Closing shall simultaneously with the execution and delivery of this Agreement by electronic exchange of signatures to this Agreement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Parent, as of the effective date hereof, as of the Closing Date and as of the Novation Date, as follows:

3.1 Authority for Agreement.

(a) The Company has the requisite limited liability company power and authority to enter into and perform its obligations under this Agreement and the other agreements contemplated hereby to which it is a party and to consummate the transactions contemplated hereby and thereby. The sole member and manager of the Company has approved this Agreement and the other agreements contemplated hereby to which the Company is a party and the transactions contemplated hereby and thereby, and have authorized the execution, delivery and performance of this Agreement and the other agreements contemplated hereby to which the Company is a party and the consummation of the transactions contemplated hereby and thereby. No other corporate actions or proceedings on the part of the Company are necessary to approve and authorize the execution, delivery and performance by the Company of this Agreement and the other agreements contemplated hereby to which the Company is a party and the consummation by the Company of the transactions contemplated hereby and thereby.

(b) This Agreement and the other agreements contemplated hereby to which the Company is a party have been duly executed and delivered by the Company and are legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights in general or by general principles of equity (whether considered in a proceeding in equity or at law).

3.2 No Violation to Result. The execution, delivery and performance by the Company of this Agreement and the other agreements contemplated hereby to which the Company is a party, the consummation by the Company of the transactions contemplated hereby and thereby, and the fulfillment by the Company of the terms hereof and thereof, do not and will not, directly or indirectly (with or without notice or lapse of time or both): (a) breach or constitute a default under (i) any Contract to which the Company is a party, (ii) any law, judgment, decree or order, applicable to the Company or (iii) any of the terms of the certificate of formation or limited liability company agreement of the Company; (b) give any Government Authority the right to prevent the consummation of the transactions contemplated by this Agreement; or (c) result in the creation or imposition of any Encumbrance in favor of any Person upon any Transferred Asset; except, in each case, those items that would not reasonably be expected to have a material adverse effect on the Company or the Transferred Assets, taken as a whole. Other than U.S. Government approval of the Novation Agreement and notices required under clauses FAR 52.215-19 and FAR 52.219-28, no material notice to, filing with or consent of any Person is necessary in connection with the execution, delivery or performance by the Company of this Agreement and the other agreements contemplated hereby or the consummation by the Company of the transactions contemplated hereby or thereby.

3.3 Organization, Limited Liability Company Power. The Company is a limited liability company organized, and in good standing, under the laws of the State of Delaware and is qualified to do business and in good standing in each jurisdiction where the character or location of its assets or properties owned, leased or operated by it, or the nature of its activities, makes such qualification necessary, except, in each case, the failure to be so qualified would not reasonably be expected to have a material adverse effect on the Company or the Transferred Assets, taken as a whole. The Company has all licenses, permits and authorizations necessary to own and operate its properties and to perform its obligations under the Transferred Government Contracts and other Contracts to which it is a party, except, in each case, the failure to have such licenses, permits or authorizations would not reasonably be expected to have a material adverse effect on the Company or the Transferred Assets, taken as a whole.

3.4 Liabilities. Except as disclosed on Schedule 3.4, there are no Liabilities of the Company related to the business of the Company as conducted as of the Closing other than those Liabilities of the Company that would not reasonably be expected to have a material adverse effect on the Company or the Transferred Assets, taken as a whole.

3.5 Government Contracts and Bids.

(a) Appendix A-1 lists all: (i) all the Government Contracts of the Company for which the period of performance of which has not yet expired or terminated or for which final payment has not yet been received (collectively, the “**Current Government Contracts**”); and (ii) quotations, bids and proposals for awards of new Government Contracts under or applicable to the Transferred Government Contracts submitted by the Company for which no award has been made (the “**Government Contract Bids**”). All of the Current Government Contracts were legally awarded, are binding on the parties thereto, and are in full force and effect. The Current Government Contracts are not currently the subject of any filed bid or award protest Proceedings and no Person has notified the Company that any Government Authority, prime contractor or higher-tier subcontractor under a Government Contract intends to seek the Company’s agreement to lower rates under any of the Government Contracts or Government Contract Bids, including, without limitation, any task order under any Government Contract Bids.

(b) (i) The Company has fully complied with all terms and conditions of each Current Government Contract, and has performed all obligations required to be performed by it thereunder, (ii) the Company has complied with all statutory and regulatory requirements applicable to each of the Current Government Contracts and (iii) the representations, certifications and warranties made by the Company with respect to the Current Government Contracts or Government Contract Bids were current, accurate and complete as of their effective dates, and the Company has fully complied with all such certifications, if such certifications require on-going compliance, and (iv) to the Company’s Knowledge, each Government Contract Bid is responsive to the respective solicitation and does not contain a mistake or misrepresentation in bid.

(c) With respect to the Current Government Contracts, no Government Authority, prime contractor or higher-tier subcontractor under a Government Contract or any other Person has notified the Company of any actual or alleged violation or breach of any statute, regulation, representation, certification, disclosure obligation, contract term, condition, clause, provision or specification, including, without limitation, the Procurement Integrity Act, the Service Contract Act, the Trade Agreements Act and the Buy American Act.

(d) The Company has not taken any action that could reasonably be expected to give rise to (i) liability under the False Claims Act, (ii) a claim for price adjustment under the Truth in Negotiations Act or (iii) any other claims based on actual or alleged defective pricing or actual or alleged violations of price reduction clauses or provisions.

(e) The Company has not received any written or, to the Company’s Knowledge, oral notice of any outstanding claims or contract disputes to which the Company is a party (i) relating to the Government Contracts or Government Contract Bids and involving a Government Authority or any prime contractor, higher-tier subcontractor, vendor or other third party, or (ii) relating to the Government Contracts under the Contract Disputes Act or any other federal statute.

(f) The Company has not been charged with, or received or been advised in writing or, to Company’s Knowledge, orally of any charge, investigation, claim or assertion of any material violation of any requirement pertaining to a Current Government Contract or Government Contract Bid.

(g) With respect to the Current Government Contracts, the Company is not participating in any pending claim, and to the Company’s Knowledge there is no potential claim, under the Contract Disputes Act against the United States Government or any prime contractor, subcontractor or vendor, and with respect

to the Government Contract Bids, the Company is not participating in any pending protest or in litigation against a Person.

(h) None of the Company nor any of the employees, officers or agents of any of the Company have committed (or taken any action to promote or conceal) any violation of the Foreign Corrupt Practices Act, 15 U.S.C. § 78dd-1, -2.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE PARENT

Parent represents and warrants to the Company as of the effective date hereof, as of the Closing Date and as of the Novation Date, as follows:

4.1 Organization; Authority for Agreement.

(a) Parent is a limited liability company organized and in good standing under the laws of the Commonwealth of Virginia. Parent has requisite limited liability company power to enter into and perform its obligations under this Agreement and the other documents contemplated hereby to which it is a party and to consummate the transactions contemplated hereby and thereby. The sole member and manager of Parent has duly approved this Agreement and the other documents contemplated hereby and the transactions contemplated hereby and thereby, and have authorized the execution, delivery and performance of this Agreement and the other documents contemplated hereby to which Parent is a party and the consummation of the transactions contemplated hereby and thereby. No other limited liability company proceedings on the part of Parent are necessary to approve and authorize the execution, delivery and performance by Parent of this Agreement and the other documents contemplated hereby to which Parent is a party and the consummation by Parent of the transactions contemplated hereby and thereby.

(b) This Agreement and the other agreements contemplated hereby to which Parent is a party have been duly executed and delivered by Parent and are legal, valid and binding obligations of Parent, enforceable against Parent in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights in general or by general principles of equity (whether considered in a proceeding in equity or at law).

ARTICLE V ADDITIONAL AGREEMENTS

5.1 Further Assurances. Each Party shall execute such further documents, deeds, bills of sale, assignments and assurances and take such further actions as may reasonably be required to consummate the transactions contemplated by this Agreement and the other agreements contemplated hereby, to vest the Parent with full title to all of the Transferred Assets, free and clear of all Encumbrances, or to effect any of the other purposes of this Agreement or the other agreements contemplated hereby.

5.2 Novation of Transferred Government Contracts.

(a) The Parties recognize that, in accordance with the Federal Acquisition Regulation Part 42, Subpart 42.12, novation of the Transferred Government Contracts is necessary for the full transfer and assignment of the Transferred Government Contracts to Parent and that application for novation cannot be made until after the execution of this Agreement and may take a substantial amount of processing time. Promptly following the execution of this Agreement, Parent and the Company shall complete its respective portion of the documentation required for novation of the Transferred Government Contracts by Federal Acquisition Regulation 42.1204(c). After the Closing Date, on behalf of the Company, the Parent shall promptly submit the required documentation to the appropriate contracting officer and provide a copy thereof

to the Company. Parent and the Company will thereafter, promptly respond appropriately to any requests from the contracting officer for additional information or documentation relating to such novation. Parent and the Company shall keep the other fully informed, on a current and timely basis, as to the progress of the novation process and provide copies of all letters, correspondence, and other material documents to or from any Government Authority with respect thereto.

(b) Until such time as the U.S. Government recognizes such transfer by entering into a Novation Agreement, nothing in this Agreement will constitute a transfer, assignment, attempted transfer or an attempted assignment thereof.

(c) During the period (i) from and including the Closing Date until (ii) the earliest to occur of (A) the novation of the Transferred Government Contracts and (B) the date of the effective termination of this Agreement (the "*Interim Period*"), the Parent and the Company will cooperate fully at its own cost and reasonably assist the other to obtain novation of the Transferred Government Contracts into the name of Parent, and to facilitate performance thereof by Parent. During the Interim Period, no Party will take any action intended to interfere with or delay novation.

(d) Following the novation of the Transferred Government Contracts, (i) the Company will be responsible for preparing and certifying to the Parent all pre-Novation Date cost claims, including all of the Company's direct, indirect, and general and administrative cost claims, for the Transferred Government Contracts through the Novation Date, (ii) the Parent will be responsible for certifying (based on the Company's certificate) and submitting such claims to the contracting officer, and (iii) each of the Parent and the Company will cooperate with the other in preparing and submitting such claims. With respect to all cost claims covering periods prior to the Novation Date, the Company shall be responsible for any and all Liabilities and obligations arising from such claims and shall pay or otherwise discharge such Liabilities and obligations when due.

(e) This Agreement may, by notice given on or prior to the Novation Date, in the manner hereinafter provided, be terminated and abandoned at any time prior to the Novation Date, as follows:

(i) by mutual written agreement of the Company and the Parent;

(ii) by the Company, on the one hand, or by the Parent, on the other hand, if there shall be a final non-appealable order of a federal or state court in effect preventing the consummation of the transactions contemplated by this Agreement; or there shall be any action taken, or any statute, rule, regulation or order enacted, promulgated or issued or deemed applicable to the transactions contemplated by this Agreement by any Governmental Authority which would make the consummation of the transactions illegal; and

(iii) by either the Company or the Parent, in its sole discretion, at any time prior to the novation of the Transferred Government Contracts to Parent, pursuant to the following circumstances: (i) upon receipt of notification that the U.S. Government has declined to approve the novation of the Transferred Government Contracts to Parent, or (ii) after the second anniversary of the Closing Date if and only if the novation of the Transferred Government Contracts to Parent has not yet been consummated. Termination of this Agreement in accordance with this Section 5.2(f) shall be effective three (3) days after delivery of written notice of termination to the other Party hereto.

(f) In the event of the termination of this Agreement pursuant to this Section 5.2, (i) the Distribution shall be abandoned; (ii) the provisions of this Section 5.2 and ARTICLE VI shall remain in full force and effect and survive any termination of this Agreement; and (iii) each Party shall remain liable for any breach of this Agreement prior to its termination.

5.3 Post-Closing Receipts. If after the Novation Date any Party receives any funds properly belonging to another Party in accordance with the terms of this Agreement, the receiving Party will promptly advise the

other Party, will segregate and hold such funds in trust for the benefit of such other Party and will promptly deliver such funds, together with any interest earned thereon, to an account or accounts designated in writing by such other Party.

ARTICLE VI MISCELLANEOUS

6.1 Successors and Assigns. The Parent may assign its rights, interests and obligations under this Agreement to any affiliate of the Parent. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

6.2 Survival of Representations, Warranties and Covenants. Each covenant and agreement contained in this Agreement or in any other agreement or document delivered in connection with this Agreement shall survive the Closing and be enforceable until such covenant or agreement has been fully performed. All representations and warranties contained in this Agreement or in any other agreement or document delivered in connection with this Agreement shall survive the Closing until the date that is twelve (12) months after the Novation Date and shall thereafter expire, except that any representation or warranty with respect to which a claim has been made for a breach thereof prior to such date shall survive until such claim is resolved.

6.3 Governing Law. This Agreement shall in all respects be interpreted, construed and governed by and in accordance with the laws of the State of Delaware, without regard to its conflicts of laws principles.

6.4 Specific Performance; Remedies Not Exclusive. Each Party acknowledges that the other Parties shall be irreparably harmed and that there shall be no adequate remedy at law for any violation by any of them of any of the covenants or agreements contained in this Agreement. It is accordingly agreed that, in addition to, but not in lieu of, any other remedies which may be available upon the breach or threatened breach of any such covenant or agreement, each Party shall have the right to obtain injunctive relief to restrain a breach or threatened breach of, or otherwise to obtain specific performance of, such covenant or agreement. All rights and remedies of the Parties under this Agreement shall be cumulative, and the exercise of one or more rights or remedies shall not preclude the exercise of any other right or remedy available under this Agreement or applicable law.

6.5 Severability. Each article, section, subsection, paragraph or clause of this Agreement constitutes a separate and distinct undertaking, covenant or provision hereof. In the event that any provision of this Agreement shall finally be determined to be unlawful, such provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

6.6 Amendment. This Agreement may be amended, supplemented or modified only by execution of an instrument in writing signed by all of the Parties.

6.7 Waiver. Any Party may, to the extent permitted by applicable law, (a) extend the time for the performance of any of the obligations or other acts of any other Party, (b) waive any inaccuracies in the representations and warranties of any other Party contained in this Agreement or any other document contemplated hereby or (c) waive compliance with any of the agreements of any other Party contained in this Agreement or any other document contemplated hereby. No such extension or waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party extending the time of performance or waiving any such inaccuracy or non-compliance. No waiver by any Party of any provision of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other provision of this Agreement on any future occasion.

6.8 Complete Agreement. This Agreement, those documents expressly referred to herein, including all exhibits and schedules hereto, and the other documents contemplated by this Agreement embody the complete agreement and understanding among the Parties with respect to the subject matter hereof and thereof,

and supersede and preempt any prior understandings, agreements or representations by or among the Parties, written or oral, which may have related to the subject matter hereof and thereof.

6.9 Absence of Third Party Beneficiary Rights. No provision of this Agreement is intended, nor shall any such provision be interpreted, to provide or create any third party beneficiary rights or any other rights of any kind in any client, customer, affiliate, stockholder, member, manager or employee of any Party hereto or any other Person other than the successors and assigns of a Party.

6.10 Interpretation. Unless the context clearly indicates otherwise, (a) where appropriate the singular shall include the plural and the masculine shall include the feminine or neuter, and *vice versa*, to the extent necessary to give the terms defined herein or the terms otherwise used in this Agreement the proper meanings, and (b) occurrences of the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation."

6.11 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

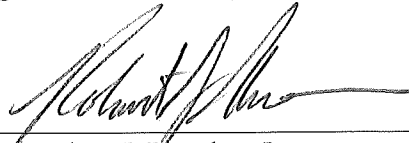
6.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which when executed and delivered shall be deemed an original, and all of which, taken together, shall constitute the same agreement. This Agreement and any document, exhibit or schedule contemplated hereby may be executed by facsimile signature, which shall be considered legally binding for all purposes.

[Signatures Pages Follow.]

IN WITNESS WHEREOF, the Parties have executed this Distribution Agreement as of the day and year first above written.

PARENT:

BY LIGHT PROFESSIONAL IT SERVICES LLC,
a Virginia limited liability company

By: 
Name: Robert J. Donahue Jr.
Title: Chief Executive Officer

COMPANY:

RAYDON 2 LLC,
a Delaware limited liability company

By: 
Name: John South
Title: Chief Financial Officer

EXHIBIT A

DEFINED TERMS

1. “**Business Day**” means any day other than a Saturday, a Sunday or a day on which commercial banks in the Commonwealth of Virginia are closed.
2. “**Closing**” means the closing of the transactions contemplated by the Agreement.
3. “**Closing Date**” means the date on which the Closing occurs.
4. “**Code**” shall mean the Internal Revenue Code of 1986, as amended.
5. “**Company Intellectual Property**” means all Intellectual Property of the Company.
6. “**Company Tangible Assets**” means all of the Company’s tangible personal property and interests therein, including all machinery, equipment, furniture, furnishings and vehicles, of the Company, including those assets as listed on Appendix A-2.
7. “**Contract**” means any contract, note, bond, mortgage, license, lease, sublease, covenant, commitment, power of attorney, proxy, indenture, order, or other agreement or arrangement, oral or written, to which the Company is a party or by which the Company or any assets or properties of the Company are bound.
8. “**Encumbrance**” means any claim, lien, pledge, assignment, option, charge, easement, security interest, right-of-way, encumbrance, mortgage or other right (including any right of first refusal, put, call or other restriction on transfer).
9. “**Excluded Liabilities**” means: (i) any Liability arising under or relating to the Transferred Government Contracts, the Company’s conduct or operation of its business for the period prior to the Novation Date; (ii) any Liability of the Company for any Taxes prior to the Closing Date; (iii) any Liability resulting from violations or alleged violations of any Laws by the Company or infringement or alleged infringement of third-party rights or interests prior to the Novation Date; (iv) any Proceeding against the Company pending on the Novation Date or commenced after the Novation Date and arising out of or relating to any occurrence or event happening prior to the Novation Date; (v) any Liabilities relating to, arising out of or resulting from the Company’s breach, violation or default (or purported breach or default) under any agreement (including the Transferred Government Contracts), certification, representation or otherwise; and (vi) any Liability with respect to the business of the Company that arises after the Novation Date but that arises out of or relates to any breach of, or failure to perform or comply with, any covenant or obligation with respect to such business by the Company that occurred or is alleged to have occurred prior to the Novation Date.
10. “**Government Authority**” means any nation or government, any state or other instrumentality or political subdivision thereof (including any county or city), and any entity exercising executive, legislative, judicial, military, regulatory or administrative functions of or pertaining to government.
11. “**Government Contract**” means any Contract, including an individual task order, delivery order, purchase order or blanket purchase agreement, between the Company and the U.S. Government or any other Government Authority, as well as any subcontract, teaming agreement or other arrangement by which (a) the Company has agreed to provide goods or services to a prime contractor, to a Government

Authority or to a higher-tier subcontractor or (b) a subcontractor or vendor has agreed to provide goods or services to the Company, where, in either event, such goods or services ultimately will benefit or be used by a Government Authority, including any closed contract or subcontract as to which the right of the U.S. Government or a higher-tier contractor to review, audit or investigate has not expired.

12. **“Intellectual Property”** means all (a) U.S. and foreign patents and all applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries and all patent disclosures, (b) trademarks, service marks, trade dress, trade names, logos and corporate names, domain names, URLs and all registrations and applications for registration thereof, together with all of the goodwill associated therewith throughout the world, (c) copyrights (registered or unregistered) and copyrightable works, whether published or unpublished, and registrations and applications for registration thereof, together with all authors’ and moral rights and all other rights corresponding thereto throughout the world, (d) mask works and registrations and applications for registration thereof, (e) computer software (including source code, object code, firmware, development tools, macros, scripts, objects, routines, modules and other components), data, databases and documentation thereof, (f) trade secrets and other rights in confidential information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, products, processes, techniques, methods, research and development information and results, drawings, specifications, designs, plans, proposals, technical data, marketing plans and customer, prospect and supplier lists and information) (the foregoing, **“Confidential Information”**), (g) “technical data” as defined in 48 Code of Federal Regulations, Chapter 1, (h) any other intellectual property rights, and (i) copies and tangible embodiments of any of the foregoing set forth in clauses (a) to (h) (in whatever form or medium).

13. **“Laws”** means all laws, statutes, ordinances, rules and regulations of any Government Authority, including all orders, judgments, injunctions, awards, decisions or decrees of any court having effect of law.

14. **“Liability”** means any direct or indirect liability, indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, either accrued, absolute, contingent or otherwise and whether known or unknown, fixed or unfixed, choate or inchoate, liquidated or unliquidated, mature or unmature, secured or unsecured.

15. **“Novation Agreement”** means the novation agreement approving the assignment of the Transferred Government Contracts to the Parent, in substantially the form required by Federal Acquisition Regulation 42.1204.

16. **“Novation Date”** means the date that the Transferred Government Contracts assignment is approved by the U.S. Government and the Novation Agreement is fully executed by all parties thereto.

17. **“Person”** means any natural person, limited liability company, partnership, trust, unincorporated organization, corporation, association, joint stock company, business, group, Government Authority or other entity.

18. **“Proceeding”** means any action, arbitration, audit, claim, demand, hearing, investigation, litigation, proceeding or suit, whether civil, criminal, administrative, investigative, or informal and whether commenced, brought, conducted or heard by or before or otherwise involving any Government Authority or arbitrator.

19. “**Tax**” means any federal, state, local or foreign tax, duty or similar governmental fee, levy, assessment or charge of any kind whatsoever, including all income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, capital gains, ad valorem, value added, inventory, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, unclaimed property, escheat, sales, use, transfer, registration, alternative or add-on minimum or estimated taxes and customs duties, and including any interest, penalty or addition with respect to the foregoing or the obligation to file tax returns, whether disputed or not.

20. “**Transferred Assets**” means, other than the Excluded Assets, all the business, properties, assets, goodwill and rights of the Company of whatever kind and nature, real or personal, tangible or intangible, that are owned, leased or licensed by the Company on the Closing Date and used, held for use or intended to be used in the operation or conduct of the business of the Company, including, the following: (i) the Transferred Government Contracts, (ii) all Contracts used in or relating to the Transferred Government Contracts or used in or relating to the performance of the Transferred Government Contracts; (iii) all prepaid expenses, deposits, advances, other prepayments and related rights paid or obtained by the Company; (iv) all Company Intellectual Property; (v) the Company Tangible Assets; (vi) all of the Company’s training materials, presentation materials and sales or promotional materials; (vii) all books, papers, ledgers, documents and records of the Company; (viii) all permits of the Company; (ix) the goodwill of the Company; (x) all real property, leaseholds and other interests in real property of the Company, in each case together with the Company’s right, title and interest in all buildings, improvements and fixtures thereon and all other appurtenances thereto; (xi) all raw materials, work-in-process, finished goods, supplies, parts, spare parts and other inventories of the Company; (xii) all accounts receivable of the Company; (xiii) all rights in and to products sold or leased (including products returned after the Closing and rights of rescission, replevin and reclamation) in the operation or conduct of the Company’s business; (xiv) all cash and cash equivalents of the Company (excluding the amount of cash included in the Excluded Assets); (xv) all bank accounts of the Company (excluding any account necessary to hold the Excluded Assets); (xvi) the other assets listed on Appendix A-3; and (xvii) all of the Company’s other tangible and intangible assets.

21. “**Transferred Government Contracts**” means the Government Contracts listed on Appendix A-1.

22. “**U.S. Government**” means the federal government of the United States and any agencies, instrumentalities and departments thereof.

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this “*Agreement*”) is entered into as of June 22, 2021, is made by and between Raydon 2 LLC, a Delaware limited liability company (“*Transferor*”) and By Light Professional IT Services LLC, a Virginia limited liability company (“*Recipient*”).

WITNESSETH:

WHEREAS, the Recipient and the Transferor have entered into the Distribution Agreement, dated as the date hereof (the “*Distribution Agreement*”) pursuant to which, among other things, (i) the Transferor agreed to distribute, sell, convey, transfer, assign and deliver to the Recipient, and the Recipient agreed to accept, purchase, acquire and assume from the Transferor, all of the Transferred Assets (as defined in the Distribution Agreement) and (ii) the Recipient agreed to assume and pay, perform, honor and discharge when due, the Assumed Liabilities (as defined in the Distribution Agreement), in each case subject to the terms and conditions set forth in the Distribution Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Distribution Agreement.

2. Conveyance. The Transferor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid by the Recipient, hereby distributes, sells, conveys, assigns, transfers and delivers to the Recipient, pursuant to and in furtherance of the certain Distribution Agreement, all right, title and interest of the Transferor in and to the Transferred Assets, TO HAVE AND TO HOLD the same unto the Recipient, its assigns for their own use and benefit forever. The Recipient hereby accepts the distribution, sale, conveyance, delivery, assignment and transfer of the Transferred Assets.

3. Assumption. The Recipient hereby assumes and agrees to perform, pay and discharge when due, the Assumed Liabilities. The Recipient shall not assume any other debts, liabilities or obligations of the Transferor and it is expressly understood and agreed that all debts, liabilities and obligations not expressly assumed hereby by the Recipient shall remain the sole obligation of the Transferor, and its successors and assigns. Nothing contained herein shall require Recipient to pay or discharge any debts, liabilities or obligations expressly assumed hereby so long as Recipient shall in good faith contest or cause to be contested the amount or validity thereof.

4. Further Assurances. The Transferor further covenants and agrees that it shall execute such other and further instruments and documents as the Recipient may reasonably request to carry into effect or to evidence further the transfer of the Transferred Assets.

5. Temporary Exclusion. In the event that the conveyance and assignment attempted to be made hereunder of any right, title or interest in, to or under any agreement, easement, right-of-way, lease, permit, license, right, claim or other Transferred Asset would be ineffective as between the Transferor and the Recipient or would violate any applicable law or regulation without the order, approval, waiver or consent of any person or entity, or would serve as a cause for modifying, terminating or invalidating any such agreement, easement, right-of-way, lease, permit, license, right, claim or other Transferred Asset, or would cause or serve as a cause for the loss, or the modification of the terms, of ownership thereof or the right, title or interest therein, then, notwithstanding the foregoing, such Transferred Asset shall be temporarily excluded from the aforesaid conveyance and assignment.

6. Inconsistencies. The provisions of this Agreement are subject, in all respects, to the terms and conditions of the Distribution Agreement and all representations and warranties, conditions, covenants and agreements of the Transferor and the Recipient, which are contained in the Distribution Agreement. If there are any inconsistencies between the Distribution Agreement and this Agreement, the Distribution Agreement shall control.

7. Governing Law. This Agreement shall in all respects be interpreted, construed and governed by and in accordance with the laws of the State of Delaware, without regard to its conflicts of laws principles.

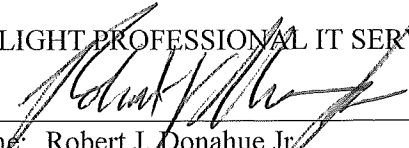
8. Miscellaneous. This Agreement may be executed in two or more counterparts, each of which when executed and delivered shall be deemed an original, and all of which, taken together, shall constitute the same agreement. This Agreement may be executed by facsimile signature, which shall be considered legally binding for all purposes. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, this Bill of Sale, Assignment and Assumption Agreement has been duly authorized and executed by the Parties hereto as of the date first above written.

RECIPIENT:

BY LIGHT PROFESSIONAL IT SERVICES LLC


By:  _____

Name: Robert J. Donahue Jr.

Title: Chief Executive Officer

TRANSFEROR:

RAYDON 2 LLC

By:  _____

Name: John South

Title: Chief Financial Officer