

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862160

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
URS Federal Services, Inc.		09/28/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	DynaLantic Corp.		
Street Address:	208 Heritage Way		
City:	Ozark		
State/Country:	ALABAMA		
Postal Code:	36360		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4591295	EME	
Registration Number:	4582901	X-GEN	
Registration Number:	4599759	X-IG	
Registration Number:	4599758	X-SIM	
Registration Number:	4599760	X-TUAS	
CORRESPONDENCE DATA			
Fax Number:	7325309808		
<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:	7325309404		
Email:	psdocketing@pattersonsheridan.com, tms@pattersonsheridan.com		
Correspondent Name:	Keith Taboada		
Address Line 1:	24 Greenway Plaza		
Address Line 2:	Suite 1600		
Address Line 4:	Houston, TEXAS 77046		
NAME OF SUBMITTER:	Keith Taboada		
SIGNATURE:	/Keith Taboada/		
DATE SIGNED:	12/19/2023		
Total Attachments: 33			

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ASSET PURCHASE AGREEMENT

by and between

URS FEDERAL SERVICES, INC.

as "Seller"

and

DYNALANTIC CORP.

as "Buyer"

September 28, 2018

WDC 373728835v7

TRADEMARK
REEL: 008292 FRAME: 0603

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Exhibit B	Form of Secretary's Certificate of Seller
Exhibit C	Form of Bill of Sale, Assignment and Assumption Agreement

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Schedule A-3	Customer List
Schedule B	Assumed Liabilities
Schedule C	Excluded Assets
Schedule 4.6	Assumed Contracts
Schedule 6.7	New Purchase Orders

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement"), dated and effective as of September 28, 2018, is made by and between DynaLantic Corp., a New York corporation ("Buyer"), and URS Federal Services, Inc., a Delaware corporation (the "Seller"). The Seller and the Buyer are collectively referred to as the "Parties."

RECITALS

Seller owns certain assets which it uses in its conduct of the Business (as defined below).

Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Assets (as defined below) upon the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

The Parties agree as follows:

ARTICLE I - DEFINITIONS

1.1 Defined Terms. As used herein, the terms set forth on Exhibit A shall have the indicated meanings set forth therein. Certain other capitalized terms are defined elsewhere in this Agreement.

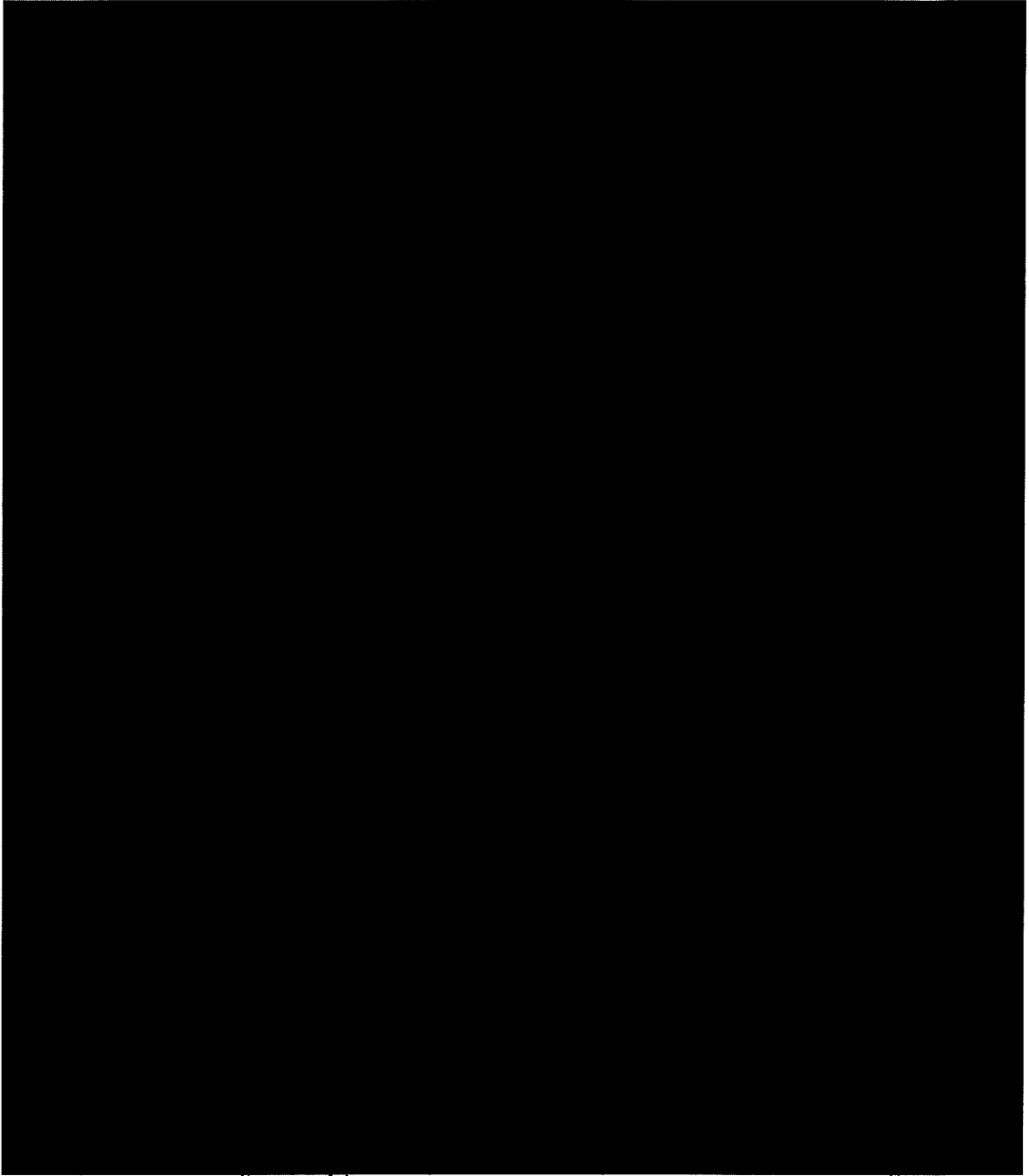
ARTICLE II - PURCHASE AND SALE OF ASSETS

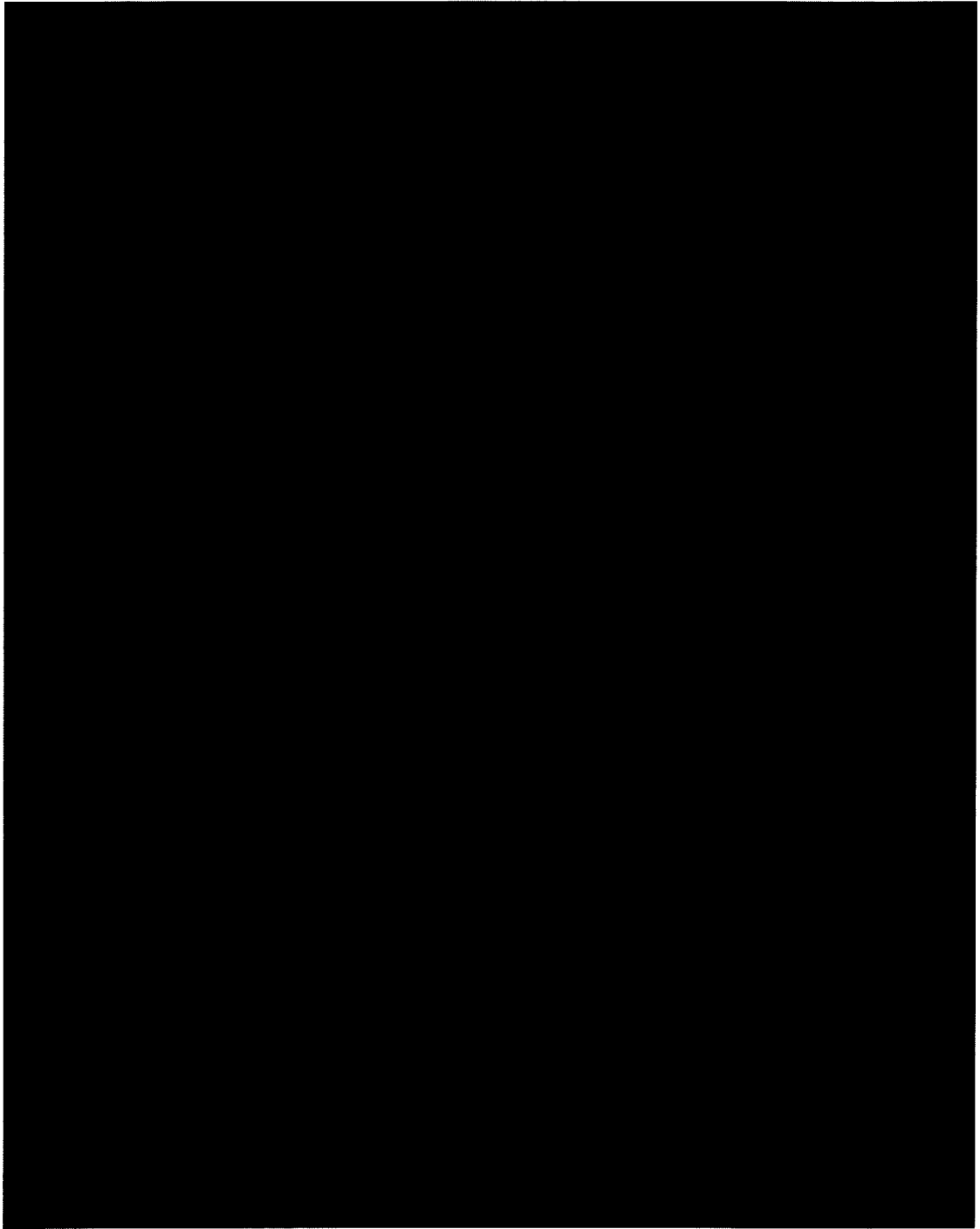
2.1 Transfer of Assets. Upon the terms and subject to the conditions contained herein, Seller hereby sells, conveys, transfers, assigns and delivers to Buyer, and the Buyer hereby Purchases from Seller, all of Seller's right, title and interest in, to and under the Assets free and clear of all Encumbrances.

2.2 Assumption of Liabilities. Upon the terms and subject to the conditions contained herein, Buyer hereby assumes the Assumed Liabilities.

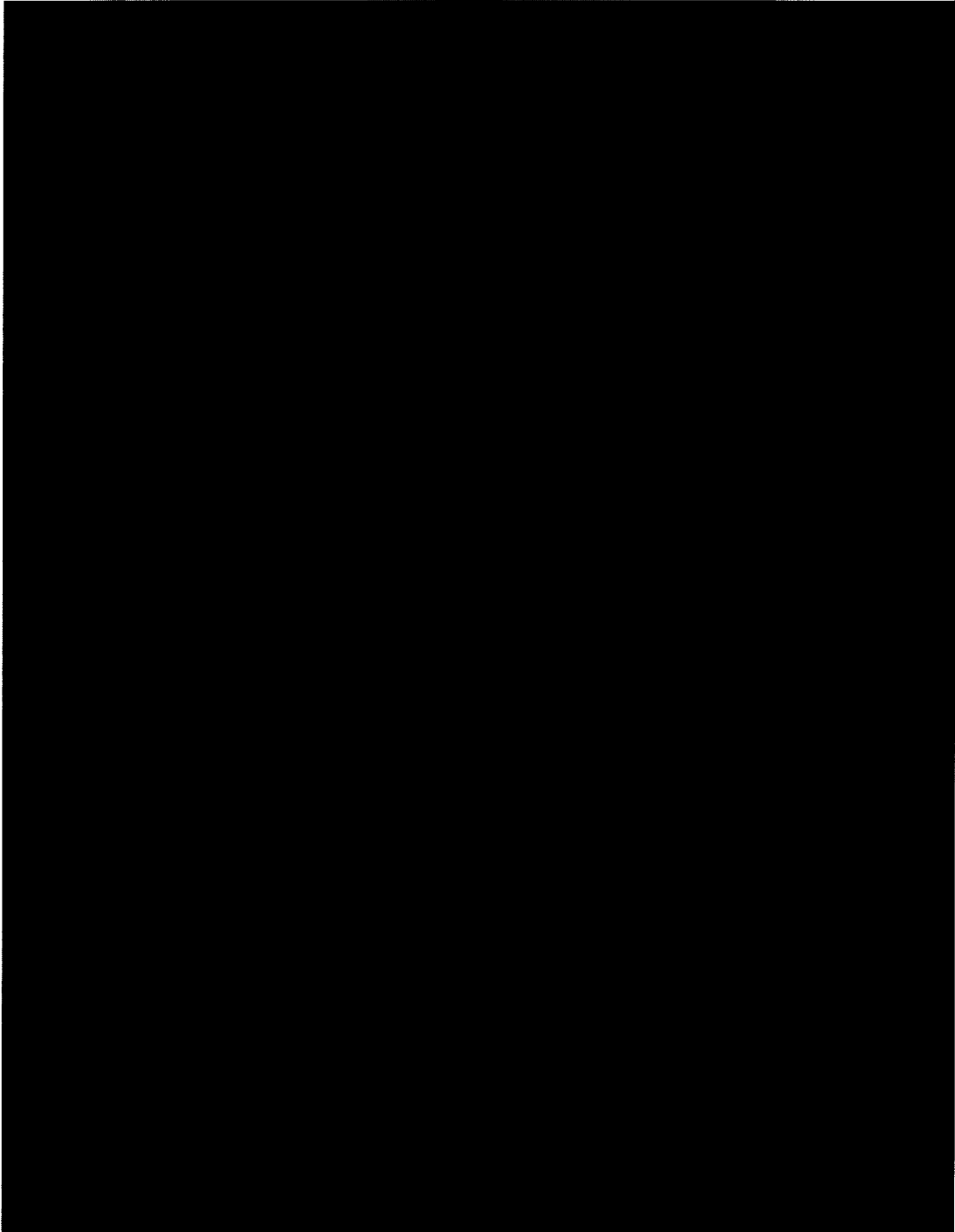
2.3 Excluded Liabilities. Except for the Assumed Liabilities, Buyer shall not assume, or otherwise be responsible for, any Damages incurred or accrued prior to the Closing in connection with the Seller's conduct or operation of the Business or the Seller's use or ownership of the Assets. (collectively, "Excluded Liabilities").

ARTICLE III - CLOSING

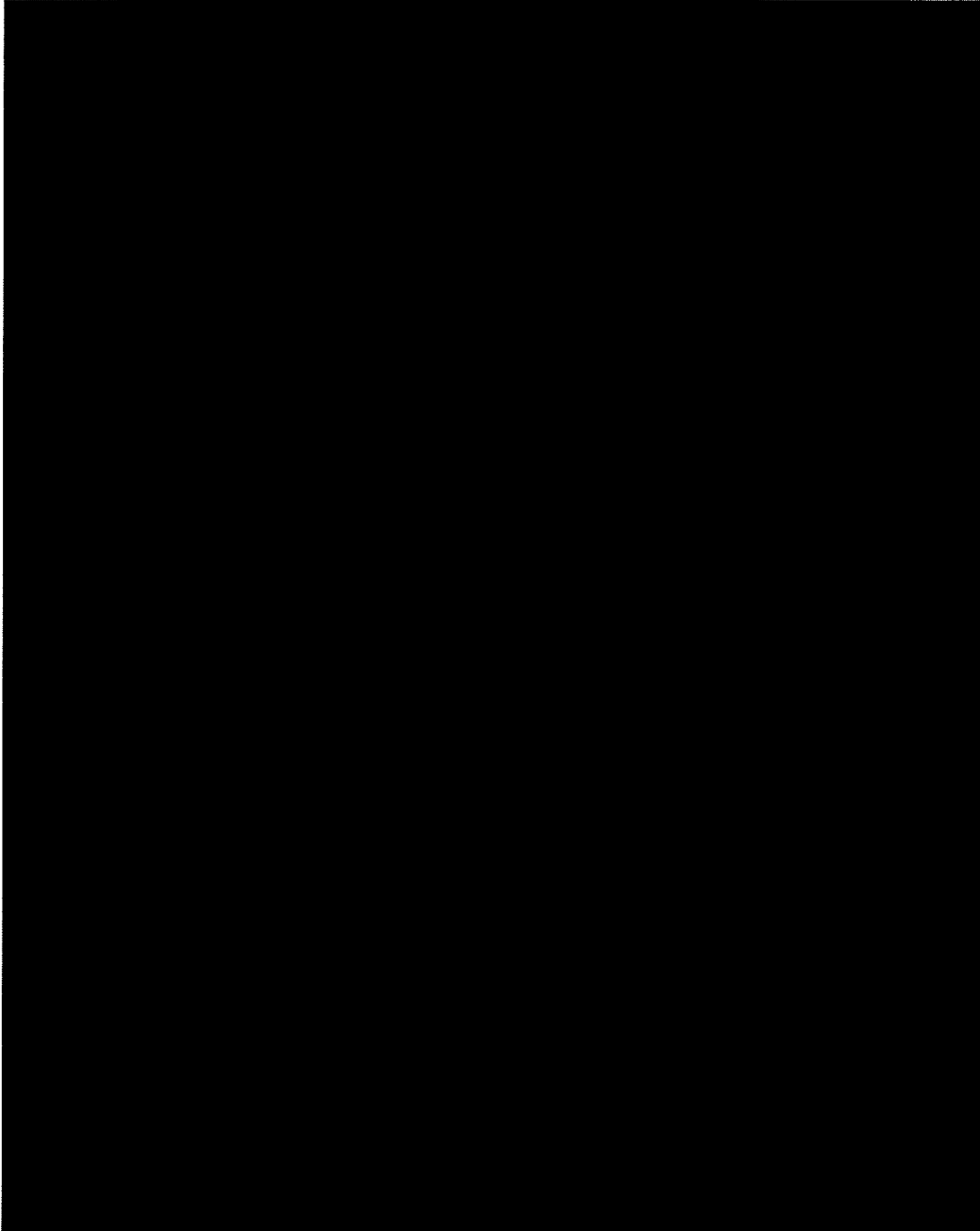




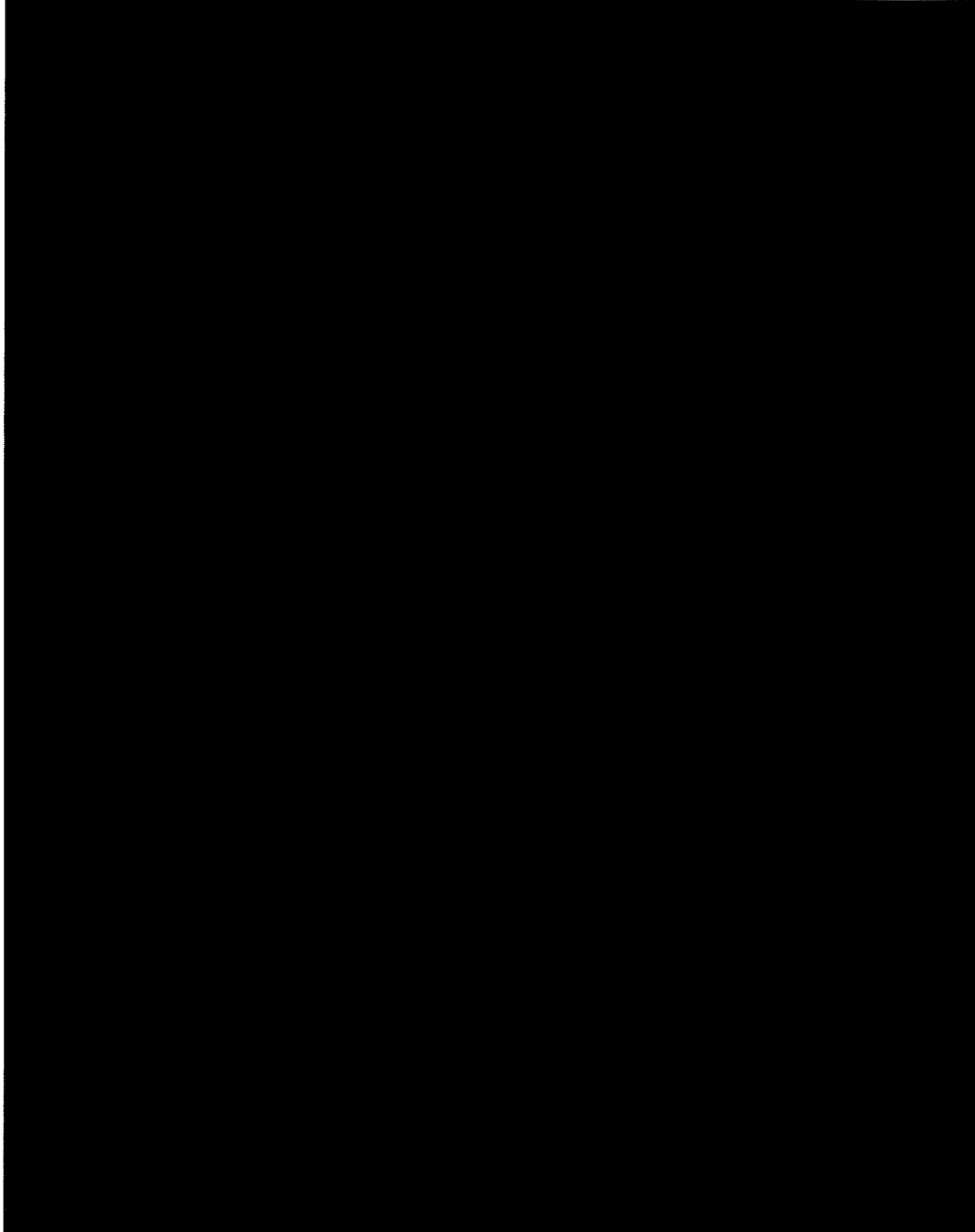
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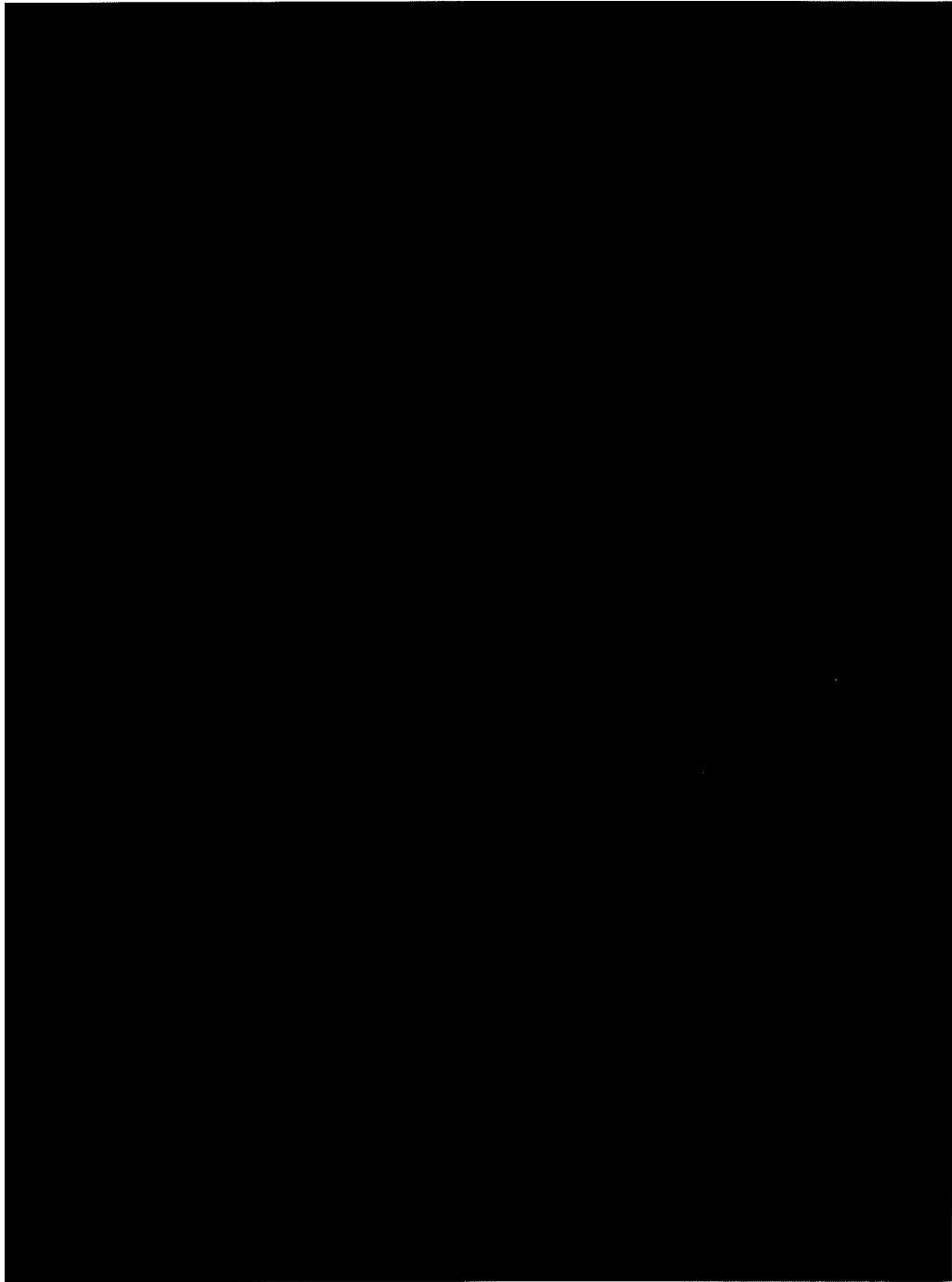
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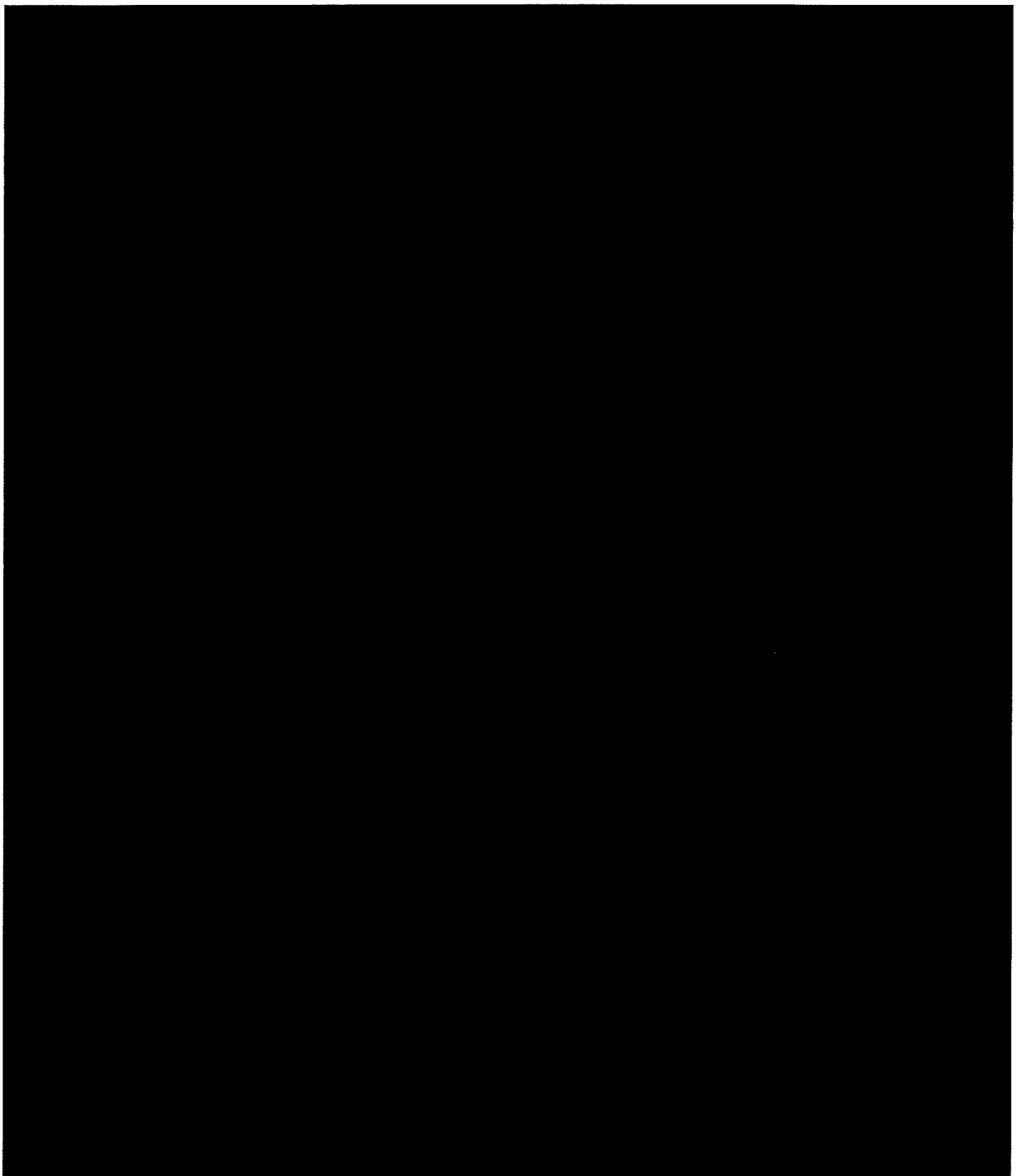
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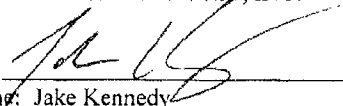
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[SIGNATURES APPEAR ON NEXT PAGE]

The Parties have executed this Agreement as indicated below.

SELLER:
URS FEDERAL SERVICES, INC.

By: 
Name: Jake Kennedy
Title: Director and Vice President

BUYER:
DYNALANTIC CORP.

By: _____
Jeffrey A. Weinstock, Vice President

The Parties have executed this Agreement as indicated below.

SELLER:
URS FEDERAL SERVICES, INC.

By: _____
Name: Jake Kennedy
Title: Director and Vice President

BUYER:
DYNALANTIC CORP.

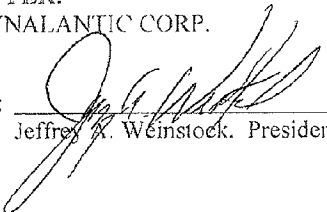
By:  _____
Jeffrey X. Weinstock. President

Exhibit A

“Action” as defined in **Section 4.8**.

“Affiliate” any Person, directly or indirectly, through one or more intermediaries, that controls, is controlled by or is under common control with any other Person, and, to the extent such Person is a natural person, any family member of such Person to the extent such family member shares the same household as such Person.

“Ancillary Agreements” each agreement or document identified herein as an exhibit to this Agreement, or referred to in an exhibit to this Agreement, including, without limitation, the Bill of Sale and Assignment and Assumption Agreement attached as **Exhibit C** and the Secretary’s Certificate of the Seller attached as **Exhibit B**, together with all other agreements, documents and certificates that are deliverable pursuant to this Agreement.

“Applicable Law” all Orders or agency guidelines of any Governmental Unit.

“Assets” the assets owned or used by the Business as identified on Schedule A, other than the Excluded Assets.

“Assumed Contracts” the Contracts listed in Schedule 4.6 and Schedule 6.7.

“Assumed Liabilities” all (i) executory obligations of Seller under the Assumed Contracts, if any (including for the avoidance of doubt any obligations incident to Prepayments), specifically excluding any obligation which exists or which may arise as a result of a delinquency, default or breach of warranty by Seller, except for warranty obligations in the nature of repair, replace or re-performance (which for the avoidance of doubt, constitute Assumed Liabilities); and (ii) the liabilities identified on Schedule B.

“Business” all of the business activities of Seller’s “Training & Simulation Engineering Division (formerly CATI Training Systems),” which include the provision of visual systems and image generators for use in connection with flight simulation for manned and unmanned autonomous vehicle training and other training systems, and related products and services, used throughout the military, civil, commercial and training industries.

“Claim” as defined in **Section 7.2.4**.

“Closing” the consummation of the Transaction.

“Closing Date” the date on which the Closing occurs.

“Contract” any agreement, lease, contract, note, loan, evidence of indebtedness, purchase order, letter of credit, undertaking, covenant, guaranty, power of attorney, Employee Plan, license, commitment, or understanding that relates to the Business or the Assets, whether oral or written.

“Damages” any and all claims, damages, costs, losses (excluding diminution in value), Taxes, liabilities, judgments, penalties, fines, obligations, lawsuits, deficiencies, demands and expenses. Damages shall not include indirect, remote, punitive or speculative damages (other than

indemnification for amounts payable to third parties in respect of any third-party claim for which indemnification hereunder is otherwise required and claims for breaches of covenants).

“Deductible Amount” as defined in **Section 7.2.5**.

“Deferred Payments” as defined in **Section 2.4**.

“Employees” ~~_____~~.

“Employee Plans” any contract, plan, arrangement, policy, program or commitment, whether oral or written, providing for workers’ compensation, disability benefits, supplemental unemployment benefits, vacation benefits, retirement benefits, life, health, sick leave, disability or accident benefits or for deferred compensation, pension, profit-sharing, bonuses, stock options, stock appreciation rights, stock purchases or other forms of incentive compensation or post-retirement insurance, compensation or benefits, in each case, with respect to Employees.

“Encumbrance” any claim, lien, pledge, option, warrant, purchase or subscription right, charge, easement, security interest, deed of trust, mortgage, right-of-way, encroachment, building or use restriction, conditional sales agreement, encumbrance, equitable interest, right of first refusal, or restriction of any kind or other claim or right of third parties and any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership or other right of third parties.

“Excluded Assets” the assets set forth on **Schedule C**.

“Excluded Liabilities” as defined in **Section 2.3**.

“Governmental Unit” any foreign, domestic, national, federal, territorial, provincial, state, county, city, village, municipal, district or other jurisdiction of any nature, governmental or quasi-governmental unit of any nature, instrumentality, court, government or self-regulatory or other organization, commission, tribunal or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing and/or any body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature (other than the United Nations).

“Indemnifiable Event” any circumstance described in subsections (i) through (vi) of **Section 7.2.1** that leads or may lead to Damages.

“Intellectual Property Assets” includes all fictional business names, trading names (including the names and marks “CATI,” “CATI Training System,” and “Carmel Applied Technologies”) registered and unregistered trademarks/service marks, registered designs, and applications (collectively, “Marks”); all patents, patent applications, and inventions and discoveries that may be patentable (collectively, “Patents”); all copyrights in both published works and unpublished works (collectively, “Copyrights”); all rights in mask works; the internet domain name registrations and social media sites owned or used by the Business or that use any derivative of the Marks (the “Domain Names”); all know-how, trade secrets, manufacturing methods, confidential information, customer lists, supplier lists, software, technical information, data, process technology, schematics, plans, drawings, and blueprints, regardless of the stage of

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development (collectively, "Trade Secrets"); all image generating software (and related hardware) and computer software (including source code, executable code, data, databases, and related documentation), regardless of the stage of development (the "Software"); and all advertising and promotional materials; all other proprietary rights; and all copies and tangible embodiments thereof (in whatever form or medium) owned, used, or licensed by Seller as licensee or licensor and related to the Business.

"New Purchase Orders" as defined in **Section 6.7**.

"Order" any order, writ, injunction, judgment, ruling, decree, award, statute, rule, regulation, ordinance, code or other directive of any court or other Governmental Unit.

"Permits" all licenses, permits, franchises, approvals, authorizations, consents or Orders of, or filings with, any Governmental Unit.

"Person" any natural person, company, corporation, subsidiary, partnership, limited liability company, association, trust, organization, Governmental Unit or other entity.

"Prepayments" as defined in **Section 4.6**.

"Purchase Price" as defined in **Section 2.4**.

"Representative" any officer, director, principal, owner, attorney, agent, employee, engineer, consultant or other representative of a Person.

"Restricted Period" as defined in **Section 6.4**.

"Retained Employee" as defined in **Section 6.4**.

"Seller" as defined in the recitals above.

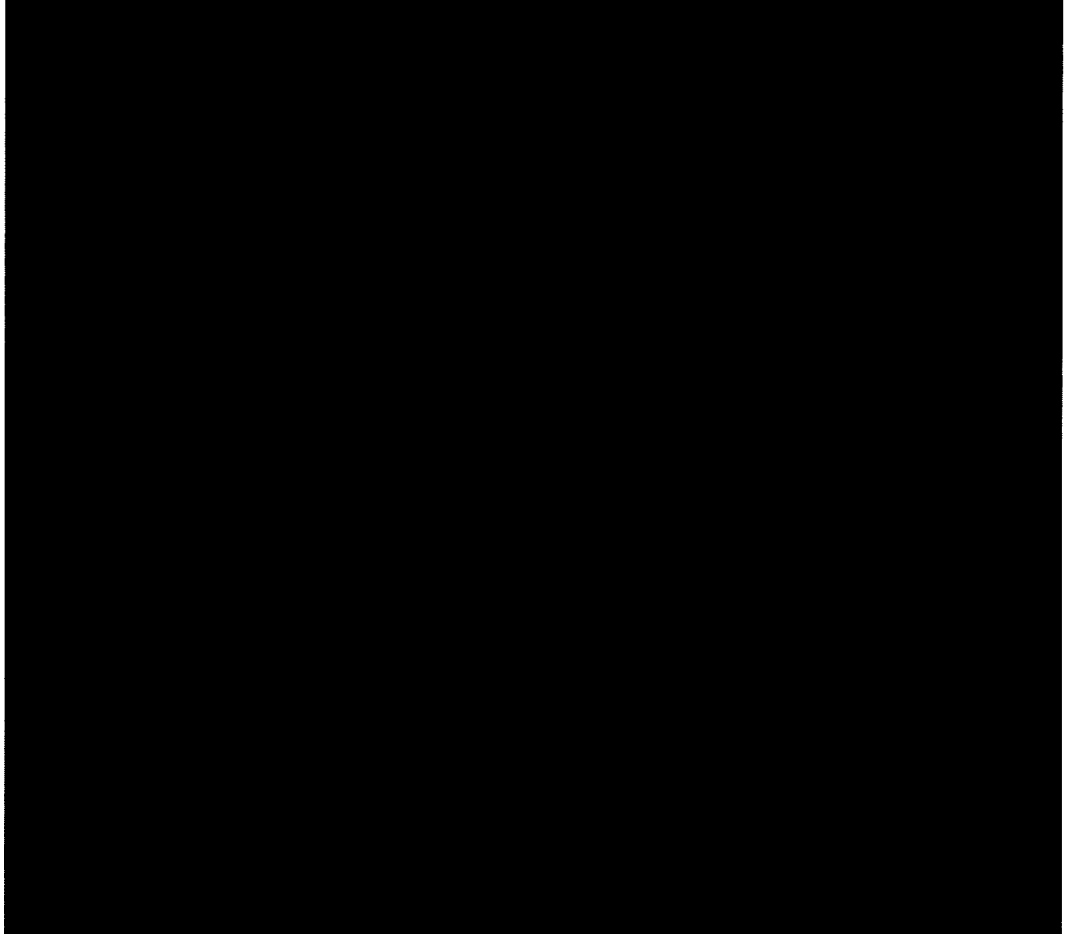
"Sellers' Knowledge" means (i) that Dick Witsil is actually aware of the relevant fact or other matter or circumstance set forth in a writing (electronic or otherwise) before the Closing Date addressed or delivered to or written by any of the foregoing individuals.

"Tax" any federal, state, local, foreign or other tax, levy, impost, fee, assessment, unclaimed property and escheat obligations or other charge imposed by a Governmental Unit or Applicable Law, including, without limitation, income, estimated income, business, occupation, franchise, property, payroll, personal property, sales, transfer, use, employment, commercial rent, occupancy, franchise or withholding taxes, and any premium, including, without limitation, interest, penalties and additions in connection therewith.

"Transaction" the execution, delivery or performance of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby.

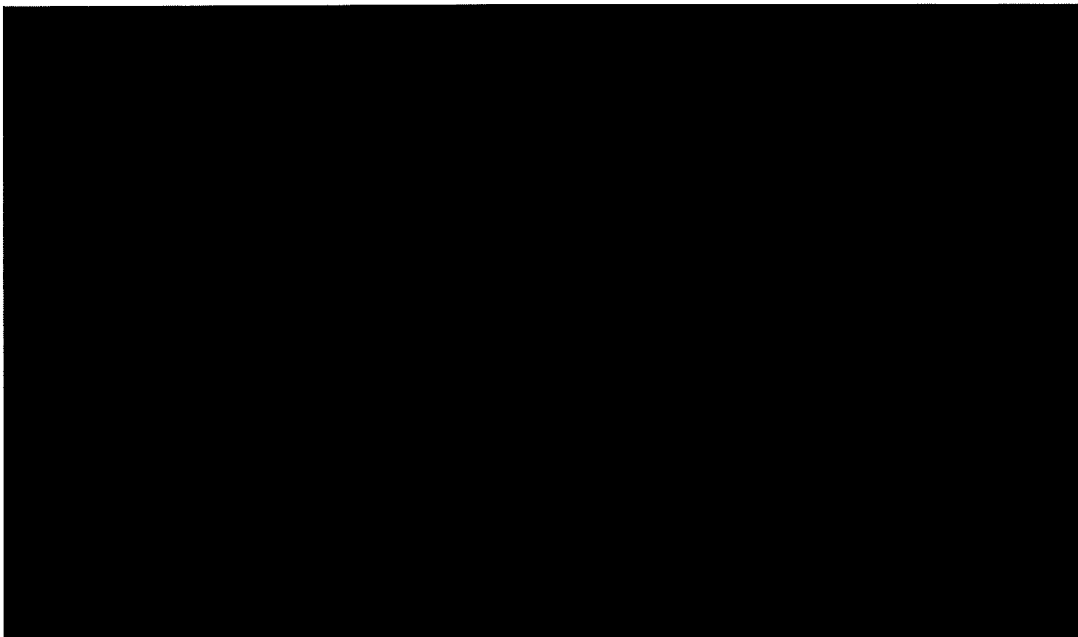
"Transaction Documents" this Agreement and each of the Ancillary Agreements.

EXHIBIT B

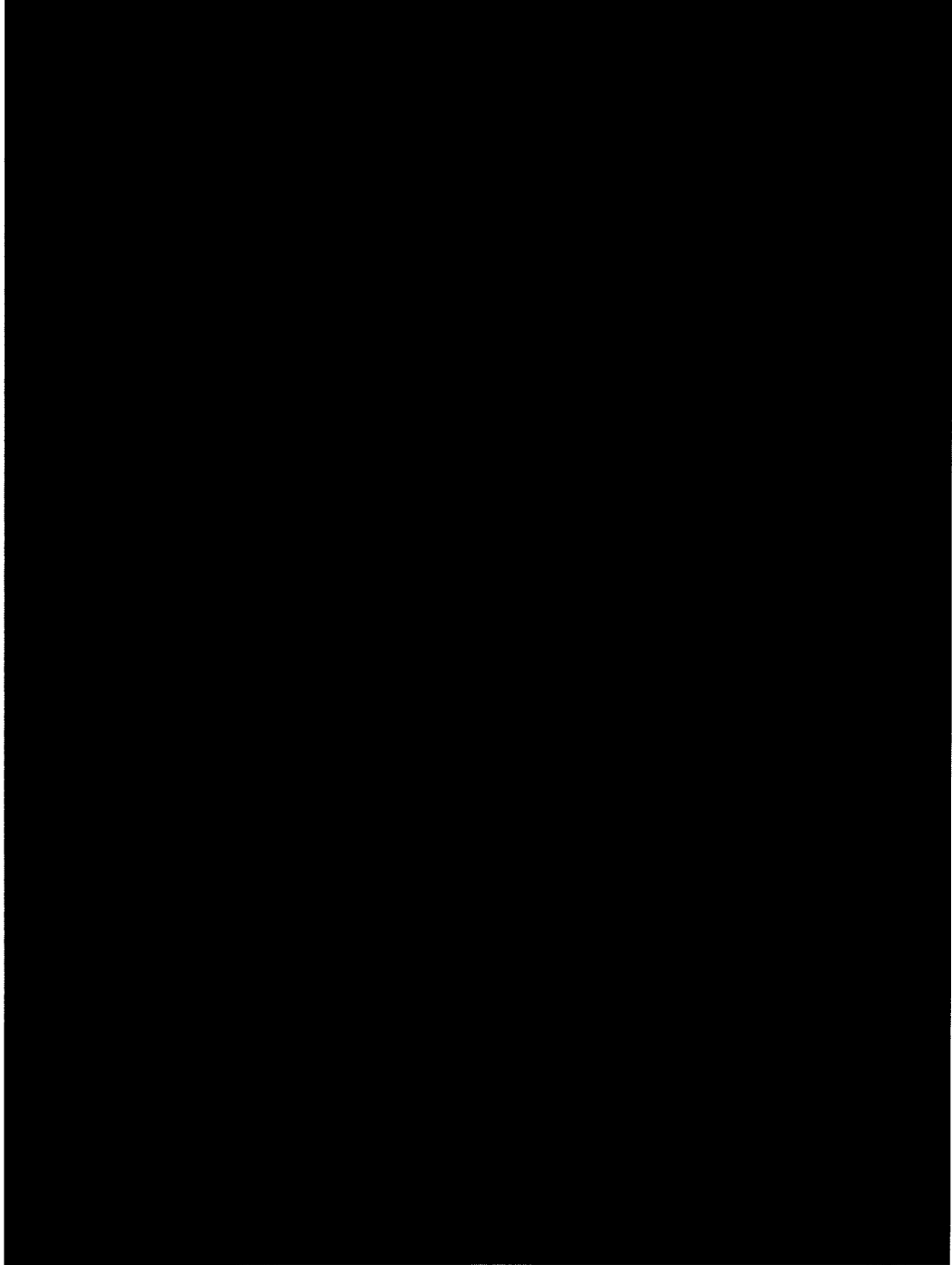


[Signatures are on the following page]

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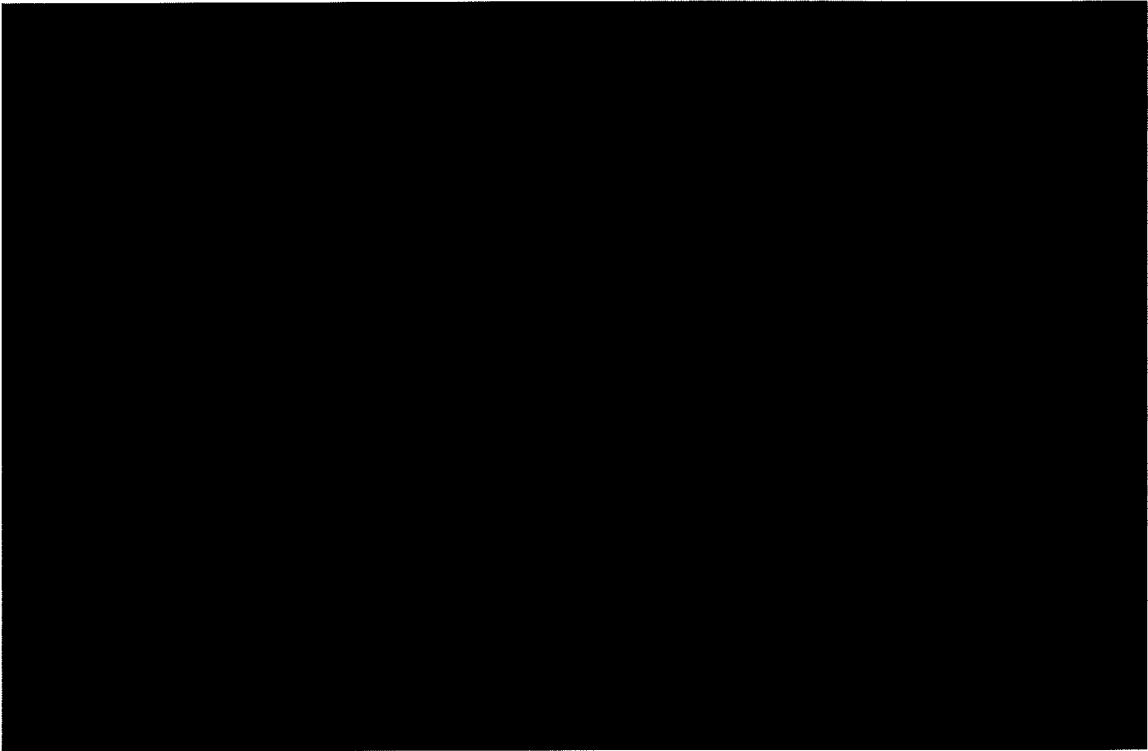


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Schedule A

Assets

The Assets are comprised of the following:

1. The hardware and software inventory set forth on Schedule A-1;
2. The Intellectual Property Assets and the software listed on Schedule A-1;
3. Fixed assets listed on Schedule A-2;
4. The goodwill of the Business;
5. Assumed Contracts;
6. Customer lists set forth on Schedule A-3; and
7. Books and records related to the foregoing "Assets."

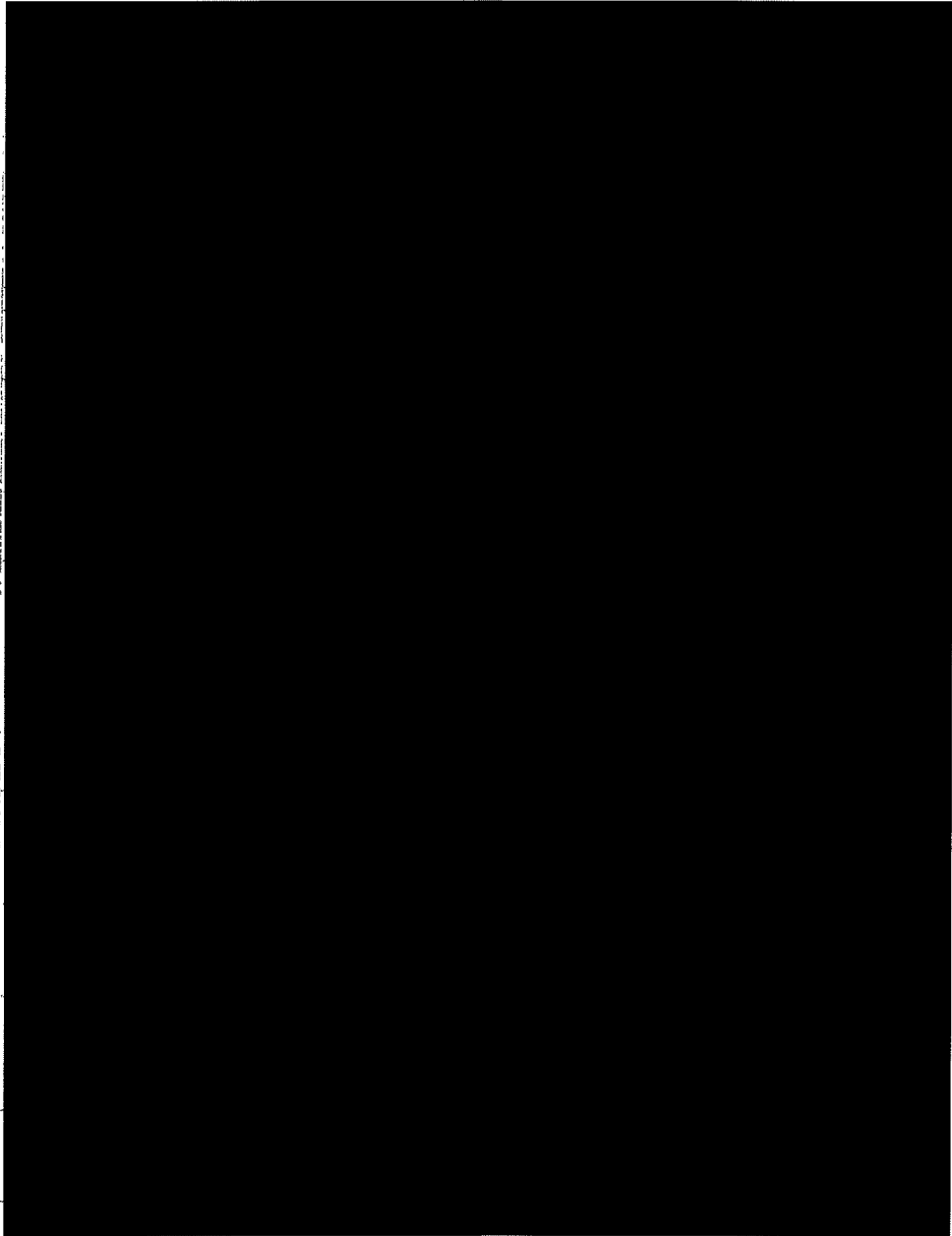
Schedule A-1

Software

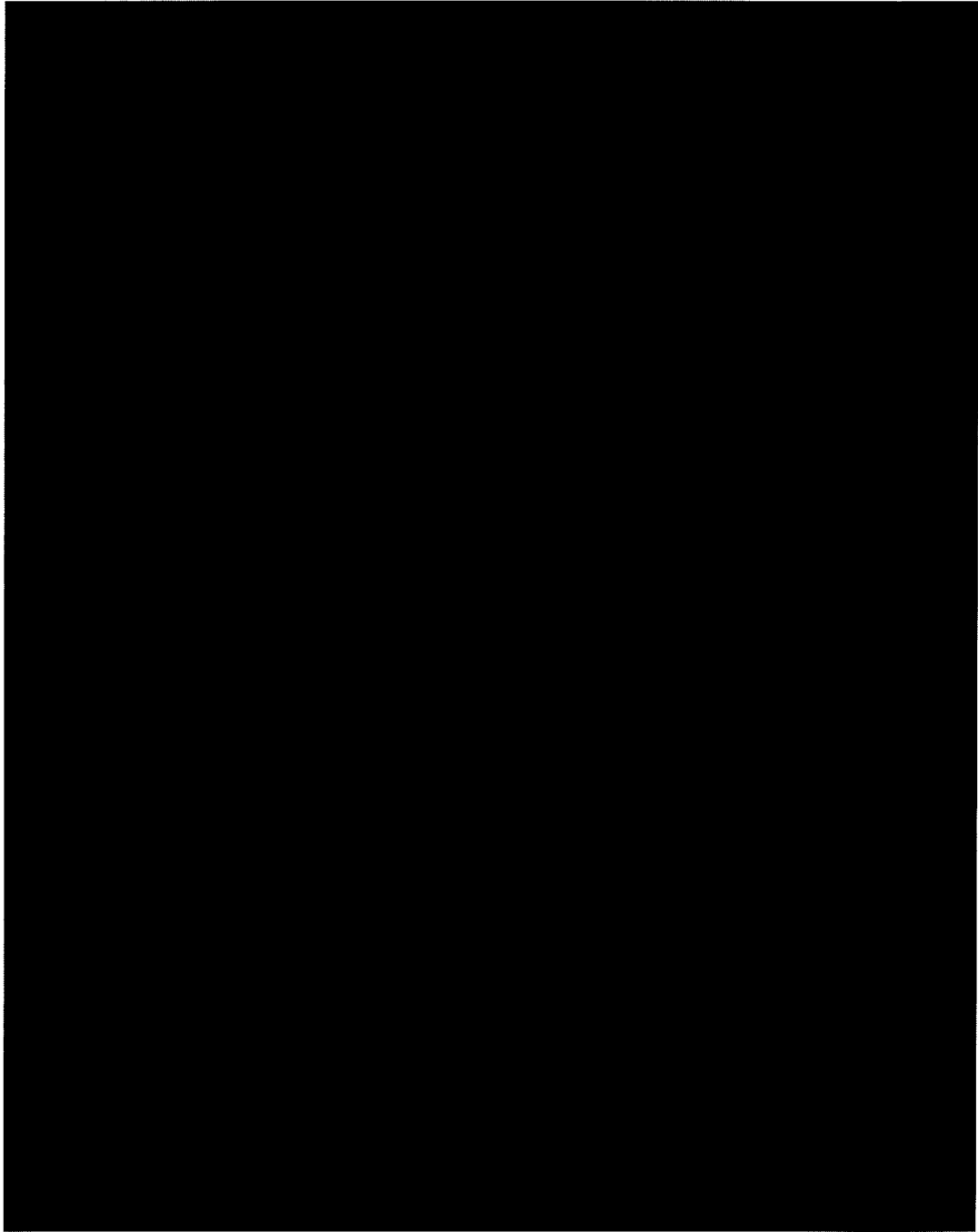
TSET Software Asset List		
Item	Description	Quantity
	1/10/2018	
1	Presagis Terra-Visa version 5.0 out of maintenance (USB license) expired 2007.	5
2	Presagis Terra-Visa version 14.0 out of maintenance (node lock license) expired 2015.	1
3	Presagis Creator version 3 1, out of maintenance, (5 seat USB license) expired 2004	1
4	X-IG (Intellectual Property) source code (includes TTS) for all versions.	1
5	EME (Intellectual Property) source code for all versions	1
6	X-Gen. (Intellectual Property) source code for all versions.	1
7	X-TUAS (Intellectual Property) source code for all versions	1
8	X-Host (Intellectual Property) source code for all versions.	1
9	Models (open flight format with geometry and textures.	1
10	VT-MAK DI-Guy SDK maintenance expired May 2016.	1

Hardware

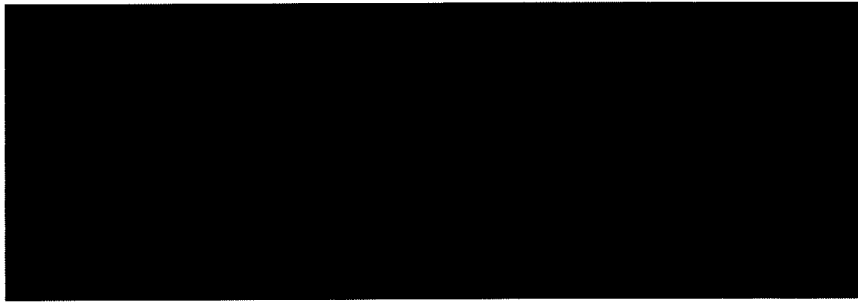
See Schedule A-2.



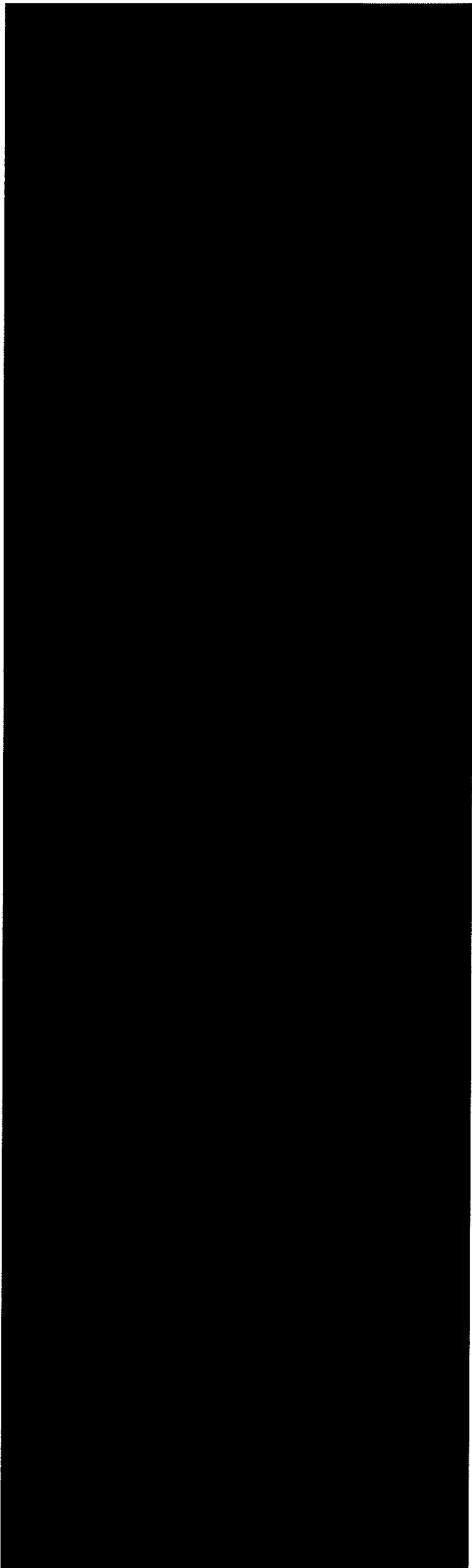
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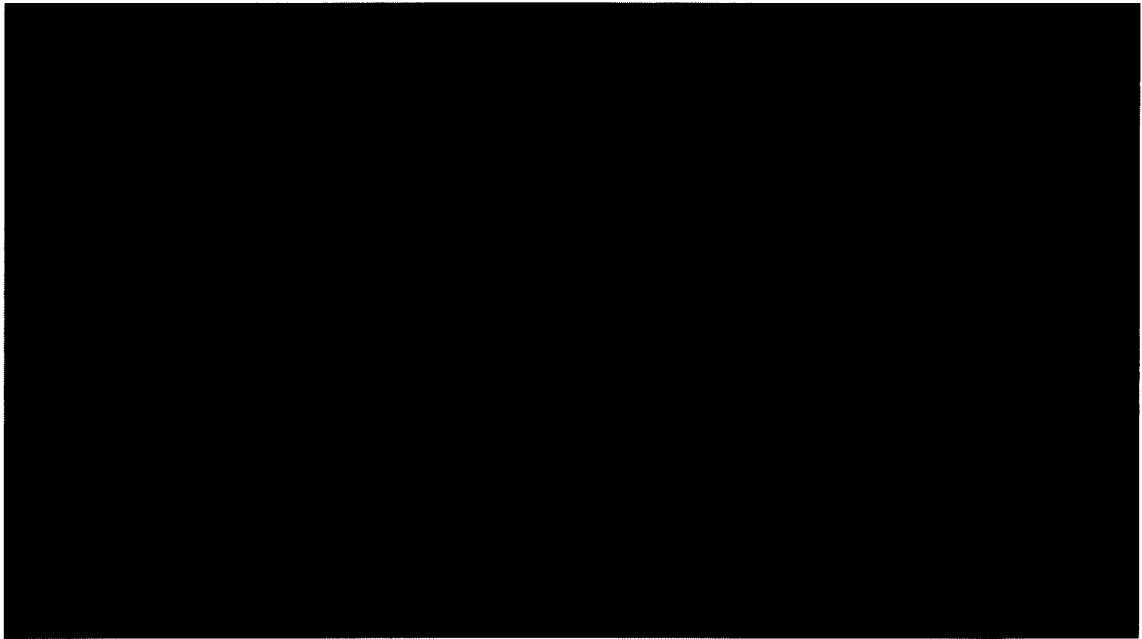


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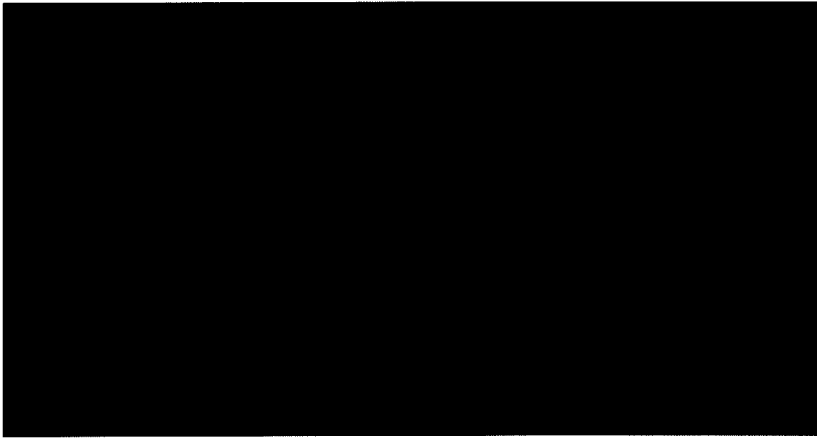




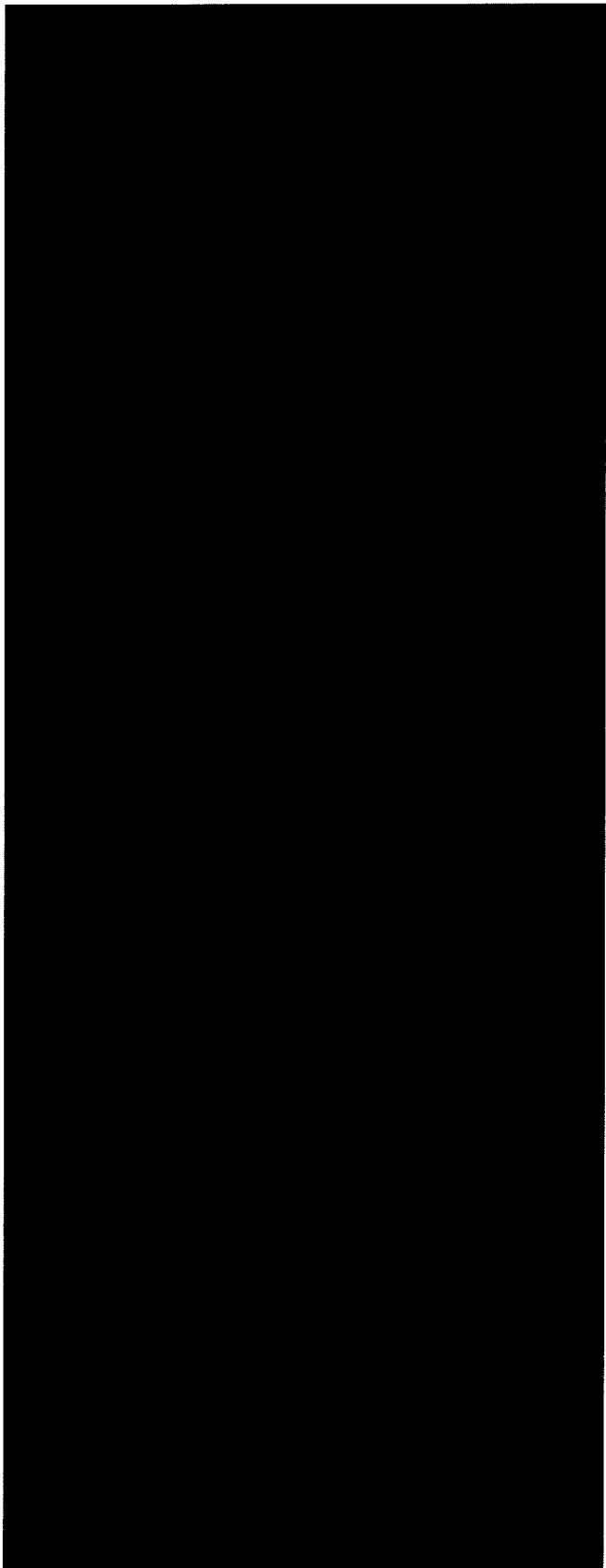
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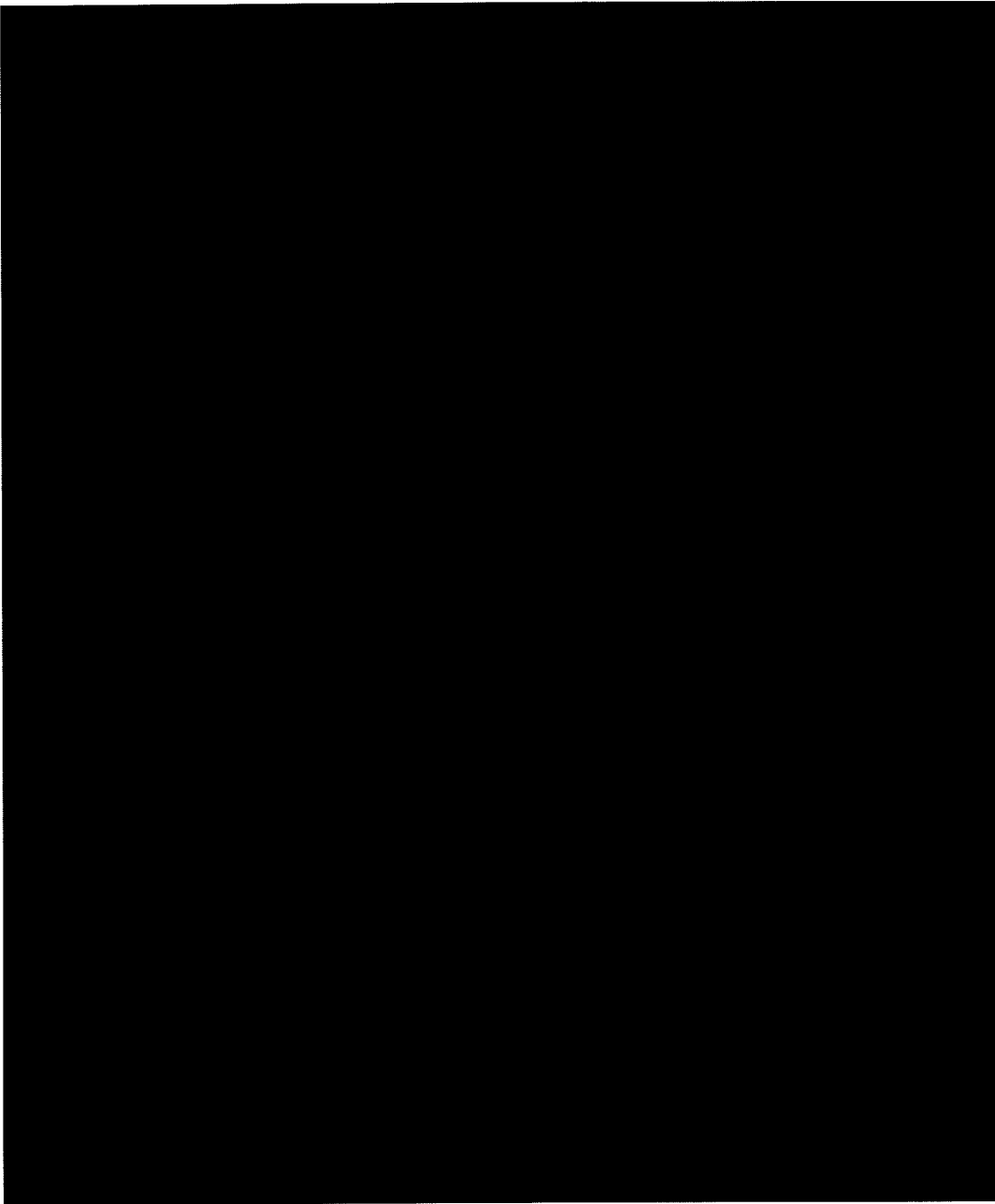


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