



11-06-2006

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nd Trademark Office



103332621

10-23-06

RECORDATION FOR
PATENTS

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Network Forensics, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 12/20/2001

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other corrective agreement to correct assignor's and assignee's names previously recorded at Reel 015573, frame 0061

2. Name and address of receiving party(ies)

Name: CTX Corporation

Internal Address: Suite 210

Street Address: 7945 MacArthur Boulevard

City: Cabin John

State: Maryland

Country: U.S.A. Zip: 20818

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

09/552,878

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: PILLSBURY WINTHROP SHAW PITTMAN LLP

Internal Address: P. O. BOX 10500

Street Address: 1650 TYSONS BOULEVARD

City: MCLEAN

State: VIRGINIA Zip: 22102

Phone Number: 703.770.7900

Fax Number: 703.770.7901

Email Address: RICK.TOERING@PILLSBURYLAW.COM

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 00000009 033975
Expiration Date 11/25/2006 11/25/2006

b. Deposit Account Number 03-3975

Authorized User Name RICK TOERING

9. Signature

Signature

October 23, 2006

Date

Rick A. Toering, Registration No. 43,195

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 1

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 018493 FRAME: 0172

07-21-2004



102795041

SHEET

ocket No.: MAN0002-US

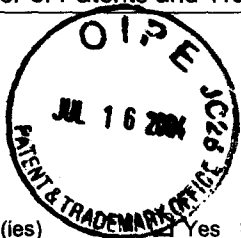
U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings → → → ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CTX Corporation



Additional names(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Asset Purchase Agreement

Execution Date: 12/20/01

2. Name and address of receiving party(ies):

Name: Network Forensics, Inc.

Address: 6500 Seven Locks Road

City: Cabin John State/Prov.: MD

Country: USA ZIP: 20818

Additional name(s) & address(es) ☐ Yes ☒ No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: _____

Patent Application No. Filing date

09/552,878

4/20/00

B. Patent No.(s)

Additional numbers

☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael D. Bednarek

Registration No. 32,239

Address: Shaw Pittman LLP

1650 Tysons Boulevard

City: McLean State/Prov.: VA

Country: USA ZIP: 22102

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☐ Authorized to be charged to deposit account

8. Deposit account number:

50-1390

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael D. Bednarek

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

PATENT

REEL: 018493 FRAME: 0173

07/20/2004 LMI 0000134 09552878 40.00 OP 01 FC 8021

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**") is made and entered into this 20 day of December, 2001, by and between CTX CORPORATION, a Virginia corporation (the "**Buyer**"), and NETWORK FORENSICS, INC., a Delaware corporation (the "**Seller**").

WHEREAS, the Seller is engaged in the business of designing, developing, marketing and selling software products and services that enhance computer network security (the "**Business**");

WHEREAS, the Seller and the Buyer entered into that certain Purchase Agreement, dated July 27, 1999 (the "**Purchase Agreement**"), and related agreements pursuant to which the Seller acquired from the Buyer certain rights in and to certain network auditing and assessment software (as such term is defined in the Purchase Agreement and in the License Agreement, as defined below, the "**Forensics Technology**");

WHEREAS, the Seller and the Buyer entered into that certain License Agreement, dated November 30, 2000 (the "**License Agreement**"), pursuant to which the Buyer acquired from the Seller certain licenses to use, market and sell products embodying the Forensics Technology and to prepare enhancements to and derivative works of the Forensics Technology; and

WHEREAS, the Buyer desires to purchase, and the Seller desires to sell, on the terms and conditions set forth herein, the Forensics Technology and certain other assets of the Seller in exchange for the consideration described herein, all as described more fully below.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements herein contained and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I THE TRANSACTION

1.1 Purchase and Sale of Assets. The Seller hereby agrees to sell, transfer, assign and deliver to the Buyer, and the Buyer hereby agrees to purchase, accept and receive from the Seller, all right, title and interest in, to and under the Purchased Assets (as hereinafter defined), free and clear of any and all Liens.

1.2 Purchased Assets. The "**Purchased Assets**" are all of the assets, properties and rights of the Seller used in connection with and related to the Business (other than Excluded Assets (as hereinafter defined)), including, without limitation, the following:

(a) all of the Seller's right, title and interest in, to and under the Forensics Technology, in source code and object code forms, whether created by Buyer, Seller or any third party on behalf of Buyer or Seller, including, without limitation, the Net4 Collector Product, the

Net4 Internet Parser Module, the Net4 Analyzer Product, the Net4 Applications Product, the Net-Forensics Core Module, any other executables and .dll files included in the Purchase Agreement, and any patents, patent applications, copyrights, know-how, inventions, developments and other proprietary rights related to or associated with the foregoing;

(b) all of the Seller's right, title and interest in, to and under the registered trademarks and service marks, reserved trade names, registered copyrights, pending applications for registration of any marks or copyrights, and all filed patent applications and issued patents, including, without limitation, the items set forth on Schedule 1.2(b);

(c) all of the Seller's right, title and interest in, to and under all derivatives of the Forensic Technology, all developments, modifications or enhancements thereto and all of the development environment and tools associated therewith, in each case whether created by Buyer, Seller or any third party on behalf of Buyer or Seller;

(d) all of the Seller's computer hardware, telecommunications hardware and other equipment, including, without limitation, the items set forth on Schedule 1.2(d);

(e) all of the Seller's other computer software programs, software libraries, operating systems, compilers, information systems, proprietary interfaces, routines, subroutines, modules, procedures, functions and program specifications, in source code and object code forms, whether created by Buyer, Seller or any third party, including, without limitation, the items set forth on Schedule 1.2(e), and all rights under licenses relating to the use thereof;

(f) any documentation associated with any of the assets described in subsections (a) to (e) above, whether created by Buyer, Seller or any third party on behalf of Buyer or Seller;

(g) all of Seller's domain names and web sites, including, without limitation, the domain name www.networkforensics.com;

(h) all of the Seller Proprietary Rights (as such term is defined in Section 3.5(a) below);

(i) all of the Seller's written and electronic information relating to its customers, prospective customers, marketing plans and all other information relating to sales, marketing and advertising, including, without limitation, customer lists, partner lists, customer and partner files, lists of customer and partner contacts, pricing information, sales lead data, market analysis, market strategies, and advertising and marketing materials;

(j) all of the Seller's rights to the Business as it is presently being conducted, as it has been conducted in the past and as it is proposed to be conducted in the future;

(k) all of the Seller's inventory and supplies held for resale;

(l) all of the Seller's other tangible assets (whether in the possession of the Seller or in the custody of third parties such as customers, vendors and trade representatives), including, without limitation, fixtures, supplies, office furniture and office equipment, and the tangible personal property set forth on Schedule 1.2(l); and

(m) all of the Seller's other intangible assets, including the Seller's goodwill and going concern value and the business appurtenant thereto.

1.3 Excluded Assets. The parties to this Agreement expressly agree that the Seller is not hereunder transferring to the Buyer the following assets (the "Excluded Assets"): .

(a) the Seller's cash, bank accounts, marketable securities, certificates of deposit and cash equivalents; and

(b) the Seller's corporate seal, charter, bylaws, minute book, stock book, tax returns, tax preparation work papers and other records relating to the corporate organization of the Seller.

1.4 No Assumption of Liabilities. The Buyer shall not assume, and shall not be liable or responsible for, any debt, obligation or liability of or relating to the Seller, the Purchased Assets or the Business or otherwise of any kind, whether known or unknown, contingent, absolute or otherwise, and whether now existing or hereafter arising, including, without limitation, accounts payable, accrued taxes, accrued wages, benefits and related labor compensation due to employees of the Seller and other accrued liabilities.

ARTICLE II CONSIDERATION FOR TRANSFER

Upon the terms and subject to the conditions set forth in this Agreement, in reliance upon the representations, warranties, covenants and agreements of the Seller contained herein, and in consideration of and in exchange for the sale, conveyance, assignment, transfer and delivery of the Purchased Assets, the Buyer agrees to pay to the Seller the sum of Seventy Five Thousand Dollars (\$75,000), by good check or by wire transfer, upon the execution of this Agreement, and Five Thousand Dollars (\$5,000), by good check or by wire transfer (the "Subsequent Payment"), on the date that is ninety (90) days after the date of execution of this Agreement; provided that a condition for the requirement that the Buyer pay the Subsequent Payment shall be that the Seller has fulfilled all of its obligations under this Agreement and that the Seller is not in breach of any of the representations and warranties set forth in Article III hereof.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Buyer, as of the date hereof, as set forth below:

3.1 Authority. The Seller is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was organized. The Seller has full power and authority and all requisite rights, licenses, permits and franchises to own, lease and operate the Purchased Assets and to carry on the Business. The Seller has full right, power and authority to execute and deliver this Agreement and all of the other documents and instruments to be executed in connection therewith (the "Related Documents") to which the Seller is a party and to carry out the transactions contemplated hereby and thereby. All corporate and other acts or proceedings required to be taken by the Seller to authorize the execution, delivery and performance of this Agreement, the Related Documents to which the Seller is a party and the transactions contemplated hereby and thereby have been duly and properly taken, including any necessary action by the stockholders of the Seller.

3.2 Validity. This Agreement and the Related Documents to which the Seller is a party have been duly executed and delivered by the Seller and constitute the valid and legally binding obligations of the Seller, enforceable against the Seller in accordance with their respective terms. The execution and delivery of this Agreement and the Related Documents to which the Seller is a party and the consummation of the transactions contemplated hereby and thereby do not and will not result in the creation of any Lien or the termination or acceleration of any obligation of or relating to the Seller and are not prohibited by, do not and will not violate or conflict with any provision of, and do not and will not constitute a default under or a breach of, (i) the charter or bylaws of the Seller, (ii) any license, instrument or agreement to which the Seller is a party or by which the Seller is bound or by which the Purchased Assets are governed, (iii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iv) any law, rule or regulation (collectively, the "Laws") applicable to the Seller or the Purchased Assets. No approval, authorization, registration, consent, order or other action of or filing with any Person, court or governmental authority is required for the execution and delivery by the Seller of this Agreement or the Related Documents to which it is a party or the consummation of the transactions contemplated hereby and thereby.

3.3 No Liabilities. Except as disclosed on Schedule 3.3, there are no Liabilities of the Seller relating to the Purchased Assets.

3.4 Purchased Assets. The Seller does not own any real property. The Seller is the sole and exclusive legal and equitable owner of all right, title and interest in and has good and marketable title to all of the Purchased Assets, free and clear of any and all Liens. All of the Purchased Assets may be transferred to the Buyer without the consent or approval of any Person. All of the Purchased Assets may be, and shall be, transferred to the Buyer free and clear of any Liens. The Purchased Assets are in good repair, order and condition (reasonable wear and tear excepted). The Purchased Assets, taken together, are adequate, and will furnish the Buyer with all of the capacity and rights to operate the Business in the same manner as presently and historically operated by the Seller. The Seller agrees that it shall not retain any copies or derivative works of any of the Purchased Assets.

3.5 Intellectual Property.

(a) The Seller is the sole and exclusive owner of all right, title and interest in and to all Proprietary Rights in the Purchased Assets and all other Proprietary Rights used by the Seller in the Business as now conducted and as proposed to be conducted (the "Seller Proprietary Rights"), free and clear of any and all Liens. Schedule 1.2(e) includes all third-party software used by the Seller in the development of the Forensics Technology and the conduct of the Business (the "Third-Party Software"). The Seller has entered into all license agreements required for the use of, and the right to sublicense the use of, the Third-Party Software, and all use by the Seller of the Third-Party Software has been in full compliance with such license agreements. None of the Purchased Assets conflicts with or infringes upon the Proprietary Rights of any third party.

(b) The source code and documentation (except end-user manuals) relating to the Forensics Technology (i) have at all times been maintained by the Seller in strict confidence, (ii) have been disclosed by the Seller only to the Buyer and to consultants and employees of the Seller having a need to know the contents thereof in connection with the performance of their duties to the Seller, and (iii) have not been disclosed to any third party. The Seller has not granted access to such source code to any third party.

(c) Except as set forth on Schedule 3.5(c), there are no outstanding options, licenses or agreements of any kind relating to such Proprietary Rights, nor is the Seller bound by or a party to any options, licenses or agreements of any kind with respect to the Proprietary Rights of any other Person. The Seller has not received any communications alleging that the Seller has violated or, by conducting its business as proposed, would violate any of the Proprietary Rights of any other Person. To the best of the Seller's knowledge, none of the Seller's current employees is, by virtue of such employee's activities in connection with the Business, violating, infringing or appropriating any Proprietary Rights of any former employer of such employee.

3.6 No Contracts. Other than any licenses listed in Schedule 3.6, there are no license agreements or other agreements that grant to third parties any interest in the Forensics Technology, including the right to use, reproduce or modify the Forensics Technology. Other than any licenses or other agreements listed in Schedules 3.5(d) or 3.6, the Seller is not a party to any contract, agreement or other arrangement with any third party that affects any of the Forensics Technology or Seller Proprietary Rights.

3.7 Legal Proceedings. The Seller is not engaged in or a party to or, to the knowledge of the Seller, threatened with any litigation, dispute, claim, action, suit or other proceeding. The Seller has no knowledge of any investigation threatened or contemplated by any governmental or regulatory authority. Neither the Seller, nor the Business nor any of the Purchased Assets are subject to any judgment, order, writ, injunction, stipulation or decree of any court or any governmental agency or any arbitrator.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer hereby represents and warrants to the Seller, as of the date hereof, as set forth below:

4.1 Authority. The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia. The Buyer has full right, power and authority to execute and deliver this Agreement and the Related Documents to which it is a party and to carry out the transactions contemplated hereby and thereby. All corporate and other acts or proceedings required to be taken by the Buyer to authorize the execution, delivery and performance of this Agreement, the Related Documents to which it is a party and the transactions contemplated hereby and thereby have been duly and properly taken.

4.2 Validity. This Agreement and the Related Documents to which the Buyer is a party have been duly executed and delivered and constitute its valid and legally binding obligations, enforceable against it in accordance with their respective terms. The execution and delivery of this Agreement and the Related Documents to which the Buyer is a party and the consummation of the transactions contemplated hereby and thereby do not and will not result in the creation of any Lien or the termination or acceleration of any obligation of or relating to the Buyer and are not prohibited by, do not and will not violate or conflict with any provision of, and do not and will not constitute a default under or a breach of, (i) its charter or bylaws, (ii) any license, instrument or agreement to which it is a party or is bound, (iii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iv) any Laws applicable to it.

ARTICLE V ADDITIONAL COVENANTS AND AGREEMENTS OF THE SELLER

The Seller hereby agrees to keep, perform and fully discharge the following covenants and agreements.

5.1 Further Assurances. From time to time after the date hereof, at the Buyer's request and without further consideration, the Seller shall execute, acknowledge and deliver the Bill of Sale, in the form attached at Exhibit A hereto, the Patent Assignment, in the form attached as Exhibit B hereto, the Release Agreement from Noteholders, in the form attached as Exhibit C hereto, and such other documents, instruments or assurances and take such other actions as the Buyer may reasonably request with respect to assigning, conveying and transferring to the Buyer any of the Purchased Assets, obtaining any consents, permits or authorizations required from any third party or any governmental authority for the transfer of the Purchased Assets and the Business to the Buyer and further implementing the transactions contemplated hereby.

5.2 Non-Competition.

(a) For the period commencing on the date hereof and ending on the first anniversary thereof, the Seller and its Affiliates shall not, for any reason whatsoever, directly or indirectly, for itself or on behalf of or in conjunction with any other Person:

(i) engage in work related to network traffic collection, analysis or security, including, without limitation, the design, development, marketing or sale of software or methodologies relating to computer network traffic collection, analysis and security;

(ii) furnish to any Person other than Buyer any software, materials or other tangible or intangible property related to computer network traffic collection, analysis and security;

(iii) employ, or call upon for the purpose or with the intent of enticing away from or out of the employ of the Buyer or its Affiliates, any person who is at that time, or was within one (1) year prior to that time, an employee of the Buyer, the Seller or their Affiliates; or

(iv) call upon any Person who or that is at that time, or has been within one (1) year prior to that time, a customer of the Buyer or the Seller or their Affiliates for the purpose of soliciting or selling products or services in competition with the Buyer or its Affiliates.

(b) Because of the difficulty of measuring economic losses to the Buyer and its Affiliates as a result of a breach of the foregoing covenants, and because of the immediate and irreparable damage that could be caused to the Buyer and its Affiliates for which the Buyer would have no other adequate remedy, the Seller agrees that the foregoing covenants may be enforced by the Buyer in the event of breach by the Seller, in addition to, but not in lieu of, any other available remedies, by injunctions and restraining orders and other equitable remedies.

(c) The parties agree that the covenants in this Section 5.2 impose a reasonable restraint on the Seller and its Affiliates in light of the activities and business of the Buyer and its Affiliates on the date hereof.

(d) The covenants in this Section 5.2 are severable and separate, and the unenforceability of any specific covenant shall not affect the provisions of any other covenant. If any court of competent jurisdiction shall determine that the scope, time or territorial restrictions set forth herein are unreasonable, then it is the intention of the parties that such restrictions be enforced to the fullest extent which the court deems reasonable, and the Agreement shall thereby be reformed.

5.3 Liquidation of the Seller. The Seller shall take all necessary steps to wind up its affairs and to dissolve and liquidate on or before January 31, 2003.

5.4 Confidentiality. The Seller recognizes and acknowledges that it has in the past, currently has, and in the future may possibly have, access to certain confidential information of the Buyer and the Business, such as customer lists and pricing and cost policies, that are valuable, special and unique assets of the Buyer's and the Seller's respective businesses. The Seller agrees that it will not disclose confidential information with respect to the Buyer at any time, nor with respect to the Business after the date hereof, to any Person for any purpose or reason whatsoever (except to authorized representatives of the Buyer and to counsel and other

advisers, provided that such advisers (other than counsel) agree to the confidentiality provisions of this Section 5.4), unless (i) such information becomes known to the public generally through no fault of the Seller, or (ii) disclosure is required by law or the order of any governmental authority under color of law, provided that, prior to disclosing any information pursuant to clause (ii), the Seller shall give prior written notice thereof to the Buyer and provide the Buyer with the opportunity to contest such disclosure.

ARTICLE VI TERMINATION OF AGREEMENTS

6.1 Except as provided in Section 6.2, this Agreement, the Related Documents and the other agreements and instruments executed by the parties hereto supersede the Purchase Agreement of July 27, 1999, by and between the Buyer and the Seller, the Intercompany Agreement, dated July 27, 1999, by and between the Buyer and the Seller, the License Agreement, dated November 30, 2000, by and between the Buyer and the Seller, and the other agreements and instruments executed by the parties thereto (collectively, the "Previous Agreements") with respect to the ownership and licensing of the Forensics Technology. Except as provided in Section 6.2, the parties agree that the Previous Agreements are hereby terminated and that neither party shall have any further payment obligations to the other party thereunder, including, without limitation, any royalty payments payable by Buyer to Seller thereunder.

6.2 Notwithstanding the provisions of Section 6.1, any provision of the Previous Agreements pursuant to which the Buyer acquires an equity interest in the Seller and all rights appurtenant to any such equity interest shall survive the execution and delivery of this Agreement and shall remain in full force and effect.

ARTICLE VII INDEMNIFICATION

7.1 Survival. All covenants and agreements contained in this Agreement, the Related Documents or any agreement or other document delivered pursuant hereto or thereto shall be enforceable until the covenant or agreement has been fully performed. All representations and warranties contained in this Agreement or in the Related Documents or in any agreement or other document delivered pursuant hereto or thereto shall survive until the third anniversary of the date hereof and shall thereafter expire, except for claims made prior to the third anniversary.

7.2 Indemnification by Seller. The Seller covenants and agrees to indemnify, defend, protect and hold harmless the Buyer from, against and in respect of all Damages (as defined below) suffered, sustained, incurred or paid by the Buyer in any action, proceeding or controversy between the Seller and the Buyer or any of their respective officers, directors, employees, assigns, successors and Affiliates, or between the Buyer and a third party, in connection with, resulting from or arising out of, directly or indirectly: (i) the inaccuracy of any representation or the breach of any warranty of the Seller set forth in this Agreement or in any Related Document or in any certificate delivered on the part of the Seller in connection with this Agreement or the transactions contemplated thereby; (ii) the nonfulfillment of any covenant or agreement on the part of the Seller set forth in this Agreement, in any Related Document or in

any agreement executed and delivered by the Seller pursuant hereto or thereto; (iii) any and all taxes that are (A) imposed on the Seller that the Buyer pays or otherwise satisfies in whole or in part or (B) imposed on the Buyer in respect of the Seller's income, business, property or operations or for which the Buyer may otherwise be liable as a successor to the Seller for any taxable period or portion thereof ending on or prior to the date hereof; and (iv) the business, operations or assets of the Seller on or before the date hereof or any actions before the date hereof of the Seller or any of its officers, directors, employees, assigns, successors and Affiliates. All indemnification rights of the Buyer under this Section 7.2 shall be deemed to apply in favor of the Buyer's officers, directors, employees, assigns, successors and Affiliates. The term "Damages" shall mean all liabilities, losses, claims, damages, punitive damages, causes of actions, lawsuits, administrative proceedings (including informal proceedings), investigations, audits, demands, assessments, adjustments, judgments, settlement payments, deficiencies, penalties, fines, excise taxes, interest (including interest from the date of such damages) and costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements of every kind, nature and description).

ARTICLE VIII GENERAL PROVISIONS

8.1 Certain Definitions.

(a) The term "Affiliate" shall mean, as to any party, any Person that, directly or indirectly, is in control of, is controlled by or is under common control with such party, including any Person that would be treated as a member of a controlled group under Section 414 of the Internal Revenue Code of 1986, as amended, and any officer or director of such party. For purposes of this definition, an entity shall be deemed to be "controlled by" a Person if the Person possesses, directly or indirectly, power either to (i) vote ten percent (10%) or more of the securities (including convertible securities) having ordinary voting power or (ii) direct or cause the direction of the management or policies of such entity, whether by contract or otherwise.

(b) The term "Liability" shall mean, without limitation, any direct or indirect liability, indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, either accrued, absolute, contingent, mature, unmaturing or otherwise and whether known or unknown, fixed or unfixed, choate or inchoate, liquidated or unliquidated, secured or unsecured.

(c) The term "Lien" shall mean any lien, claim, pledge, option, charge, easement, security interest, right-of-way, encumbrance, mortgage, lease, license, covenant or any other right or restriction of any kind or character, direct or indirect, whether accrued, absolute, contingent or otherwise.

(d) The term "Person" shall mean any natural person, corporation, partnership, limited liability company, joint venture or other business entity.

(e) The term "Proprietary Rights" shall mean patents, trademarks, service marks, trade names, copyrights, trade secrets and other intellectual property rights.

8.2 Notices. Any notice required to be given hereunder shall be sufficient if in writing, and sent by courier service (with proof of service), facsimile transmission (with confirmation of successful transmission), hand delivery (with proof of service) or certified or registered mail (return receipt requested and first-class postage prepaid), addressed as follows:

If to the Buyer:

CTX Corporation
8229 Boone Boulevard, Suite 200
Vienna, VA 22182
Attention: Kevin Phillips
Facsimile: (703) 852-0295

With a copy to:

Shaw Pittman LLP
1650 Tysons Boulevard, Suite 1400
McLean, VA 22102
Attention: Craig E. Chason, Esq.
Facsimile: (703) 770-7901

If to the Seller:

Network Forensics, Inc.
6500 Seven Locks Road
Cabin John, MD 20818
Attention: Michael Muntner
Facsimile: (301) 365-4525

(or to such address as any party shall specify by written notice so given), and shall be deemed to have been delivered as of the date of dispatch if hand delivered or sent by facsimile, one business day after dispatch if sent by courier service, or five business days after dispatch if sent by mail.

8.3 Validity and Severability. Each provision of this Agreement shall be construed in such a manner as to give such provision the fullest legal force and effect possible. To the extent any provision hereof (or part of such provision) is held to be unenforceable or invalid when applied to a particular set of facts, or otherwise, the unenforceability or invalidity of such provisions (or part thereof) shall not affect the enforceability or validity of the remaining provisions hereof (or the remaining parts of such provision), which shall remain in full force and effect, nor shall such unenforceability or invalidity render such provision (or part thereof) inapplicable to other facts in the context of which such provision (or part thereof) would be held legally enforceable and/or valid.

8.4 Entire Agreement. Except as specified in Article VI, this Agreement, the Related Documents and the other agreements and instruments executed by the parties hereto on the date hereof constitute the entire agreement and understanding of the parties hereto with respect to the

matters set forth herein, and representations, promises, agreements or understandings, written or oral, that are not contained herein or therein shall be of no force or effect. Except as specified in Article VI, any and all prior agreements and understandings, whether written or oral, are hereby terminated and canceled and deemed null and void. No change, amendment, modification or waiver of any provision hereof shall be valid or binding unless the same is in writing and signed by the party against whom such change, amendment, modification or waiver is sought to be enforced; moreover, no valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or will be deemed a valid waiver of such provision at any other time.

8.5 Parties in Interest. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, executors or administrators, personal or legal representatives, successors and assigns.

8.6 Headings. The headings in this Agreement are for convenience and reference only and shall not be used in construing or interpreting any of the provisions of this Agreement.

8.7 Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the Commonwealth of Virginia, without reference to any conflicts or choice of laws principles thereof.

8.8 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

[Signatures Next Page]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of ...
the day and year first above written.

BUYER

CTX CORPORATION,
a Virginia corporation

By: 

Name: Kevin Phillips
Vice President

Title: CTX Corporation

SELLER

NETWORK FORENSICS, INC.,
a Delaware corporation

By: 

Name: Michael Muntar

Title: President

FROM MANTECH LEGAL



(MON) 6. 21' 04 9:45/ST. 9:39/NO. 4862174372 P 14

SCHEDULE 1.2(b)

Trademarks, Service Marks, Copyrights, Patents

Provisional Patent Application 60/131,904

FROM MANTECH LEGAL



(MON) 6. 21' 04 9:46/ST. 9:39/NO. 4862174372 P 15

SCHEDULE 1.2(d)
Hardware and Other Equipment

4 Personal Computers and Monitors
Network Hub and Cable

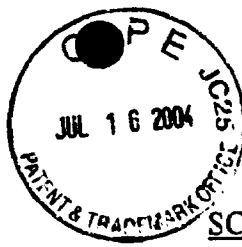
FROM MANTECH LEGAL



(MON) 6. 21 '04 9:46/ST. 9:39/NO. 4862174372 P 16

SCHEDULE 1.2(e)
Other Computer Software

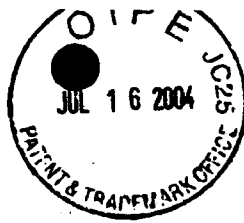
Rational Software
All available versions of Network Forensics Software



SCHEDULE 1.2(1)
Tangible Personal Property

5 file cabinets
2 tables
2 chairs
2 bookcases

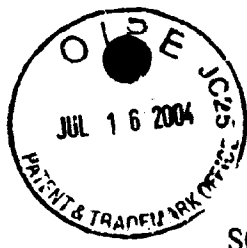
FROM MANTECH LEGAL



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SCHEDULE 3.3
Liabilities

None

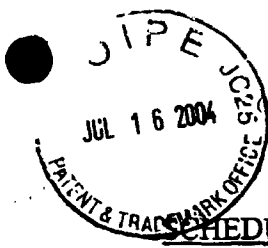


SCHEDULE 3.5(c)

Options, Licenses or Agreements Relating to Proprietary Rights

None

FROM MANTECH LEGAL



(MON) 6. 21' 04 9:46/ST. 9:39/NO. 4862174372 P 20

SCHEDULE 3.6
Licenses Granting Rights in the Forensics Technology

Reseller Agreement with ExanteHealth, Inc, Denver Colorado

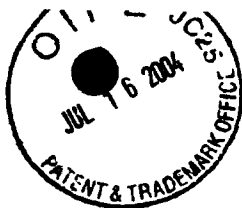
FROM MANTECH LEGAL



(MON) 6. 21' 04 9:46/ST. 9:39/NO. 4862174372 P 21

EXHIBIT A
Form of Bill of Sale

FROM MANTECH LEGAL



(MON) 6. 21 '04 9:46/ST. 9:39/NO. 4862174372 P 22

EXHIBIT B
Form of Patent Assignment

FROM MANTECH LEGAL



(MON) 6. 21' 04 9:47/ST. 9:39/NO. 4862174372 P 23

EXHIBIT C
Form of Release Agreement

ASSIGNMENT

WHEREAS, Network Forensics, Inc., a Delaware corporation (the "Assignor"), owns all right, title, and interest in a certain U.S. provisional patent application as set forth in Schedule A attached hereto (the "Patent Application"); and

WHEREAS, CTX Corporation, a Virginia corporation (the "Assignee"), is desirous of acquiring Assignor's entire right, title, and interest in, to, and under the Patent Applications, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for and in consideration of the sum of One dollar (\$1.00), and other valuable and legally sufficient considerations, the receipt of which by Assignor from Assignee is hereby acknowledged, Assignor has agreed to sell, assign, and transfer and by these presents does hereby, sell, assign, and transfer unto Assignee the Assignor's right, title and interest in, to, and under said Patent Applications and Letters Patent of the United States of America obtained in respect thereof; any corresponding applications for patent or patents therefor in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, continuations and continuations-in-part of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

Assignor hereby covenants and agrees, for itself and its legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all

additional papers that may be requested by Assignee for the purpose of implementing the terms of this ASSIGNMENT.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim said rights without further written or oral authorization from Assignor.

Assignor hereby consents that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignor covenants and agrees that this ASSIGNMENT and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Assignor hereby authorizes and requests the Commissioner of Patents and the United States Patent and Trademark Office to issue Letters Patent to Assignee in accordance with the terms of this ASSIGNMENT.

Assignor further agrees to promptly transfer its files for all patents and patent applications included within the Invention Rights to Assignee.

IN TESTIMONY WHEREOF, the said Assignor has hereunto set his hand this 20 day of December, 2001.

SIGNATURE: *[Signature]*NAME: Michael MunterSTATE OF MarylandCOUNTY OF Montgomery

I, Jennifer M. Carroll, a Notary Public in and for the County and State aforesaid, do hereby certify that Michael Munter, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the use and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 20 day of December, 2001.

(SEAL)

[Signature]
Notary Public

JENNIFER M. CARROLL
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires May 17, 2003

SCHEDULE A

Provisional Patent Application 60/131,904

Inventors: John D. Abromavage, Mark Longworth and Todd A. Moore

ASSIGNMENT

WHEREAS, Network Forensics, Inc., a Delaware corporation (the "Assignor"), owns all right, title, and interest in a certain U.S. provisional patent application and a certain U.S. utility patent application as set forth in Schedule A attached hereto (the "Patent Applications"); and

WHEREAS, CTX Corporation, a Virginia corporation (the "Assignee"), is desirous of acquiring Assignor's entire right, title, and interest in, to, and under the Patent Applications, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for and in consideration of the sum of One dollar (\$1.00), and other valuable and legally sufficient considerations, the receipt of which by Assignor from Assignee is hereby acknowledged, Assignor has agreed to sell, assign, and transfer and by these presents does hereby, sell, assign, and transfer unto Assignee the Assignor's right, title and interest in, to, and under said Patent Applications and Letters Patent of the United States of America obtained in respect thereof; any corresponding applications for patent or patents therefor in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, continuations and continuations-in-part of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

Assignor hereby covenants and agrees, for itself and its legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all

additional papers that may be requested by Assignee for the purpose of implementing the terms of this ASSIGNMENT.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim said rights without further written or oral authorization from Assignor.

Assignor hereby consents that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignor covenants and agrees that this ASSIGNMENT and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Assignor hereby authorizes and requests the Commissioner of Patents and the United States Patent and Trademark Office to issue Letters Patent to Assignee in accordance with the terms of this ASSIGNMENT.

Assignor further agrees to promptly transfer its files for all patents and patent applications included within the Invention Rights to Assignee.

IN TESTIMONY WHEREOF, the said Assignor has hereunto set his hand this 26 day of December, 2001.

NETWORK FORENSICS, INC.,
a Delaware corporation

BY: [Signature]

NAME: Michael Muntzer

TITLE: President

STATE OF Maryland

COUNTY OF Montgomery

I, Jennifer M. Carroll, a Notary Public in and for the County and State aforesaid, do hereby certify that Michael Muntzer, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the use and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 26th day of December, 2001.

(SEAL)

Jennifer M. Carroll
Notary Public
JENNIFER M. CARROLL
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires May 17, 2003

SCHEDULE A

U.S. Provisional Patent Application Number 60/131,904 ("System and Method for Network Security")

U.S. Patent Application Number 09/552,878 ("System and Method for Network Security")

Inventors: John D. Abromavage, Mark Longworth and Todd A. Moore

BILL OF SALE

Network Forensics, Inc., a Delaware corporation (hereinafter called "Assignor"), for One Dollar (\$1.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which are hereby acknowledged, by these presents does hereby sell, assign, transfer, convey and deliver unto CTX Corporation, a Virginia corporation (hereinafter called "Assignee"), its successors and assigns, all of the "Purchased Assets" as defined in that certain Asset Purchase Agreement, dated December 20, 2001, by and between Assignee, as Purchaser, and Assignor, as Seller (the "Asset Purchase Agreement")

TO HAVE AND TO HOLD said Purchased Assets, unto the said Assignee, its successors and assigns, to and for its use forever;

AND, Assignor does hereby warrant, covenant and agree that it:

- (a) has good and marketable title to the Purchased Assets hereby sold, assigned, transferred, conveyed and delivered, subject to such liens and other encumbrances as are disclosed in the Asset Purchase Agreement and except as otherwise provided in the Asset Purchase Agreement;
- (b) will warrant and defend the sale of said Purchased Assets against all and every person or persons whomsoever claiming or to claim against any or all of the same, subject to the terms and provisions of the Asset Purchase Agreement; and
- (c) covenants and agrees with Assignee, its successors and assigns, to execute and deliver to Assignee such other and further instruments of transfer, assignment and conveyance and all such notices, releases, acquittances and other documents and to use its best efforts to secure all such consents and waivers as

may be necessary more fully to transfer, assign and convey to and vest in Assignee all the Purchased Assets hereby transferred, assigned and conveyed or intended so to be.

Assignor hereby authorizes and grants its power of attorney to Assignee and hereby appoints Assignee and the officers thereof as Assignor's attorney-in-fact to take any appropriate action in connection with any of said rights, claims, causes of action and property, in the name of Assignor or in its own or any other name but at its own expense, it being understood that this authorization and power of attorney are coupled with an interest and irrevocable.

IN WITNESS WHEREOF, Assignor has caused this instrument to be duly executed this 20 day of December, 2001.

NETWORK FORENSICS, INC.,
a Delaware corporation

By: 

Name: Michael Meathur

Title: President

Authorized Officer

ATTEST:



Kevin Phillips
Vice President
NTY Corporation