

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3597668

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	2
CONVEYING PARTY DATA	
Name	Execution Date
GREENLINE SYSTEMS, INC.	10/29/2013
RECEIVING PARTY DATA	
Name:	A-T SOLUTIONS, INC.
Street Address:	1934 OLD GALLOWS ROAD, SUITE 500
City:	VIENNA
State/Country:	VIRGINIA
Postal Code:	22182
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14930397
CORRESPONDENCE DATA	
Fax Number:	(312)876-7934
<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:	3128768000
Email:	patents.us@dentons.com, dianetatiana.filatov@dentons.com
Correspondent Name:	DENTONS US LLP
Address Line 1:	P.O. BOX 061080
Address Line 2:	WACKER DRIVE STATION, WILLIS TOWER
Address Line 4:	CHICAGO, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	10025559-0004
NAME OF SUBMITTER:	DIANE TATIANA FILATOV
SIGNATURE:	/Diane Tatiana Filatov/
DATE SIGNED:	11/02/2015
Total Attachments: 13	
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SECURITIES PURCHASE AND OPTION CANCELLATION AGREEMENT

Dated as of October 29, 2013

by and among

A-T SOLUTIONS, INC.

GREENLINE SYSTEMS, INC.,

The STOCKHOLDER REPRESENTATIVE,

the STOCKHOLDERS named on Schedule A herein,

and

the COVERED PERSONS named on Schedule 5.9 herein.

SECURITIES PURCHASE AND OPTION CANCELLATION AGREEMENT

This **SECURITIES PURCHASE AND OPTION CANCELLATION AGREEMENT** ("**Agreement**") is entered into as of October 29, 2013 ("**Agreement Date**") by and among A-T SOLUTIONS, INC., a Virginia corporation, (the "**Purchaser**"), GREENLINE SYSTEMS, INC., a Delaware corporation (the "**Company**"), Charles Miller, in his capacity as **Stockholder Representative**, each of the Persons listed on Schedule A attached hereto (each such Person referred to herein individually as a "**Stockholder**" and collectively as the "**Stockholders**") and each of the Covered Persons.

RECITALS

A. The Company, together with the Subsidiaries, provides information technology services and products, including systems engineering, systems architecture, Software engineering, network services, and subject matter expertise, to certain agencies and military services of the United States and Canada and to other nations and customers worldwide (the "**Purchased Business**").

B. The Stockholders are the beneficial owners of all of the issued and outstanding shares of common stock of the Company, consisting of two million (2,000,000) shares of common stock of the Company (the "**Shares**"), which Shares are held of record by the Stockholders.

C. Each Stockholder desires to sell to the Purchaser, and the Purchaser desires to buy from such Stockholder, all of the Shares owned by such Stockholder upon the terms and subject to the conditions set forth herein (the "**Transaction**").

D. Unless otherwise defined in this Agreement, all capitalized terms used in this Agreement shall have the meanings ascribed to them in **Appendix A** to this Agreement.

NOW, THEREFORE, in consideration of the foregoing facts and the mutual representations, warranties, covenants and agreements set forth herein, the parties to this Agreement hereby agree as follows:

Article 1 -- PURCHASE AND SALE

1.1 Sale and Purchase of Shares. On the Closing Date, and subject to and upon the terms and conditions of this Agreement and the other Transaction Agreements, and in reliance upon the representations, warranties, covenants and agreements contained in the Agreement, each Stockholder hereby agrees to sell and transfer to the Purchaser, and the Purchaser hereby agrees to purchase from such Stockholder, all of the Shares owned by such Stockholder, free and clear of all Liens.

1.2 Closing: Closing Date. The closing of the Transaction (the "**Closing**") shall take place at the offices of Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019, at or before 2:00 p.m. local time, on the second business day after the date that all of the conditions to the Closing set forth in Article 6 and Article 7 (other than those conditions which, by their terms, are to be satisfied or waived at the Closing,

by such person, (iv) all obligations for the reimbursement of any obligation or on any letter of credit, bankers acceptance, note purchase facility or similar credit transaction, (v) obligations under any currency or interest rate swap, hedge or similar protective device of any such person and (vi) guarantees of or other assurances of payment by such person with respect to any obligations described in subparts (i) through (v) immediately above of another person. The amount of indebtedness of any person at any date shall be the outstanding balance at such date of all unconditional obligations as described above, provided, however, that (i) the amount outstanding at any time of any indebtedness issued with original issue discount is the principal amount of such indebtedness less the remaining unauthorized portion of the original issue discount of such indebtedness at such time as determined in conformity with GAAP and (ii) indebtedness shall not include any liability for federal, state or local or other Taxes. Notwithstanding any other provision of the foregoing definition, any trade payable arising from the purchase of goods or materials or for services obtained in the ordinary course of business and the Company's letter of credit securing its office lease shall not be deemed to be indebtedness for purposes of this definition.

"Indemnifiable Claims" mean any and all Claims with respect to which an Indemnitee is or may be entitled to be defended and/or indemnified under Article 9 of this Agreement.

"Indemnifiable Damages" mean any and all Damages with respect to which an Indemnitee is or may be entitled to be indemnified under Article 9 of this Agreement.

"Indemnitee" means either a Purchaser Indemnitee or a Securityholder Indemnitee, as applicable.

"Indemnity Claim Notice" means a written notice from an Indemnitee setting forth in reasonable detail the nature of an Indemnifiable Claim (based upon the information available to the Indemnitee as of the date of such notice) and the amount or the estimated amount of the Indemnifiable Damages relating to such Indemnifiable Claim (if and to the extent based upon the information available to the Indemnitee such an estimate can be reasonably made), and a reference to the provision of this Agreement upon which such Indemnifiable Claim is based.

"Intellectual Property" means all of the following in any country: (a) all issued patents and pending patent applications (including utility models, design patents, certificates of invention and applications for certificates of invention and priority rights), including all provisional applications, substitutions, continuations, continuations-in-part, divisions, renewals, reissues, re-examinations and extensions thereof, (b) all trade secrets, know-how, inventions, processes, procedures, databases, confidential business information and other proprietary information and rights, (c) all copyrights (whether registered or not), applications therefor, moral rights and other rights associated with original works of authorship (whether by statute, common law or otherwise), (d) all trademarks (whether registered or not), service marks (whether registered or not), trade names, applications for any of the foregoing, and all goodwill associated with any of the foregoing, (e) domain name registrations, Internet addresses and computer identifiers, (f) Software, including all specifications, designs and documentation related thereto, (g) all moral rights and other intellectual property rights, and (h) all rights (whether at law, in equity by Contract or otherwise) to use or otherwise exploit any of the foregoing.

Subsidiary.

3.19 Intellectual Property and Technology.

(a) Intellectual Property. All of the Intellectual Property used in or necessary for the operation of the Purchased Business as conducted since January 1, 2012 and as intended to be conducted in the future (the "Company Intellectual Property") is either owned by the Company or a Subsidiary free and clear of all Liens other than Permitted Liens (the "Owned Intellectual Property") or is used by the Company or a Subsidiary pursuant to a valid license contract (the "Licensed Intellectual Property").

(b) Registered Intellectual Property. Schedule 3.19(b) sets forth a true, correct and complete list of (i) all Owned Intellectual Property that is registered, issued or the subject of a pending patent, copyright or trademark application, and (ii) all material unregistered Owned Intellectual Property. All of the registrations, issuances and applications set forth on Schedule 3.19(b) are valid, in full force and effect and have not expired or been cancelled, abandoned or otherwise terminated, and payment of all renewal and maintenance fees and expenses in respect thereof, and all filings related thereto, have been duly made.

(c) Protection of Rights. Except as set forth on Schedule 3.19(c), the Company and the Subsidiaries (i) have taken reasonable and necessary actions to maintain and protect each item of the Company Intellectual Property, including the validity and enforceability thereof and (ii) to its Knowledge, no Person is infringing or otherwise violating any Owned

Intellectual Property or any rights of the Company or any Subsidiary in any Licensed Intellectual Property.

(d) Infringement. The conduct of the Purchased Business does not (or to the Knowledge of the Company with respect to patents and patent rights only) infringe, misappropriate or otherwise violate any Intellectual Property or other proprietary rights of any other Person and there is no Claim pending or, to the Knowledge of the Company, threatened alleging any such infringement or violation or challenging the Company's or a Subsidiary's rights in or to any Company Intellectual Property and, to the Knowledge of the Company, there is no existing fact or circumstance that would be reasonably expected to give rise to any such Claim.

(e) Employee Matters. Each present or past employee, officer, consultant independent contractor or any other Person who developed any Intellectual Property (including the Company Software and any other Software used or owned by the Company or any Subsidiary) has executed a valid and enforceable Contract with the Company or such Subsidiary that (i) conveys to the Company or the Subsidiary, as applicable, any and all right, title and interest in and to all Intellectual Property developed by such Person in connection with such Person's employment or engagement by the Company or such Subsidiary and (ii) obligates such Person to keep any Confidential Information, including trade secrets, of the Company and its Subsidiaries confidential both during and after the term of employment or Contract.

(f) No Royalties. There are no royalties, fees or other amounts payable by the Company or any Subsidiary to any Person by reason of the ownership, use, sale or disposition of the Company Intellectual Property (including the Company Software) or other operation of the Purchased Business (or any tangible embodiment thereof).

(g) Sufficiency. The Company Intellectual Property is sufficient for Purchaser to carry on the Purchased Business from and after the Closing Date in all material respects as presently carried on by the Company, consistent with the past practice of the Company with respect to the Purchased Business. Upon the Closing, (i) all Company Intellectual Property will be fully transferable, alienable and licensable by the Purchaser without restriction and without payment of any kind to any Person and (ii) the Company or a Subsidiary, as applicable, will continue to have the right to use all Licensed Intellectual Property on identical terms and conditions as the Company or such Subsidiary, as applicable, enjoyed immediately prior to the Closing.

(h) Personal Data. The Company and the Subsidiaries have a privacy policy (the "Privacy Policy") regarding the collection and use of Personal Data, a true and complete copy of which has been provided to Purchaser prior to the date hereof. The Company and each Subsidiary is in compliance with all Applicable Laws regarding the collection, use and protection of Personal Data and with the Privacy Policy, and to the Knowledge of the Company no Person has gained unauthorized access to or made any unauthorized use of any such Personal Data maintained by the Company or any Subsidiary. The Company and the Subsidiaries have taken commercially reasonable and industry standard steps (including implementing and monitoring compliance with adequate measures with respect to technical and physical security) to protect the Personal Data against loss and against unauthorized access, use, modification, disclosure or other

misuse. The execution, delivery and performance of the Transaction Agreements and the consummation of the transactions contemplated by this Agreement and the other Transaction Agreements do not violate the Privacy Policy as it currently exists or as it existed at any time during which any Personal Data was collected or obtained by the Company or any Subsidiary and, upon Closing, the Company or the applicable Subsidiary will own all such Personal Data and continue to have the right to use such Personal Data on identical terms and conditions as the Company or such Subsidiary enjoyed immediately prior to the Closing. No Claim is pending or, to the Company's Knowledge, threatened against the Company or any Subsidiary relating to the collection or use of Personal Data.

(i) Software. To the Knowledge of the Company, all Software and data processing systems, facilities and services material to the Purchased Business (i) perform in material conformance with their documentation, (ii) are free from any material defect, (iii) do not contain any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a Person other than the user of the program and (iv) do not contain any virus, trojan horse, worm, or other software routines or hardware components designed to permit unauthorized access, to disable, erase, or otherwise harm software, hardware, or data.

(j) Company Software. **Schedule 3.19(j)(i)** sets forth a list of all Company Software. Except as set forth in **Schedule 3.19(j)(ii)**, none of the Company Software distributed by the Company or a Subsidiary incorporates or is comprised of or distributed with any Publicly Available Software in a manner which (i) requires the distribution of source code in connection with the distribution of such software in object code form, (ii) materially limits the Company's or any Subsidiary's freedom to seek full compensation in connection with marketing, licensing, and distributing such applications, or (iii) allows a customer or requires that a customer have the right to decompile, disassemble or otherwise reverse engineer the Software by its terms and not by operation of Applicable Law. Except as set forth in **Schedule 3.19(j)(iii)**, the Company or a Subsidiary is in actual possession and control of the applicable source code, object code, code writes, notes, documentation, programmers' notes, source code annotations, user manuals and know-how to the extent required for use, distribution, development, enhancement, maintenance and support of each item of Company Software, subject to any licenses granted to third parties therein. Except as set forth in **Schedule 3.19(j)(iv)**, the Company Software does not contain any (i) back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a Person other than the user of the program or (ii) virus, trojan horse, worm, or other software routines or hardware components designed to permit unauthorized access, to disable, erase, or otherwise harm software, hardware, or data.

(k) Source Code. Except as set forth in **Schedule 3.19(k)(i)**, neither the Company nor any Subsidiary has disclosed Company Software source code to any other Person. Except as set forth in **Schedule 3.19(j)(ii)**, neither the Company nor any Subsidiary is obligated to operate in accordance with any outsourcing agreement or to support or maintain any of the Company Software except pursuant to agreements that provide for periodic payments to the Company or any Subsidiary for such services or pursuant to warranty obligations.

(1) Data Security. The Company and the Subsidiaries take commercially reasonable and industry standard actions to protect the confidentiality, integrity and security of their Software (including Company Software), databases, systems, networks and Internet sites and all information stored or contained therein or transmitted thereby (including Personal Data) from potential unauthorized use, access, interruption or modification by any Person. The Company and the Subsidiaries (i) have made back-ups of all Company and Subsidiary databases and maintained such backups at a secure off-site location, (ii) have a disaster recovery plan designed to safeguard its data and data processing capabilities and their ongoing ability to conduct the Purchased Business and satisfy its contractual obligations in the event of a disaster and (iii) have fully encrypted all databases and all Personal Data prior to and during transportation or transmission of such databases and Personal Data outside the Company's or the Subsidiaries' facilities and has complied with all Applicable Laws with regards to the transmission and storage of such information.

Section 3.19

Schedule 3.19(b): Intellectual Property

Patents:

Owner	Patent	Jurisdiction	Application Number/ Filing Date	Patent Number/ Issue Date
GreenLine Systems, Inc	System and method for risk detection reporting and infrastructure	United States	10/863582 June 8, 2004	8,484,066 July 9, 2013

IN WITNESS WHEREOF, the Purchaser has executed this Agreement as of the date first above written.

The Purchaser:

A-T SOLUTIONS, INC., a Virginia corporation

By: 

Name: Dennis John Kelly Jr.

Title: president / CEO

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IN WITNESS WHEREOF, the each of the Company, the Stockholders and the Stockholder Representative, in his individual capacity and as Stockholder Representative, has executed this Agreement as of the date first above written.

The Company:

GREENLINE SYSTEMS, INC., a Delaware corporation

By: _____

Name: _____

Title: _____

[Handwritten signature]
SVP
CEO

Stockholders Representative:

Charles Miller

[Signature page continues on next page]

IN WITNESS WHEREOF, the each of the Company, the Stockholders and the Stockholder Representative, in his individual capacity and as Stockholder Representative, has executed this Agreement as of the date first above written.

The Company:

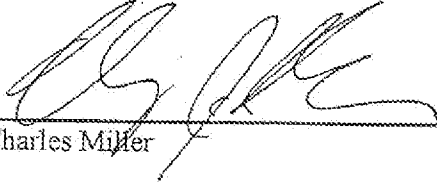
GREENLINE SYSTEMS, INC., a Delaware corporation

By: _____

Name:

Title:

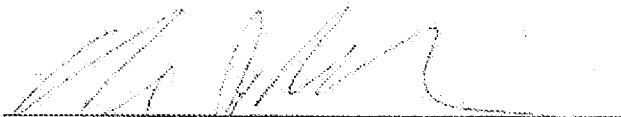
Stockholders Representative:



Charles Miller

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The Stockholders:



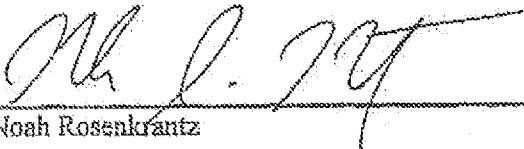
Charles Miller

Noah Rosenkrantz

[Signature page continues on next page]

The Stockholders:

Charles Miller



Noah Rosenkrantz

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