

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5697107

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	SIEGE TECHNOLOGIES, LLC	06/27/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	NEHEMIAH SECURITY, INC.	
<b>Street Address:</b>	8330 BOONE BLVD. SUITE 200	
<b>City:</b>	TYSON'S CORNER	
<b>State/Country:</b>	VIRGINIA	
<b>Postal Code:</b>	22182	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Patent Number:</b>	10270798
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(206)359-7198	
<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>		
<b>Phone:</b>	(206)359-8000	
<b>Email:</b>	patentprocurement@perkinscoie.com	
<b>Correspondent Name:</b>	PERKINS COIE LLP	
<b>Address Line 1:</b>	P.O. BOX 1247	
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<b>Address Line 4:</b>	SEATTLE, WASHINGTON 98111-1247	
<b>ATTORNEY DOCKET NUMBER:</b>	124548-8008.US02	
<b>NAME OF SUBMITTER:</b>	JIYOUNG ANDERSON	
<b>SIGNATURE:</b>	/JYA/	
<b>DATE SIGNED:</b>	08/30/2019	
<b>Total Attachments: 14</b>		
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## AMENDED AND RESTATED CONFIRMATORY ASSIGNMENT AGREEMENT

This AMENDED AND RESTATED CONFIRMATORY ASSIGNMENT AGREEMENT (this "*Confirmatory Assignment*") is made and entered into as of June 27, 2019, by and between Nehemiah Security, Inc, a Delaware corporation, converted from Nehemiah Security, LLC, a Delaware limited liability company ("*Buyer*") and Siege Technologies, LLC ("*Seller*"). Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, certain technology and intellectual property on the terms and conditions set forth in this Confirmatory Assignment in accordance with the Original Intent (as defined herein). Therefore, in consideration of the mutual promises, covenants and conditions contained in this Confirmatory Assignment, the parties agree as follows.

**1. Background.** On November 11, 2016 (i) Buyer; (ii) Seller; (iii) NCT-152, LLC, a Georgia limited liability company ("NCT"), (iv) JASON SYVERSEN, SAM CORBITT, TOM BROWN, ALAN JUSTIN WILDER, RICHARD HARTIGAN, APRIL JOHNSON, ERIC BUSSE, JOSEPH SHARKEY, KARA ZAFFARANO, and DENLEY LAM (each of the foregoing individuals and NCT, a "Seller" and collectively, the "*Siege Sellers*"), and (v) JASON SYVERSEN, in his capacity as Siege Sellers' Representative (the "*Sellers' Representative*") entered into a Unit Purchase Agreement where the Buyer purchased all of the outstanding equity of the Seller (the "*Agreement*"). As part of related actions to this purchase of units under the Agreement, Buyer intended for Seller to assign ownership of certain Software and Patents owned by Seller to Buyer for use in Buyer's business (e.g., the EQ Product). The parties acknowledge that the foregoing Software is not the majority of the functionality/tools provided by Seller in its business as of the Effective Date, as Seller has developed Software for various government agencies which are not part of the EQ Product. Buyer and Seller desiring to document that assignment of certain Software and Patents related to the EQ Product entered into that certain Confirmatory Assignment, dated as of January 1, 2019 (the "*Prior Assignment*"). The parties now wish to enter this Confirmatory Assignment to clarify and fully restate the Prior Assignment.

**2. Definitions.** As used in this Confirmatory Assignment, the following terms have the meanings set forth below:

**2.1 "Applicable Law"** means all foreign, federal, state or local laws, ordinances, regulations and rules, and all orders, writs, injunctions, awards, judgments and decrees, applicable to a specified person or to such person's assets or properties.

**2.2 "Assigned Patents"** means the Patents owned by Seller as of the Effective Date and set forth on Exhibit A.

**2.3 "Assigned Software"** means the Software owned by Seller as of the Effective Date and set forth on Exhibit A and all of Seller's Intellectual Property embodied therein.

**2.4 "Change of Control"** of a party means (i) a transaction as a result of which the holders of all the Voting Stock of such party immediately before the consummation of such transaction cease, upon consummation of such transaction, to hold Voting Stock of such party representing the power to elect a majority of the directors of such party or (ii) the transfer to any person of all or substantially all of the assets of such party. Notwithstanding the foregoing, a "Change of Control" of a party shall be deemed not to occur solely as a result of an underwritten public offering of securities of such party.

**2.5 "Effective Date"** means January 1, 2019.

**2.6 "EQ Product"** means Buyer's product known as the "Exploit Quantifier" that simulates attacks against a customer's security posture with known exploits and measures results to see how the

defenses stand up to attack techniques, as such product existed between November 11, 2016 and the Effective Date.

**2.7** *"Inadvertently Assigned IP"* means any Intellectual Property included in the "Purchased Assets" under the Prior Assignment, or otherwise assigned from Seller to Buyer under any other agreement, that is not included in the Purchased Assets under this Confirmatory Assignment, including the SIEGE TECHNOLOGIES Trademark, which were not as of the Effective Date intended by the parties hereto to be assigned to Buyer under the Prior Assignment or any other agreement (the *"Original Intent"*).

**2.8** *"Intellectual Property"* means any or all of the following and all rights in, arising out of, or associated therewith: (a) all computer software (whether in object code or source code) ("Software"); (b) patents and inventions (whether patentable or not), invention disclosures, and all registrations, applications, provisionals, continuations, continuations-in-part, divisional, re-examinations, re-issues, renewals, foreign counterparts and similar rights with respect to any of the foregoing ("Patents"); (c) all confidential information and trade secrets, including proprietary information, know how, technology, technical data and customer lists, and all documentation relating to any of the foregoing; (d) all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto throughout the world; (e) all industrial designs and any registrations and applications therefor throughout the world; (f) all trademarks, service marks, trade dress, domain names, logos, tradenames, or other source indicators and all other rights corresponding thereto throughout the world, including the goodwill of the business symbolized thereby and applications and registrations for any of the foregoing; (g) all databases and data collections and all rights therein throughout the world; (h) all moral and economic rights of authors and inventors, however denominated, throughout the world; and (i) any similar or equivalent rights to any of the foregoing anywhere in the world.

**2.9** *"Purchased Assets"* means the Assigned Patents and Assigned Software.

**2.10** *"Reserved Intellectual Property"* means all Intellectual Property owned by Seller as of the Effective Date, including the Intellectual Property set forth on Exhibit B and the Retained EQ Code, apart from the Purchased Assets.

**2.11** *"Retained EQ Code"* means Software owned by Seller as of the Effective Date and used in the EQ Product that is not included in the Purchased Assets, if any.

**2.12** *"Tax"* or *"Taxes"* means federal, state, local and foreign taxes of any kind whatsoever (whether payable directly or by withholding), including, without limitation, sales, use, excise, franchise, ad valorem, property, inventory, value added, withholding and payroll taxes (including, without limitation, all taxes or other payments required to be withheld by an employer and paid over to any governmental entity), together with any interest and penalties, additions to tax or additional amounts with respect thereto, imposed by any taxing authority.

**2.13** *"Voting Stock"* means, with respect to any person, all classes of stock or other securities of such person entitled under normal circumstances (without regard to the occurrence of any contingency) to vote in the election of directors of such person.

### **3. Prior Assignment.**

**3.1** Nullification of Prior Assignment. Upon full execution of this Confirmatory Assignment, the Prior Assignment and all assignments granted thereunder shall be nullified and the Prior Assignment shall be fully superseded and replaced by this Confirmatory Assignment. Upon full execution of this Confirmatory Assignment, the Prior Assignment shall have no further force or effect in any respect.

**3.2** Assignment Back. Notwithstanding the nullification of the Prior Assignment as set forth in Section 3.1, in the event that any Inadvertently Assigned IP may be deemed to have been assigned to Buyer, Buyer hereby sells, assigns, transfers, conveys and delivers to Seller, free of any encumbrances, effective, to the extent permitted by applicable law, as of the Effective Date as reflecting the Original Intent (and to the extent not so permitted by applicable law, as of the date hereof), all of Buyer's right, title and interest in and to the Inadvertently Assigned IP, if any.

**4. Purchase and Sale of Assets.**

**4.1** Purchased Assets. Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, free of any encumbrances, effective as of the Effective Date, all of Seller's right, title and interest in and to all of the Purchased Assets.

**4.2** Further Assurances.

(a) [Intentionally Omitted.]

(b) Seller Assistance. For a period of five (5) years following the Effective Date, Seller agrees to perform, without charge to Buyer, all acts deemed necessary or desirable by Buyer (in Buyer's reasonable discretion) to assist Buyer in perfecting and enforcing the full benefits, enjoyment, rights and title throughout the world in the Purchased Assets. Such acts may include reasonable assistance in the registration and enforcement of Purchased Assets or other legal proceedings, at Buyer's expense.

(c) Buyer Assistance. For a period of five (5) years following the Effective Date, Buyer agrees to perform, without charge to Seller, all acts deemed necessary or desirable by Seller (in Seller's reasonable discretion) to assist Seller in perfecting and enforcing the full benefits, enjoyment, rights and title throughout the world in the Inadvertently Assigned IP. Such acts may include reasonable assistance in the registration and enforcement of Inadvertently Assigned IP or other legal proceedings, at Seller's expense.

(d) Non-interference. Seller agrees: (i) not to challenge the validity or enforceability of the Purchased Assets; and (ii) not to assist any third party in any analysis concerning the infringement or non-infringement of the Purchased Assets, or to challenge the validity or enforceability of the Purchased Assets. Buyer agrees: (i) not to challenge the validity or enforceability of the Inadvertently Assigned IP; and (ii) not to assist any third party in any analysis concerning the infringement or non-infringement of the Inadvertently Assigned IP, or to challenge the validity or enforceability of the Inadvertently Assigned IP.

**5. Representations and Warranties of Seller.**

**5.1** Seller hereby represents and warrants to Buyer as follows:

(a) Organization and Good Standing. Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and has all requisite corporate power and authority necessary to conduct its business as currently conducted. Seller is duly qualified to do business in each jurisdiction in which the nature of its business or ownership of its properties make such qualification necessary.

(b) Authorization: Non-Contravention. Seller has full corporate power and authority to execute and deliver this Confirmatory Assignment and to consummate the transactions contemplated by this Confirmatory Assignment. The execution, delivery and performance by Seller of this Confirmatory Assignment have been duly authorized by all necessary corporate action on the part of Seller. This

Confirmatory Assignment, assuming the due authorization, execution and delivery by Buyer, constitutes a valid and binding obligation of Seller enforceable against Seller in accordance with its terms.

(c) The execution and delivery of this Confirmatory Assignment by Seller does not, and the performance of this Confirmatory Assignment will not: (i) result in the imposition or creation of any lien upon or with respect to any of the Purchased Assets; and (ii) conflict with or violate any Applicable Law with respect to the Purchased Assets.

(d) No consent, approval, order or authorization of, or registration, declaration or filing with any court, administrative agency, commission or other governmental authority or instrumentality (a "**Governmental Entity**") or other person, is required to be obtained or made by Seller in connection with the execution and delivery of this Confirmatory Assignment or the consummation of the transactions contemplated by this Confirmatory Assignment.

**5.2 Taxes.** Seller represents and warrants that there are no outstanding Tax liens that have been filed by any tax authority against any of the Purchased Assets and no claims are being asserted with respect to any Taxes related to any of the Purchased Assets.

## **6. Representations and Warranties of Buyer.**

Buyer represents and warrants to Seller that Buyer has all requisite legal power and authority to enter into and perform this Confirmatory Assignment in accordance with the terms of each, and this Confirmatory Assignment constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. Buyer represents and warrants that there are no outstanding Tax liens that have been filed by any tax authority against any of the Inadvertently Assigned IP and no claims are being asserted with respect to any Taxes related to any of the Inadvertently Assigned IP.

## **7. Tax Matters.**

Buyer shall be responsible for any and all excise, value added, registration, stamp, property, documentary, transfer, sales, use and similar Taxes, levies, charges and fees (including all real estate transfer Taxes) incurred, or that may be payable to any taxing authority, in connection with the transactions (including, without limitation, the sale, transfer, assignment and delivery of the Purchased Assets) contemplated by this Confirmatory Assignment, if any.

## **8. General Provisions.**

**8.1 Governing Law; Jurisdiction and Venue.** This Confirmatory Assignment shall be governed by the laws of the Commonwealth of Virginia, excluding the conflicts or choice of law provisions thereof. Seller and Buyer hereby consent to and submit to the exclusive jurisdiction and venue of the state and federal courts located in the Commonwealth of Virginia for enforcement or interpretation of this Confirmatory Assignment, and for any disputes under or arising out of this Confirmatory Assignment.

**8.2 Assignment; Binding Upon Successors and Assigns.** This Confirmatory Assignment shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns (if any). A party may only assign or transfer (whether by operation of law or otherwise) its rights under this Confirmatory Assignment, in whole or in part to any other person (a "**Permitted Assignee**") upon receipt of the prior written consent of the other party and only if such Permitted Assignee agrees, in a writing delivered to the other party, to be bound by all the terms and conditions of this Confirmatory Assignment; provided however, that prior written consent of the non-assigning party shall not be required in the event of an assignment or transfer: (a) to any affiliate of such party upon notice to the other party; (b) by operation

of law if the transaction resulting in such assignment does not constitute a Change of Control; (c) in connection with a Change of Control of such party; or (d) to any other person in connection with a sale or transfer of all or substantially all of such party's business that uses the Purchased Assets or the Inadvertently Assigned IP. Any purported transfer or assignment of this Confirmatory Assignment (by operation of law or otherwise), or of any of the rights granted hereunder, that is not expressly permitted by this Confirmatory Assignment shall be null and void ab initio and of no force or effect.

**8.3** Severability. If any provision of this Confirmatory Assignment, or the application thereof, will for any reason and to any extent be invalid or unenforceable, then the remainder of this Confirmatory Assignment and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Confirmatory Assignment with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.

**8.4** Counterparts. This Confirmatory Assignment may be executed in any number of counterparts, each of which will be an original as regards any party whose signature appears thereon and all of which together will constitute one and the same instrument. This Confirmatory Assignment will become binding when one or more counterparts hereof, individually or taken together, bear the signatures of all parties reflected hereon as signatories.

**8.5** Amendment and Waivers. Any term or provision of this Confirmatory Assignment may be amended, and the observance of any term of this Confirmatory Assignment may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound thereby. The waiver by a party of any breach hereof or default in the performance hereof will not be deemed to constitute a waiver of any other default or any succeeding breach or default. No such waiver or extension will be effective unless signed in writing by the party against whom such waiver or extension is asserted. The failure of any party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

**8.6** Expenses. Each party will bear its respective legal fees and other expenses incurred with respect to this Confirmatory Assignment. This Section 8.6 shall survive any termination or expiration of this Confirmatory Assignment.

**8.7** Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given upon receipt of: hand delivery; certified or registered mail, return receipt requested; or facsimile transmission with confirmation of receipt:

If to Seller, to:

Siege Technologies, LLC  
Attention: Alex Clary  
4306 Yoakum Street, Suite 200  
Houston, TX 77007

with a copy, which will not constitute notice, to:

Morgan, Lewis & Bockius LLP  
1717 Main Street, Suite 3200  
Dallas, TX 75201  
Attention: Janice Z. Davis

If to Buyer, to:

Nehemiah Security, Inc., formerly known as Nehemiah Security, LLC  
8330 Boone Blvd., Suite 200  
Tyson's Corner, VA 22182  
Attention: President

Such names and addresses may be changed by such notice.

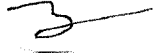
**8.8 Confidentiality.** At all times and except as expressly permitted by this Section 8.8 each party shall retain in confidence, and shall not disclose to third parties any information relating to this Confirmatory Assignment. However, each may disclose such information to its attorneys, accountants and other representatives on a need-to-know basis for the purpose of evaluating and enforcing its obligations and rights under this Confirmatory Assignment and may disclose such information to the extent required by regulation or law or a court or similar judicial or administrative body, provided that the disclosing party provides the non-disclosing party notice of such requirement and an opportunity to oppose such requirement or obtain a protective order in relation to such requirement. This Section 8.8 shall survive any termination or expiration of this Confirmatory Assignment.

**8.9 Entire Agreement.** This Confirmatory Assignment and the Exhibits and Schedules hereto and thereto constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto and thereto, including the Prior Assignment. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof and thereof.

**8.10 Waiver of Jury Trial.** EACH OF BUYER AND SELLER HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS CONFIRMATORY ASSIGNMENT OR THE ACTIONS OF BUYER OR SELLER IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF OR THEREOF.

IN WITNESS WHEREOF, this Confirmatory Assignment has been signed on behalf of each of the parties hereto as of the date first written above.

**NEHEMIAH SECURITY, INC.**

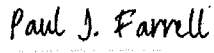
By:  \_\_\_\_\_

Date: June 27, 2019

Name: Todd Bramblett

Title: President

**SIEGE TECHNOLOGIES, LLC**

By:  \_\_\_\_\_

Date: June 27, 2019

Name: Paul Farrell

Title: Chairman

**PATENT**

**REEL: 050227 FRAME: 0643**



**Exhibit A**  
**Purchased Assets**

**Patents**

U.S. patent number US10270798B2 entitled "Assessing Effectiveness of Cybersecurity Technologies" filed on October 8th, 2015 and all continuations, continuations in part, reexaminations, and foreign equivalents of the foregoing.

**Software**

The following software, which the parties identified as being used in the EQ Product as of the Effective Date:

Type	Name
Application	CQF Framework
Module	ctm-greedy
Module	ctm-random
Module	cqf-testbed-agent
Module	cqf-testbed-vphere
Module	cqf-app
Module	CQF Metrics
Module	AAE Decision Trees Scoring Strategy
Metrics	Performance Data
Software	AVG Antivirus Free X64
Software	AVG Antivirus Free X86
Software	Enable UAC
Software	Reboot System
Metrics	Successful Deployment
Sensor	Forensic Analysis
Software	AutoIT
Software	Avast
Software	AVG Free
Software	cmd
Software	Copy Files
Software	Create Share
Software	Create User
Software	Enable Simple File Sharing via Non-Guest Account
Software	FTP Server
Subject	Automated Collection
Subject	Benign_EICAR
Subject	Clipboard Data
Subject	Create File
Subject	Data Compressed

Subject	Data Decryption
Subject	Data Encrypted
Subject	DHCPig
Subject	Disabling Security Tools
Subject	Exfiltration Over Alternative Protocol
Subject	Input Capture
Subject	Inviteflood
Subject	Network Shared Drive
Subject	Network Sniffing
Subject	Reboot
Subject	Registry Run Keys
Subject	RegSVR32
Subject	Remote Desktop Protocol
Subject	Remote File Copy
Subject	Remote System Discovery
Subject	RunDLL32
Subject	Scheduled Tasks
Subject	Screen Capture
Subject	Service Execution
Subject	Shortcut Modification
Subject	Shutdown
Subject	SlowHTTPTest
Sensor	Post Mortem Indicators
Sensor	Sysmon
Subject	Accessibility Features
Subject	Applnit DLLs
Subject	Audio Capture
Subject	Bitsadmin
Subject	Change Default File Association
Subject	File and Directory Discovery
Subject	Indicator Removal
Subject	Obfuscate File
Subject	Query Registry
Subject	Service Installation
Subject	System Network Configuration Discovery
Subject	System Time
Subject	SystemInfo
Subject	Tasklist
Subject	Timestomp
Subject	Network Discovery
Hardware	CQF Test Scheduling
Hardware	Dynamic IP

Hardware	Static IP
Metrics	Debug
Metrics	Feature Extraction
Node	Live Agent Machine
Sensor	Performance Data
Sensor	Process Monitor
Sensor	Successful Deployment
Sensor	System Configuration
Sensor	Traffic Capture
Software	AutoAdminLogon
Software	Command
Software	Disable DEP
Software	Disable File and Printer Sharing
Software	Disable Firewall
Software	Disable RDP
Software	Enable DEP
Software	Enable File and Printer Sharing
Software	Enable Firewall
Software	Enable RDP
Software	Firewall Port Opening
Software	Microsoft Security Essentials
Subject	Account Discovery
Subject	Command-Line Interface
Subject	File Deletion
Subject	Metasploit
Subject	Modify Registry
Subject	Network Service Scanning
Subject	NMAP
Subject	Process Discovery
Software	Run Main as User
Subject	System Information Discovery
Subject	System Service Discovery
Util	Item Not Found
Util	Run Command

To the extent any third-party software is listed above, the parties are referring to proprietary installer software created by Seller.

**Exhibit B**  
Reserved Intellectual Property

**Patents**

All Patents owned by Seller as of the Effect Date apart from those included in the Purchased Assets, including US patent application number 15/328605 filed December 20th, 2016 (the Excluded Patent) or any continuations, continuations in part, reexaminations, and foreign equivalents of the Excluded Patent.

**Software**

The following Software apart from the Purchased Assets:

1. The Eprouvette (EP) Plug-In Modules. The term "***Eprouvette (EP) Plug-In Modules***" means the following classified repositories, datasets, modules, or items developed by Seller to the Software:

Type	Name
Repository	Air Surf
Repository	Air Coil
Repository	ASTAM
Repository	Codex demo
Repository	Act3
Repository	CQF Analysis
Repository	MTD
Dataset	All Datasets developed under IRAD funding
Dataset	ADHOC
Dataset	D2D
Dataset	Air Quant
Module	cqf-phoenix-prime
Module	ctm-jnke-configuration-translator
Module	ctm-input-stream-to-jnke-importer
Module	CQF Advanced Metrics
Module	ADHOC
Module	VirtualBox
Module	WEKA
Item	ARCSYNE Node
Item	ARCSYNE Rendezvous
Item	ARCSYNE Route

2. The Software developed by Seller under the following contracts or proposals:

PO/Contract Number	Period of Performance	Internal Name
25841	5/22/18-11/22/19	Shrill Ocean
7500154697	6/1/17-5/31/19	Extra Low 0003
7500154697	6/1/17-5/31/19	Extra Low 0004
7500154697	6/1/17-5/31/19	Extra Low 0101
7500154697	6/1/17-5/31/19	Extra Low 0102
7500162206	8/14/18-7/26/19	Quant D2D

108720SB31	1/3/17-7/3/17	Air Coil
2017-0020	8/9/17-1/20/19	Air Graph - SPARCS
41S1501997	5/9/16-12/31/16	Lime Bluff II
41S1501997	1/1/17-5/30/17	Lime Bluff III
41S1501997	1/1/17-5/30/17	Lime Bluff IIIA
A12018081501	8/15/18-10/31/18	Loki
Alpha 11	2/17/12-2/17/13	Alpha 11
ANRC	03/13/12-8/1/2017	ANRC
ANRC	03/1/13-3/8/2013	ANRC-L
ASTAM-01-ST	11/1/17-2/28/18	ASTAM 3
ASTAM-01-ST	9/19/16-3/31/17	ASTAM
ASTAM-01-ST	4/3/17-6/30/18	ASTAM 2
B32	4/24/16-7/24/16	Barkly 32-bit
Beta 11	2/17/12-5/20/13	Beta 11
Classic Corvette	9/20/13-1/31/15	Classic Corvette
Classic Corvette	2/6/15-9/30/15	Classic Corvette II
Classic LaChesis	01/04/16-08/19/16	Classic LaChesis
Classified	6/1/17-5/30/19	Classic Maven
Classified	7/1/17-12/31/18	Classic Nyx
Cylent PO	7/1/14-12/31/15	Cylent
Cylent PO	7/1/15-10/2/15	Cylent Lullabye
Elbit	9/30/13-3/7/14	Exhibit F
F1001	11/14/13-11/31/13	Zero Day
FA8650-12-M-1393	4/2012-12/2012	Arid Swamp
FA8650-13-C-1703	9/15/13-12/18/15	Arid Swamp II
FA8750-09-D-0139	4/11/12-09/30/13	Classified
FA8750-12-C-0122	4/11/12-09/30/13	AQIII
FA8750-14-C-0229	9/22/14-3/22/16	AM II
FA8750-14-C-0235	9/17/14-11/17/14	Air Vent
FA8750-15-C-0102	5/28/15-2/28/16	Dark Camo
FA8750-16-C-0224	7/18/16-4/17/17	Rainbow Raccoon
FA8750-18-C-0035	8/20/18-2/20/20	Freyr
FA9550-11-1-0267	9/15/11-3/14/13	Air Trust
FA9550-14-C-0019	7/28/14-7/28/17	Air Trust II
N00173-10-C-2021	10/15/15-10/14/16	Classified
N66001-17-C-2003	9/1/17-2/28/19	Iambic Tyr
OP	6/1/17-5/30/18	Odin PenTest
P000013757	10/15/15-10/14/16	Classic Jocasta
P000035342	2/22/17-3/31/18	Air Graph
P000056795	8/13/18-12/31/18	WTL

P010139839	03/18/13-10/13/13	Classic Daedalus
PGSC-SC-111341-03	9/1/17-10/30/18	Air Surf 2
PGSC-SC-111341-03	5/15/17-11/14/17	Air Surf
PGSC-SC-111342-01	4/11/17-11/3/17	Classic Iapetus 2
PO1023	10/25/11-11/18/11	Blue Agave
PO1028939	10/9/14-6/10/15	Boulder Mountain II
PO114052; MOD1	3/23/12-12/31/12	Razor Quick 27A
PO114052; MOD2	1/1/13-3/8/13	Razor Quick 27B
PO114052; MOD3	3/1/13-3/31/13	Razor Quick 27C
PO141226-D	8/1/2011-12/16/11	Trebuchet Mobile
PO316061	1/15/15-9/30/15	Classic Hephaestus
PO395822	2/3/14-4/11/15	Classic Fontus
PO4100950005	7/15/13-7/31/13	LQI
PO4100978558	7/15/13-9/30/13	LQII
PO4101501997	7/23/14-1/22/16	Lime Bluff
PO4101501997	5/9/16-12/31/16	Lime Bluff II
PO4102133250	8/24/15-2/15/16	Elsinore
PO685344 I1	10/19/12-11/27/13	Boulder Canyon
PO685344 I2	10/11/13-3/30/14	Boulder Mountain
PO685344 I3	11/22/13-2/28/14	Boeing IRAD
PO7500101593	03/16/12-09/12/12	Night Creeper II
PO7500107506	09/12/12-05/12/13	Night Creeper III
PO7500114955	05/13/13-12/12/13	Night Creeper IV
PO788598	6/12/13-12/9/13	Bitter Sapphire
PO800839	6/18/13-7/3/13	Boeing Treb SW
PO805772	6/18/13-10/1/13	Boeing Treb Labor
PO825043-1	11/30/12-3/15/15	Base Adder
PO868984	3/28/14-9/30/15	Barbershop Quartette
PO872070-10	1/5/15-11/19/15	Base Adder Phase II
PO876500	7/3/14-9/26/15	VET
POUS07000017	5/22/18-11/22/19	Odin 3
RRC-SC-N11097-07	9/4/13-9/19/15	Classic Eidothea
RRC-SC-N11097-07	3/16/15-9/19/15	Classic Iapetus
SC20170003	1/3/17-7/5/18	Classic Graeae
SFP5211877	9/28/11-4/30/11	Alion
SRC-BA-6805-12-001	9/6/12-12/5/12	Serene Thorne
STCA	9/22/14-9/22/15	Kiwi Fire
W56KGU-18-C-0038	7/16/18-1/15/19	ADHOC

### **Product Intellectual Property**

All Intellectual Property owned by Seller as of the Effective Date in connection with the following products, apart from the Purchased Assets:

PRODUCTS	
Product Name:	Description:
Trebuchet/Hypervisor	Custom, thin hyper-/micro- visors that support a number of offensive and defensive cyber applications
Portcullis	Host-based data exfiltration detection
Hauberk	Memory fractionation software protection
Caminus (in beta)	Suite of RE tool plug-ins and standalone tools/modules to support advanced code analysis.
Sabot (in beta)	Modular encrypted p2p distributed agent architecture supporting various payloads.
SAVE (in beta)	Enables trusted execution in untrusted cloud environments

Name:	Description:	Type:
Caminus	Suite of RE tool plug-ins and standalone tools/modules to support advanced code analysis.	Software
Sabot	Modular encrypted p2p distributed agent architecture supporting various payloads.	Software
Thwarting Environmentally Aware Malware (TEAM)	Through lightweight observables, induce malfunction and shift decision cost onto attacker	Software
Morphing The Gameboard	Subvert adversaries OODA decision loop by playing stimuli-response game with baits	Software
HEAT (Hypervisor Enforced Transactions)	Using a hypervisor to enforce tamper detection in environments such as SCADA, IOT, and Cloud networks.	Software
0-days	Multiple internally discovered vulnerabilities in target software	Trade Secret
Crossbow	Modular client-side exploitation system which supports a variety of client applications.	Software
VR tools and automated framework	VR instrumentation, test framework and fuzzing tools	Software
Android hypervisor	Android ARM 64 bit hypervisor & debugging framework	Trade secret; Software

Name:	Description:	Type:
Matchmaker	<p>Maps known inputs to known binary with unknown implementation to identify features of interest for a number of applications:</p> <ul style="list-style-type: none"> <li>• Vulnerability identification (does sample X contain the same known vulnerability as other samples?)</li> <li>• Obfuscated/repurposed malware (forensics applications)</li> <li>• Code reuse (theft of Intellectual Property?)</li> <li>• Reverse engineering</li> </ul>	Trade secret; Software

### **Other Intellectual Property**

All other Intellectual Property owned by Seller as of the Effective Date apart from the Purchased Assets, including the SIEGE TECHNOLOGY Trademark and all other Trademarks related thereto.

The Conceptual Proposed Software, apart from the Purchased Assets. The term "***Conceptual Proposed Software***" means the following Software which has not been developed as of the Effective Date, but has been proposed to a government entity for funding to begin development:

Date	Name
2/16/2018	Orca/Blockchain 2 (AIR COIL 2)
1/15/2019	Athens
10/1/2018	Beachbreak
9/1/2018	Vail 2
In Process	Air Surf 3
In Process	BlackJack/PitBoss
In Process	ONR BAA
In Process	ADHOC Phase 2
In Process	Cyber seedling
7/31/2018	Zoo Keeper Whitepapers (2 Total)

**PATENT**

**RECORDED: 08/30/2019**

**REEL: 050227 FRAME: 0651**