

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6688425

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	TRESIT GROUP, LLC	12/31/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	KI HO MILITARY ACQUISITION CONSULTING, INC.	
<b>Street Address:</b>	12030 SUNRISE VALLEY DR, STE 320	
<b>City:</b>	RESTON	
<b>State/Country:</b>	VIRGINIA	
<b>Postal Code:</b>	20191	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	15411684
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>	9726350531	
<b>Email:</b>	kirby@kirbydrakelaw.com	
<b>Correspondent Name:</b>	KIRBY BLAIR DRAKE	
<b>Address Line 1:</b>	3904A ELM STREET	
<b>Address Line 4:</b>	DALLAS, TEXAS 75226	
<b>ATTORNEY DOCKET NUMBER:</b>	2452.0007	
<b>NAME OF SUBMITTER:</b>	KIRBY B. DRAKE	
<b>SIGNATURE:</b>	/Kirby B. Drake/	
<b>DATE SIGNED:</b>	05/03/2021	
<b>Total Attachments: 37</b>		
source=Pages from Fully Executed Purchase Agreement with Tresit Group_Redacted#page1.tif		
source=Pages from Fully Executed Purchase Agreement with Tresit Group_Redacted#page2.tif		
source=Pages from Fully Executed Purchase Agreement with Tresit Group_Redacted#page3.tif		
source=Pages from Fully Executed Purchase Agreement with Tresit Group_Redacted#page4.tif		
source=Pages from Fully Executed Purchase Agreement with Tresit Group_Redacted#page5.tif		
source=Pages from Fully Executed Purchase Agreement with Tresit Group_Redacted#page6.tif		

[illegible]

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into as of December 31, 2017 (the "Agreement Date") by and among **Tresit Group, LLC.**, a Utah corporation ("Seller") with **Cole Smith** ("Seller Member") acting as the Managing Member representing the interest and consent of all Members of the Tresit Group, LLC., and **Ki Ho Military Acquisition Consulting, Inc.**, a Virginia corporation ("Buyer," and together with Seller and Seller Members, the "Parties.")

### RECITALS

**A.** Seller specializes in active threat response and risk management with specialized system technologies to provide effective and innovative security solutions for schools, as well as businesses and other organizations. Tresit Group's security expertise lies in hardware and software, and all other system related element through research, development, and refinement of technical and operational security solutions to help meet the diverse and continually evolving threats for our customers.

**C.** For the consideration and on the terms and conditions set forth in this Agreement, Seller Members desire to sell, and Buyer desires to purchase from Seller Members, the Business, including substantially all of Seller's assets used or held for use in the Business.

### AGREEMENT

NOW, THEREFORE, in consideration of the facts recited above and the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties hereby agree as follows:

## Article 1

### DEFINITIONS

**Section 1.1 Certain Defined Terms.** As used in this Agreement, the following terms will have the following meanings:

- (a) “Affiliate” means, with respect to any specified Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such specified Person.
- (b) “Assumed Liabilities” means Seller’s obligations under the Business Contracts that are listed on Exhibit A to the extent that such obligations first become due or otherwise accrue under the Business Contracts on or after the Closing Date for reasons other than any breach, violation or default by Seller thereunder.
- (c) “Business Contract” means any Contract related to the Business (i) to which Seller is a party, (ii) by which Seller or any of its assets is or may become bound or under which Seller has, or may become subject to, any obligation, or (iii) under which Seller has or may acquire any right or interest and listed on Exhibit A.
- (d) “Business Day” means any day that is not a Saturday, Sunday or other day on which banking organizations in Washington, D.C. are authorized or required by law to close.
- (e) “Business Records” means all of Seller’s books, records and files, including accounting and financial records, work product, working papers, analytic models, marketing and sales information, including customer pricing, marketing plans, business plans, financial and business projections, customer lists, customer relationship management and sales tracking software and data and all other files and records pertaining to the Business.
- (f) “Commercial Sales” means any sales by Buyer to any Person other than any Governmental Entity, whether directly or indirectly, under any Government Contract.
- (g) “Contract” means any written, oral, implied or other agreement, contract, understanding, arrangement, instrument, note, guaranty, indemnity, representation, warranty, deed, assignment, power of attorney, certificate, purchase order, work order, insurance policy, benefit plan, commitment, covenant, assurance or undertaking of any nature.
- (h) “Control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person,

whether through the ownership of stock or other equity, as an officer, director, trustee or executor, by contract or otherwise.

- (i) “Documentation” means, collectively, programmers’ notes or logs, source code annotations, user guides, manuals, instructions, software architecture designs, layouts, any know-how and any other designs, plans, drawings, documentation, materials, supplier lists, software code and object code, net lists, photographs, development tools, blueprints, media, memoranda and records that are related in any manner to any Intellectual Property, whether in tangible or intangible form.
- (j) “Encumbrance” means any pledge, lien, collateral assignment, security interest, mortgage, title retention, conditional sale or other security arrangement, or any charge, adverse claim of title, ownership or right to use, or any other encumbrance of any kind whatsoever.
- (k) “Excluded Assets” means Seller’s cash and cash equivalents (except for customer deposits), accounts receivable, real property and real property leases as of sell date,
- (l) “Fixed Assets” means all equipment used or held for use in the conduct of the Business by Seller, including those listed on Exhibit C.
- (m) “GAAP” means accounting principles generally accepted in the United States of America.
- (n) “Government Contract” means any contract, license agreements, or any types of fee based agreements with the Federal, State, Local Government, including educational, public safety, and emergency responder organization subordinated or related to such levels of us government and any contract with a prime contractor or higher-tier subcontractor under a prime contract with the Government and their respective public agencies, including any teaming agreement or basic ordering agreement.
- (o) “Commercial Contract” means any contract, license agreements, or any types of fee based agreements with the private or public corporations, for profit or non-profit organization, for any non-governmental entities.
- (p) “Intellectual Property” means any and all of the following that is owned by, licensed by, licensed to, used or held for use by a Person (including all copies and embodiments thereof, in electronic, written or other media):
  - (i) all registered and unregistered U.S. and foreign trade names, trademarks, trade dress, domain names, URLs, web pages and service marks, together with any applications related thereto and the goodwill symbolized thereby (collectively, the “Marks”);

- (ii) all inventions (whether patentable or unpatentable), all improvements thereto, and all patent, patent applications and disclosures related thereto, together with all reissuances, continuations, continuations in part, revisions, extensions and re-examinations thereof and all issued U.S. and foreign patents and pending patent applications, patent disclosures and improvements thereto (collectively, the “Patents”);
- (iii) all registered and unregistered U.S. and foreign works of authorship, fixed in any tangible medium of expressions regardless of the availability of copyright protection, but including all copyrights and moral rights recognized by law and all applications to register and renewals of any of the foregoing (collectively, the “Copyrights”);
- (iv) all software and all related Documentation;
- (v) all categories of ideas, trade secrets, know-how, inventions (whether or not patentable and whether or not reduced to practice), improvements, processes, procedures, drawings, specifications, designs, techniques, plans, proposals, technical data, copyrightable works, financial, marketing, and business data, pricing and cost information, business and marketing plans, customer and supplier lists and information, other confidential and proprietary information, manufacturing and production processes and techniques, molds, dies, casts and product configurations (collectively, the “Proprietary Rights”);
- (vi) all licenses and other Contracts pursuant to which the Person has acquired rights in, to or under any of the Marks, Patents, Copyrights, Software or Proprietary Rights; and
- (vii) all licenses and other Contracts to which the Person has sold, licensed, leased or otherwise transferred or granted any interest or right in, to or under any Marks, Patents, Copyrights, Software or Proprietary Rights.
- (q) “Liabilities” means any and all debts, liabilities and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured, determined or determinable, known or unknown, including those arising under any law, action or governmental order and those arising under any contract, agreement, arrangement, commitment or undertaking.
- (r) “Person” means any individual or partnership, limited liability company, firm, corporation, association, trust, unincorporated organization, Governmental Entity or other entity.

- (s) “Purchased Assets” means, except for Excluded Assets, all of the rights, properties and assets of Seller, including all of Seller’s rights, title and interest in, to or under the following:
- (i) all Intellectual Property, including the assets described on Exhibit D, all marks listed in the Mark Assignment, all copyrights listed in the Copyright Assignment, and all patents and patent applications listed in the Patent Assignment;
  - (ii) the Documentation;
  - (iii) the Inventories;
  - (iv) the Fixed Assets;
  - (v) the Commercial and Government Contracts;
  - (vi) all licenses, permits, consents and similar instruments in favor of Seller that are used in or necessary for the conduct of the Business,
  - (vii) all goodwill and general intangibles associated with Seller’s name, the Purchased Assets or the Business and all of Seller’s rights (both legal and equitable) to protect Seller’s rights and interest with respect to Seller’s customers and all derivatives thereof;
  - (viii) Seller’s customer deposits;
  - (ix) Seller’s corporate name “Tresit Group, LLC.” and all derivatives thereof, and any other name under which Seller conducts or has conducted the Business;
  - (x) All websites and e-mail addresses used by Seller in connection with the Business;
  - (xi) All claims, causes of action, choses of action and rights of recovery, offset and subrogation related to or associated with any other Purchased Assets or otherwise available as a defense, counterclaim, offset or third Person claim in connection with any Assumed Liabilities; and
  - (xii) All Business Records.
- (t) “Seller Material Adverse Effect” means any change, event, circumstance or effect whether or not such change, event, circumstance or effect is caused by or arises in connection with a breach of a representation, warranty, covenant or agreement of Seller or either Seller Member in this Agreement that is or is reasonably likely to be materially adverse to the business, assets (including intangible assets), capitalization, financial

condition, operations or results of operations, employees, or prospects of Seller, except to the extent that any such change, event, circumstance or effect is caused solely by results from (i) changes in general economic conditions or (ii) changes affecting the industry generally in which Seller operates (provided that such changes do not affect Seller in a substantially disproportionate manner).

- (u) “Software” means, collectively, all of the software (including all software programs, modules, routines, algorithm and code, in both source code and object code form) that are more fully described in Exhibit E, and includes (i) any other software owned by Seller that is used by Seller in connection with the development or utilization of the software described in Exhibit E; and (ii) all derivative works of any of the software described in Exhibit E.
- (v) “Taxes” means all foreign, federal, state and local taxes of any kind (whether payable directly or by withholding), including sales, use, excise, franchise, ad valorem, property, inventory, value added and payroll taxes, together with any interest and penalties, additions to tax, or additional amounts with respect thereto, imposed by any Governmental Entity.
- (w) “Transactions” means, as contemplated hereby, the purchase and sale of the Purchased Assets, and the other transactions contemplated by this Agreement and the Ancillary Agreements.

## **Article 2**

### **PURCHASE AND SALE OF PURCHASED ASSETS**

**Section 2.1 Agreement to Sell and Purchase.** Subject to the terms and conditions hereof, on the Closing Date, Seller will sell, assign, transfer, convey and deliver to Buyer, and Buyer will purchase and acquire from Seller, free and clear of any Encumbrances, except Assumed Liabilities, all of Seller’s right, title and interest in, to or under the Purchased Assets.

**Section 2.2 No Liabilities Assumed.** As a material consideration and inducement to Buyer to enter into this Agreement, except for Assumed Liabilities, Seller will retain, and will be solely responsible for paying, performing or otherwise discharging when due, and Buyer will not assume or otherwise have any Liability for, any and all Liabilities of Seller.



hereunder (the “Closing”) shall take place within 60 days after the Agreement Date, at the Location and on the Business Day specified by Buyer in a notice to Seller at least three Business Days before the date of the Closing, subject to the prior satisfaction or waiver of the conditions to the Closing set forth in Section 2.5 (or by such other means, including a remote Closing wherein the relevant documents are delivered by means of facsimile, mail or courier) as Seller and Buyer may mutually agree. The date of the Closing shall be referred to herein as the “Closing Date.”

**Section 2.5 Certain Closing Deliveries by Seller to Buyer; Conditions to Closing.** At the Closing, Seller will deliver or cause to be delivered to Buyer all of the following items:

- (a) counterparts of the Bill of Sale, Assignment and Assumption Agreement substantially in the form of Exhibit F (the “Bill of Sale”) executed on Seller’s behalf by Seller’s Managing Member;
- (b) the Purchased Assets, which will be delivered to Buyer in the form and to the location to be determined by Buyer in its reasonable discretion before the Closing Date at Buyer’s cost and expense;
- (c) a receipt for the Initial Purchase Price executed by Seller’s Managing Member;
- (d) an assignment from Seller to Buyer of any and all patents and patent applications included in the Purchased Assets, which assignment will be substantially in the form of Exhibit G, executed on Seller’s behalf by Seller’s Managing Member and notarized, and in a form acceptable for recording with the United States Patent and Trademark Office (or other applicable jurisdiction);
- (e) assignments from Seller to Buyer of all registered and unregistered Copyrights included in the Purchased Assets and all pending applications for registration or recordation of any Copyrights included in the Purchased Assets, duly executed on behalf of Seller by Seller’s Managing Member and notarized, and in a form acceptable for recording with the United States Copyright Office, and substantially in the form of Exhibit H;
- (f) assignments from Seller to Buyer of all Marks included in the Purchased Assets and all pending applications for registration or recordation of any Marks included in the Purchased Assets, duly executed on behalf of Seller by Seller’s Managing Member and notarized, and in a form acceptable for recording with the United States Patent and Trademark Office, and substantially in the form of Exhibit I;

- (g) copies of all business proposals outstanding for Seller's utilization of the Purchased Assets;
- (h) all consents, waivers and approvals from third Persons, including the U.S. Government, necessary to affect the assignment and transfer to Buyer of the Purchased Assets, except for Assumed Liabilities, free and clear of all Encumbrances, including those consents listed on Disclosure Schedule Section 2.5(h) (the "Required Consents");
- (i) except for Assumed Liabilities, all releases of any Encumbrance with respect to any Purchased Asset, including the termination of the security interests granted by Seller pursuant to the Mortgage Loan and SBA Loan; and
- (j) a certificate, dated the Closing Date and executed on Seller's behalf by Seller's CEO and by each Seller Member certifying that (i) each of Seller's and Seller Members' representations and warranties contained in this Agreement is true and correct, (ii) all covenants and agreements of Seller and each Seller Member to be performed by it on or before the Closing under this Agreement have been performed and (iii) there have not been any material adverse change in the Purchased Assets or the Business whether or not resulting from a breach in any representation, warranty or covenant in this Agreement.

**Section 2.6 Certain Closing Deliveries by Buyer; Conditions to Closing.** At the Closing, Buyer will deliver to Seller the agreed to proceeds for the sale.

### **Article 3**

#### **REPRESENTATIONS AND WARRANTIES OF SELLER AND SELLER MEMBERS**

Seller and each Seller Member, jointly and severally, represent and warrant to Buyer that, except as specifically set forth in Seller's disclosure schedule set forth in Exhibit J (the "Disclosure Schedule"), each of the representations, warranties and statements in this Article 3 is true and correct as of the Agreement Date and the Closing Date:

**Section 3.1 Corporate Existence, Authority and Ownership.** Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Utah. Seller has all corporate power and authority required to carry on its business as currently conducted, to own or use the properties and assets that Seller purports to own or use, and to perform all of its obligations under the Business Contracts. Seller is duly qualified to transact business, and is in good standing, in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its activities makes such qualification necessary, except where such failure would not, individually or in the aggregate, have a Seller Material Adverse Effect. Seller Members own, of record and beneficially, all of Seller's outstanding capital stock and no Person has any contractual right to purchase or otherwise acquire any capital stock of Seller.

### **Section 3.2 Authorization.**

- (a) Seller has all requisite corporate power and authority to enter into, execute, deliver and perform its obligations under this Agreement and the Bill of Sale (together with all other assignments and documents that Seller is to execute and deliver pursuant to this Agreement, the “Ancillary Agreements”) and to consummate the Transactions. Seller’s execution, delivery and performance of this Agreement and each of the Ancillary Agreements, and the sale of the Purchased Assets to Buyer hereunder, have been duly and validly approved and authorized by Seller’s Board of Directors and Seller Members.
- (b) Each Seller Member has the power and authority to enter into and deliver this Agreement and perform this Agreement and to consummate the Transactions to the extent of his or her obligations hereunder. This Agreement and the Ancillary Agreements, when executed and delivered by Seller Members, have been, or will be, duly executed and delivered by Selling Members and constitute valid and binding obligations of Selling Members in accordance with their terms.

### **Section 3.3 Financial Statements.**

- (a) Attached as Disclosure Schedule Section 3.3 are Seller’s unaudited (i) balance sheets dated as of December 5, 2017 and (ii) income statements for the year ended December 5, 2017 (all such financial statements collectively, the “Seller Financial Statements”). The Seller Financial Statements (i) are in accordance with Seller’s books and records, (ii) fairly present Seller’s financial condition at the date therein indicated and the results of operation for the period therein specified, and (iii) have been prepared in accordance with GAAP, applied on a consistent basis, except to the extent that financial statements do not contain notes and are subject to year-end adjustment.
- (b) Seller has no material Liability that is not reflected or reserved against in the Seller Financial Statements, except for those that may have been incurred after December 5, 2017 in the ordinary course of Seller’s business, consistent with past practice and that are not material in amount, either individually or collectively.

**Section 3.4 Governmental Authorization.** No authorization, decree or order of any Governmental Entity or any other Person is required to authorize or enable Seller to (a) enter into this Agreement and the Ancillary Agreements, (b) except for the Required Consents, sell, assign, convey and transfer all Purchased Assets to Buyer as contemplated by this Agreement, or (c) except for the Required Consents, to carry out and perform Seller’s obligations under this Agreement and the Ancillary Agreements. This Agreement has been, and at the Closing the Ancillary Agreements will be, duly and validly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement constitutes and,

upon the execution of each Ancillary Agreement by the parties thereto, the Ancillary Agreements will constitute, legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

**Section 3.5 No Conflict.** The execution, delivery and performance of this Agreement and the Ancillary Agreements by Seller and Seller Members, do not and will not (a) conflict with or violate Seller's Articles of Incorporation or Bylaws, (b) conflict with or violate any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award applicable to the Purchased Assets, (c) result in any breach of, or constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, or give to others any rights of termination, rescission, amendment, acceleration or cancellation of, any material note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument relating to any Purchased Asset to which Seller or either Seller Member is a party or is bound or by which any Purchased Asset is bound or affected, or (d) result in the creation of any Encumbrance, other than Assumed Liabilities, on any Purchased Asset. Seller has delivered to Buyer copies of Seller's Articles of Incorporation and Bylaws, each as currently in effect and Seller is not in violation of such Articles of Incorporation or Bylaws, except where such violation would not have an adverse effect on Buyer, the Purchased Assets of the Business or the consummation of the Transactions.

**Section 3.6 Consents and Approvals.** The execution and delivery of this Agreement and the Ancillary Agreements by Seller and Seller Members do not, and, except for the Required Consents, the performance of this Agreement and the Ancillary Agreements by Seller will not, require any consent, approval, authorization or other action by, or filing with or notification to, any third Person.

**Section 3.7 Title to and Condition of Purchased Assets; Sufficiency of Purchased Assets.** Seller owns all Purchased Assets and has good and marketable title in, to or under all Purchased Assets, free and clear of all Encumbrances. No Purchased Asset is licensed to or from any third Person. Title to all Purchased Assets is freely transferable from Seller to Buyer, free and clear of all Encumbrances, except for the Required Consents, without obtaining the consent or approval of any other Person. Except for Seller's cash, cash equivalents, accounts receivable, real property and real property leases, the Purchased Assets constitute all of the assets, property, rights and systems of Seller used in or held for use in, or necessary for the conduct or operation of the Business, and are sufficient for the continued conduct of the Business by Buyer after the Closing Date in substantially the same manner as the Business is currently being conducted by Seller. At Closing Seller will convey to Buyer good and valid title to all of the Purchased Assets, free and clear of all Encumbrances, except the Assumed Liabilities. Upon consummation of the Closing, neither Seller Member will have personnel possession, custody or control of any Purchased Assets or Seller Confidential Information (as defined below).

**Section 3.8 Full Force and Effect.** Each license, permit, franchise or other instrument assigned to or assumed by Buyer pursuant to this Agreement or any Ancillary Agreement is in full force and is not subject to any breach or default thereunder by any party thereto.

**Section 3.9 Litigation.** There is no claim, action, suit, investigation or proceeding of any nature pending or, to the best of Seller's knowledge, threatened, at law or in equity, by way of arbitration or before any court, governmental department, commission, board or agency that (a) may adversely affect, contest or challenge Seller's authority, right or ability to sell or convey any Purchased Asset to Buyer hereunder or otherwise perform Seller's obligations under this Agreement or any Ancillary Agreement, (b) challenges or contests Seller's right, title or ownership of any Purchased Asset, (c) asserts that any Purchased Asset, or any action taken by any employee or agent of Seller with respect to any Purchased Asset, infringes any Intellectual Property rights of any third Person or constitutes a misappropriation or misuse of any Intellectual Property rights, trade secrets, or Proprietary Rights of any third Person, (d) seeks to enjoin, prevent or hinder the consummation of any of the Transactions, (e) would impair or have an adverse affect on Buyer's right or ability to use or exploit any Purchased Asset or impair or have an adverse effect on the value of any Purchased Asset, or (f) involves a wrongful termination, harassment or other employment-related claim by any employee, potential employee, or contractor of Seller. There are no judgments, decrees, injunctions or orders of any Governmental Entity or arbitrator pending or binding against Seller or either Seller Member that affect the Purchased Assets.

**Section 3.10 Tax Matters.**

- (a) [Except as set forth in Disclosure Schedule Section 3.10], each Tax required to have been paid, or claimed by any Person to be payable, by Seller has been duly paid in full on a timely basis. Any Tax required to have been withheld or collected by Seller has been duly withheld and collected, and (to the extent required) each such Tax has been paid to the appropriate Person.
- (b) Except as set forth in Disclosure Schedule Section 3.10, no claim or other proceeding is pending or has been threatened against or with respect to Seller in respect of any Tax. There are no unsatisfied Liabilities for Taxes (including Liabilities for interest, additions to Tax and penalties thereon and related expenses) with respect to any notice of deficiency or similar document received by Seller. Seller has not entered into or become bound by any agreement or consent pursuant to Section 341(f) of the Internal Revenue Code of 1986, as amended (the "Code").
- (c) Seller has delivered to (or made available for inspection by) Buyer accurate and complete copies of all Tax returns that have been filed on behalf of or with respect to Seller. The information contained in such Tax returns is accurate and complete in all respects.

**Section 3.11 Employees and Employment Taxes.** Seller is not a party to or bound by any union contract and has not experienced any strike, grievance or any arbitration proceeding, claim of unfair labor practices filed or, to the best of Seller's knowledge, threatened to be filed or any other material labor difficulty. To the best of Seller's knowledge, no organizational effort is being or has been made or threatened by or on behalf of any labor union with respect to any employees of Seller. Seller has withheld all federal and state income Taxes, FICA,

FUTA and other Taxes required to be withheld and paid such withheld amounts to the appropriate Governmental Entities within the time period prescribed by law. Disclosure Schedule Section 3.11 sets forth a list of all employees, consultants or independent contractors of Seller as of the Agreement Date, including their respective titles, base salaries for the year ended December 31, 2017, and compensation paid in or relating to the 11-month period ending December 5, 2017, including bonus compensation, as well as the bonus compensation Seller expects to pay for bonuses related to such employees, consultants and independent contractors for service to Seller before the Closing.

**Section 3.12 Compliance with Laws.** Seller has complied with and has not received any notices of violation with respect to, any federal, state or local statute, law or regulation (including environmental laws), domestic or foreign, applicable to the Business, Seller's conduct of the Business, or any Purchased Asset, including (a) all applicable Tax laws and regulations with respect to consultants, (b) the Export Administration Act of 1979, as amended and all other laws, regulations, rules, orders, writs, injunctions, judgments and decrees applicable to the export or re-export of controlled commodities or technical data, and (c) the Immigration Reform and Control Act of 1986, as amended.

**Section 3.13 Intellectual Property.**

- (a) The Purchased Assets include all Intellectual Property rights necessary to enable Buyer to conduct the Business substantially in the manner in which it was conducted by Seller during December 2017.
- (b) The Purchased Assets and the distribution, sale and license of such Purchased Assets, do not infringe upon any Intellectual Property rights of any third Person and no third Person has asserted or threatened to assert against Seller any claim of infringement of Intellectual Property rights.
- (c) Seller owns, possesses, has the exclusive right to make, use, sell or license, has the right to bring actions for the infringement of, and where necessary, has made timely and proper applications for, the Intellectual Property included in the Purchased Assets.
- (d) Seller has not granted any third Person any outstanding licenses or other rights to any Purchased Asset.
- (e) No Purchased Asset is held or used pursuant to a license or similar grant of rights by any third Person.
- (f) Neither Seller nor any of its Affiliates is liable, or has made any Contract whereby it may become liable, to any Person for any royalty, fee or other compensation for the ownership, use, license, sale, distribution, manufacture, reproduction or disposition of any Purchased Asset.
- (g) All Seller Members and employees and consultants of Seller and any other third Persons who have been involved in the product development of the

Business or Software or who were otherwise involved in the creation or development of any Software, the Documentation, the Proprietary Rights or any other Intellectual Property of Seller have executed invention assignment agreements in the form delivered to Buyer and all employees and consultants of Seller who have access to confidential information or trade secrets of the Business or which relate to Purchased Assets have executed appropriate non-disclosure agreements in the form delivered to Buyer.

- (h) All proprietary rights, title and interest in, under and to all inventions, processes, discoveries and works, whether tangible or intangible ("Proprietary Work") designed, developed or made by either Seller Member during his or her employment or other affiliation with Seller, which arose out of his or her employment or other affiliation with Seller, regardless of whether the Proprietary Work was created outside normal business hours, off Seller's premises or with equipment or materials not furnished by Seller, including copyright, patent and trademark rights, belong to and remain the property of Seller and, upon consummation of the Closing, will constitute Purchased Assets and as such will belong to and be the property of Buyer.
- (i) Seller has taken reasonable action, consistent with industry standards, to protect the secrecy and confidentiality of all Software, Documentation and Intellectual Property rights of Seller.

**Section 3.14 Product Warranties; Defects.** Each product and service, sold, manufactured, licensed, leased or delivered by Seller in connection with the Business has been in substantial conformity with all applicable contractual commitments and all express warranties made by Seller and there is, to the best of Seller's knowledge, no basis for any current or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against any such contractual commitments or express warranties for replacement or repair thereof or other damages in connection therewith. No service or product sold, manufactured, licensed, leased or delivered by Seller in connection with the Business is subject to any guaranty, warranty, or other indemnity beyond Seller's applicable standard terms and conditions of sale, lease or licensing (as set forth in written agreements that Seller has delivered to Buyer) or beyond that imposed by applicable law.

**Section 3.15 Government Contracts.** Seller is not and has not been a party to any contract or arrangement with the U.S. Government or any foreign or other Governmental Entity relating to the Business other than those identified on Disclosure Schedule Section 3.15.

**Section 3.16 Oral Contracts.** Except as set forth in Disclosure Schedule Section 3.16, Seller is not and has not been a party to any material Contract that has not been set forth in a written Contract (a copy of which has been delivered by Seller to Buyer).

### **Section 3.17 Liabilities.**

- (a) Set forth on Disclosure Schedule Section 3.17(a) are all Liabilities of Seller that are fixed or determinable or otherwise includable in a balance sheet presentation of liabilities of Seller prepared in a manner consistent with prior periods and which materially represents Seller's Liabilities. There are no contingent Liabilities of Seller except as set forth on Disclosure Schedule Section 3.17(a).
- (b) Disclosure Schedule Section 3.17(b) provides an accurate and complete (i) breakdown and aging of the accounts payable of Seller, (ii) breakdown of any customer deposits or other deposits held by Seller as of the Agreement Date, and (iii) breakdown of all notes payable and other indebtedness of Seller as of the Agreement Date.
- (c) Upon consummation of the Closing, Seller's obligations under the Mortgage Loan and SBA Loan will be fully satisfied and the security interests granted by Seller pursuant to such loans will have been terminated so the secured parties thereunder will have no security interests or other interests in any Purchased Assets.

**Section 3.18 Fair Value.** Seller's Board of Directors has determined in good faith that the Purchase Price and Seller's rights to additional consideration set forth in Section 2.3 represents the fair market value of the Purchased Assets. No order has been made, no petition presented, or resolution passed for the winding-up of Seller, or then appointment of any trustee or for the benefit of creditors or the preparation or commencement of any bankruptcy or insolvency proceeding nor has any resolution been passed, agreement entered into, or term sheet or letter of intent approved by Seller with respect to a future sale or disposition of material assets of Seller other than pursuant to this Agreement.

**Section 3.19 No Brokers.** No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of Seller or its Affiliates.

**Section 3.20 Cumulative Exceptions.** The exceptions and qualifications to the representations and warranties set forth above in this Article 3 that are based upon such exceptions and qualifications not being "material," not being "in all material respects," or not having or "would or could not reasonably be expected to result in" a Seller Material Adverse Effect, or any similar exception or qualification, have not and will not in the aggregate have a Seller Material Adverse Effect.



## Article 4

### REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

**Section 4.1 Incorporation and Authority.** Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of the Commonwealth of Virginia and has all necessary corporate power and authority to enter into this Agreement to carry out its obligations hereunder and, except for the Required Consents, to consummate the Transactions. This Agreement has been duly and validly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

**Section 4.2 No Conflict.** The execution, delivery and performance of this Agreement does not (a) violate or conflict with the Articles of Incorporation or Bylaws of Buyer, or (b) conflict with or violate any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award applicable to Buyer except such conflicts or violations as would not prevent or delay Buyer from consummating the Transactions.

**Section 4.3 No Brokers.** No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of Buyer.

## Article 5

### ADDITIONAL COVENANTS

**Section 5.1 Conduct of Seller's Business.** Between the Agreement Date and the earlier of the Closing Date or the date, if any, on which this Agreement is terminated pursuant to Section 9.1 ("Pre-Closing Period"), Seller shall, (a) carry on its operations and conduct the Business in the ordinary course of business, pay its debts and Taxes when due subject to good faith disputes over such debts or Taxes, pay or perform other material obligations when due, except when subject to good faith disputes over such obligations, and use all commercially reasonable efforts consistent with past practices and policies to preserve intact Seller's current business organization, keep available the services of Seller's current officers, employees and agents and preserve Seller's relationships with customers, suppliers and others having business relationships with it, to the end that Seller's goodwill and ongoing business shall remain substantially the same at the Closing Date, and (b) promptly notify Buyer of any event or occurrence that will have or could reasonably be expected to have a Seller Material Adverse Effect. In addition, during the Pre-Closing Period, Seller, except as otherwise specifically permitted herein, or with Buyer's prior consent, shall not:

- (a) amend its Articles of Incorporation or Bylaws;
- (b) declare or pay any dividends or distributions on its capital stock nor purchase, redeem or otherwise acquire for consideration any of its capital stock;

(c) change its capitalization as it exists on the date hereof, or issue, grant, or sell any options, equity appreciation or purchase rights, warrants, conversion rights or other rights, securities or commitments obligating it to issue or sell any of its capital stock, or any securities or obligations convertible into, or exercisable or exchangeable for, any of its securities;

(d) grant any profits interests or other interests in the revenues, earnings, cash flow or distributions of Seller;

(e) borrow or agree to borrow any funds or voluntarily incur, or assume or become subject to, whether directly or by way of guaranty or otherwise, any Liability, except obligations incurred in the ordinary course of business;

(f) pay, discharge or satisfy any claim or Liability in excess of \$5,000 (in any one case) or \$25,000 (in the aggregate), other than the payment, discharge or satisfaction in the ordinary course of business or as contemplated hereby;

(g) except as required by applicable laws, adopt or amend in any material respect, any Contract or plan (including compensation, retention or severance arrangements) for the benefit of its employees;

(h) sell, mortgage, pledge or otherwise encumber or dispose of any of its assets, or, except in the ordinary course of business, otherwise acquire any assets;

(i) acquire by merging or consolidating with, or by purchasing any equity interest in or otherwise acquire the assets of, any business or any other Person, except in its ordinary course of business, otherwise acquire any assets;

(j) increase the following amounts payable or to become payable:  
(i) the salary of any officer of Seller, (ii) any other compensation of its officers, including any increase in benefits under any bonus, insurance, pension or other benefit plan made for or with any of those individuals, and (iii) the compensation of any of its other employees, consultants or agents;

(k) dispose of, permit to lapse, or otherwise fail to preserve the rights of Seller to use its Intellectual Property or enter into any settlement regarding the breach or infringement of, any Seller Intellectual Property, or modify any existing rights with respect thereto;

(l) sell, or grant any right to use of, all or any part of its Intellectual Property;

(m) enter into any Contract or take any other action that is not in the ordinary course of business or could reasonably be expected to have an adverse impact on the Transactions or that would have or could reasonably be expected to have a Seller Material Adverse Effect;

(n) amend in any material respect any Contract, the amendment of which will have or could reasonably be expected to have a Seller Material Adverse Effect;

(o) waive, release, transfer or permit to lapse any claim or right (i) that has a value, or involves payment or receipt by it, of more than \$1,000 or (ii) the waiver, release, transfer or lapse of which would reasonably be expected to have a Seller Material Adverse Effect;

(p) except in the ordinary course of business, defer the payment of any expenses beyond the date such expenses are due;

(q) take any material act or omit to take any material act that is not in the ordinary course of business in respect of Seller's assets or Liabilities or is not in accordance with Seller's course of conduct in effect for Seller's current fiscal year;

(r) change, alter or make any employment Contract with Seller personnel or consultants;

(s) make any investment in any Person or capital expenditure not in the ordinary course of business;

(t) except for payment of normal compensation or reimbursement of expenses in the ordinary course of business, enter into any transaction with any Seller Member or any Affiliate of any Seller Member;

(u) except in the ordinary course of business or as may be in furtherance of the Transactions, enter into any transaction, sell any assets or knowingly or intentionally incur any Liability or make any payment in respect of any Liability; and

(v) agree or otherwise commit, whether in writing or otherwise, to take any action described above in this Section 5.1.

**Section 5.2 Access and Information.** Seller shall afford to Buyer and its officers, employees, accountants, counsel and other authorized representatives and advisers access, during regular business hours, throughout the Pre-Closing Period, to Seller's offices, properties, books and records, and shall use reasonable efforts to cause Seller's representatives and independent public accountants to furnish to Buyer such additional financial and operating data and other information as to Seller's business, customers, vendors and properties as Buyer may from time to time reasonably request. Notwithstanding the foregoing, all visits to any Seller office or other Seller facility will be coordinated and conducted so as to not be disruptive to Seller's operations. In addition, with Seller's prior consent (which shall not be unreasonably withheld, delayed or conditioned), Buyer shall be permitted to meet with Seller's significant customers.

**Section 5.3 Employees.** Nothing herein shall be construed as an agreement on the part of Buyer to hire any of Seller's employees. Buyer is not obligated to hire any of Seller's employees but may interview and hire any of Seller's employees.

**Section 5.4 Books and Records.** If, to properly prepare documents required to be filed with any Governmental Entities (including taxing authorities) or the financial statements of Seller or Buyer, it is necessary that either Seller or Buyer (or any successor to Seller or Buyer) be furnished with additional information relating to the Purchased Assets or the Business, and such information is in the possession of the other Party, such Party agrees to use its reasonable efforts to furnish such information to such other Party, at the cost and expense of the Party being furnished such information.

**Section 5.5 Confidentiality.** All copies of financial information, marketing and sales information, pricing, marketing plans, business plans, financial and business projections, customer lists, methodologies, know-how, product designs, product specifications and drawings, and other confidential or proprietary information of Seller related to the Business or any Purchased Asset (collectively, "Seller Confidential Information") will be held by Seller and the Seller Members in strict confidence and, at all times after the Closing, will not be used or disclosed to any third Person by Seller or either Seller Member and, upon Buyer's request, will be promptly destroyed by Seller and the Seller Members or delivered to Buyer except that Seller may internally use copies of Business Records solely to prepare and file Tax returns and prepare its financial statements. Seller Confidential Information will not include information that is currently, or later becomes, part of the general public knowledge, other than as a result of a breach of this Agreement by Seller or either Seller Member.

**Section 5.6 Regulatory and Other Authorizations; Consents.**

- (a) Efforts. Each of the Parties will use its best efforts to obtain all Required Consents for the execution and delivery of, and the performance of its obligations pursuant to this Agreement or any other agreements required to be entered into by such Party pursuant to this Agreement and will cooperate fully with the other Parties in promptly seeking to obtain all such Required Consents. No Party may take any action that will have the effect of delaying, impairing or impeding the receipt of any Required Consents.
- (b) Communication. Seller on the one hand, and Buyer on the other hand, will promptly inform the other of any material communication between such Party and any Governmental Entity regarding any of the Transactions. If any Party receives a request for additional information or for documents or any material from any such Governmental Entity with respect to the Transactions, such Party will endeavor in good faith to make or cause to be made, as soon as reasonably practicable and after consultation with the other Party, an appropriate response in compliance with such request.
- (c) Further Actions. From and after the Closing, each Party will execute and deliver such documents and other papers and take such further actions as may be reasonably required to carry out the provisions of this Agreement or any other agreements required to be entered into by such Party pursuant to this Agreement and give effect to the Transactions.

**Section 5.7 Furnishing of Outstanding Business Proposals.** Before or concurrently with the Closing, Seller will furnish to Buyer with all business proposals (including names and status of discussions with prospective customers and strategic partners) that are pending or outstanding with respect to the Business and all of such proposals shall constitute Purchased Assets hereunder.

**Section 5.8 Non-Competition and Other Covenants.**

- (a) Agreement Not to Compete. During the period from the Closing Date to and including the Tenth Year anniversary thereof, none of Seller and Seller Members may be, directly or indirectly, engaged or interested in any business (as defined below) that (i) competes with the Business either as currently conducted or as conducted during the period from the Closing date to and including the seventh anniversary thereof. Seller or a Seller Member shall be deemed to be “interested in a business” if it is engaged or interested in that business as an equity holder, director, officer, employee, manager, salesperson, sales representative, promoter, agent, partner, individual proprietor, consultant or otherwise, but not if such interest is limited solely to ownership of 1% or less of the equity or debt securities of any class of a corporation whose shares are listed for trading on a national securities exchange or traded in the over-the-counter market.
- (b) Non-solicitation. During the period from the Closing Date to and including the seventh anniversary thereof, none of Seller and Seller Members may, directly or indirectly, (i) cause or attempt to cause any customer, client, account or vendor, or prospective customer, client, account or vendor to divert, terminate, limit or in any manner modify or fail to enter into any actual or potential business relationship with Buyer, or (ii) divert, solicit or employ, or attempt to divert, solicit or employ, any of the individuals listed in Disclosure Schedule Section 5.8(b). For purposes of this Section 5.8(b), a prospective customer, client, account or vendor means any customer, client, account or vendor with whom Seller was involved or any individual listed in Disclosure Schedule Section 5.8(b) had knowledge of by virtue of his position with Seller.
- (c) Use of Name. Promptly after the Closing Date, Seller shall take all such actions as are necessary or required to change its name to remove therefrom “Tresit Group, LLC.” and shall not use any corporate, trade or service name including “Tresit” or “Tresit Group” or any confusingly similar words, including on any website of Seller.
- (d) Transfer of any Rights to Purchased Assets by Seller Members. Without limiting any of the representations and warranties in Article 3, each Seller Member acknowledges and agrees that (i) any rights that such Seller Member may have or may have had in, to or under any Purchased Assets, including Intellectual Property or Proprietary Work, have been transferred and assigned to Seller before the Agreement Date and (ii) if and to the

extent any such rights have not been transferred and assigned to Seller before the Agreement Date and the Closing occurs, the Closing shall constitute a transfer, assignment and conveyance by such Seller Member to Buyer of any and all right, title and interest that such Seller Member may have had in, to or under the Purchased Assets, including Intellectual Property and Proprietary Work. Each Seller Member agrees to assign at or after the Closing all of his right, title and interest in, under and to any Intellectual Property and Proprietary Work to Buyer and will upon Buyer's request, execute all applications, assignments or other documents that Buyer deems necessary to vest fully and valid title to the Purchased Assets in Buyer or otherwise to protect or otherwise perfect Buyer's interest in any Purchased Assets, including Intellectual Property and Proprietary Work, as contemplated hereby. Each Seller Member agrees further that all writings, including computer software or documentation, written, designed or developed by him or her during the course of his or her employment or other affiliation with Seller before the Closing Date will be considered "works made for hire" under the copyright laws of the United States.

- (e) Necessary and Reasonable. Seller and Seller Members agree that the covenants provided for in this Section 5.8 are necessary and reasonable to protect Buyer in the conduct of its business, to protect the trade secrets and other proprietary information of Buyer, and to protect Buyer in the utilization of the assets, tangible and intangible, including the goodwill of Buyer.

**Section 5.9 Termination of Office Lease.** Seller and Seller Members shall, before or as of the Closing, terminate any existing office lease and will not be included in the purchase asset.

## Article 6

### TAX MATTERS

**Section 6.1 Transaction Taxes.** Seller shall be responsible for and pay all excise, value added, registration, stamp, property, documentary, transfer, sales, use and similar Taxes, levies, charges and fees that are incurred or may be payable to any taxing authority in connection with the Transactions (including the sale, transfer, and delivery of the Purchased Assets) (collectively, "Transaction Taxes"). Seller shall be responsible for preparing and filing any Tax return relating to Transaction Taxes and shall provide a copy of such return to Buyer. Buyer and Seller agree to cooperate in minimizing the amount of any Transaction Taxes and in the filing of all necessary documentation and all Tax returns, reports and forms with respect to all Transaction Taxes.

**Section 6.2 Straddle Periods.** All personal property taxes and similar ad valorem obligations in respect of the Purchased Assets that relate to periods beginning before the Closing Date and ending after the Closing Date (the "Straddle Periods") shall be prorated in

accordance with the rules provided in Code Section 164(d). Seller shall prepare and file, or shall cause to be prepared and filed, on a timely basis, all Straddle Period Tax returns. Seller shall provide each Straddle Period Tax return to Buyer for review at least 10 Business Days in advance of the due date thereof, and Buyer shall pay to Seller its prorated portion of the Tax shown to be due on each such return at least five Business Days before the due date of such payment.

**Section 6.3 Other Taxes.** Except as provided in Section 6.1 and Section 6.2, (a) Seller shall be responsible for and shall pay any and all Taxes with respect to the Purchased Assets relating to all periods (or portions thereof) ending on or before the Closing Date, and (b) Buyer shall be responsible for and shall pay any and all Taxes with respect to the Purchased Assets relating to all periods (or portions thereof) ending after the Closing Date.

## **Article 7**

### **POST-CLOSING COVENANTS OF SELLER AND SELLER MEMBERS**

**Section 7.1 Maintenance of Existence.** Until the second anniversary of the Closing Date, Seller shall continue to exist as a [Utah] corporation in good standing. Seller shall not voluntarily liquidate, dissolve or wind up its corporate affairs or enter into any agreement to take such action. If action is taken to require Seller involuntarily to liquidate, dissolve or wind up its corporate affairs, Seller shall immediately notify Buyer and shall use all commercially reasonable efforts to resist such involuntary action.

**Section 7.2 No Transfer.** None of Seller and Seller Members shall not sell, pledge, hypothecate, assign or otherwise transfer, directly or indirectly, legally or beneficially, this Agreement or any benefit hereunder.

**Section 7.3 Bulk Sales.** Seller shall pay or otherwise satisfy in the ordinary course of business all of its Liabilities. Buyer and Seller hereby waive compliance with the bulk-transfer provisions of any applicable state, federal or local laws in connection with the Transactions.

**Section 7.4 Business Transition.** Seller will cease conducting the Business upon the Closing and will thereafter cooperate with Buyer in its efforts to maintain Buyer's customer relationships pursuant to the Business Contracts assigned to Buyer hereunder. Seller will satisfy its Liabilities in a manner not detrimental to any of such relationships. Seller will refer to Buyer all inquiries relating to the Business or the Purchased Assets. None of Seller Members, Seller and its officers, employees, agents and other Members shall disparage Buyer's name or business or take any other action that would, or would tend to, diminish the value of the Purchased Assets or the Business after the Closing or would interfere with the business of Buyer to be engaged in after the Closing Date, including the Business.

## **Article 8**

### **INDEMNIFICATION**

**Section 8.1 Definitions of "Loss" and "Indemnitees."** For purposes of this Article 8, (a) the term "Loss" means and includes any and all Liability, loss, damage, claim, expense,

cost, fine, fee, penalty, obligation or injury including those resulting from any and all claims, actions, suits, demands, assessments, investigations, judgments, awards, arbitrations or other proceedings, together with reasonable costs and expenses, including reasonable attorneys' fees and other legal costs and expenses relating thereto, (b) the term "Buyer Indemnitees" means and includes Buyer and any current or future officer, director, employee, Member or agent of Buyer, and (c) the term "Seller Indemnatee" means and includes any current or future officer, director, employee, Member or agent of Seller.

**Section 8.2 Indemnification by Seller and Seller Members.** Subject to the other applicable terms and conditions of this Agreement (including the provisions of Section 8.4), Seller and the Seller Members will jointly and severally indemnify Buyer and each Buyer Indemnatee against, and hold Buyer and each Buyer Indemnatee harmless from, all Loss arising out of:

- (a) the failure of any representation or warranty of Seller or either Seller Member contained in Article 3 or any certificate delivered pursuant to this Agreement, to be true and correct as of the Closing Date, or the breach or violation of any covenant of Seller or either Seller Member made herein;
- (b) except for Assumed Liabilities, any Liabilities of Seller or either Seller Member;
- (c) the operation of the Business or the Purchased Assets by Seller at any time or times on or before the Closing Date (including any and all Taxes arising out of, or payable with respect to, Seller's business operations through the Closing Date);
- (d) any failure of Seller to pay the Transaction Taxes;
- (e) Liability for non-compliance with any bulk sales, bulk transfer or similar laws applicable to the Transactions or any claims asserting that any Transactions constitute a fraudulent conveyance or similar claim;
- (f) any demand, claim, debt, suit, cause of action, arbitration or other proceeding (including a warranty claim, a product liability claim or any other claim) that is made or asserted by any third party that relates to any product or service that was sold, licensed or otherwise provided by Seller;
- (g) any demand, claim, debt, suit, cause of action or proceeding made or asserted by a Member, creditor, receiver, or trustee in bankruptcy of Seller or of the property or assets of Seller, asserting that the transfer of the Purchased Assets to Buyer hereunder constitutes a fraudulent conveyance, fraudulent transfer or a preference under any applicable state or federal law, including the United States Bankruptcy Code;
- (h) any demand, claim, debt, suit, cause of action or proceeding made or asserted by any current or former employee or independent contractor of



Seller or any of its Affiliates that relates in any manner to any termination by Seller or an Affiliate of Seller of the employment or services of such employee or independent contractor or to any other matter relating to the employment or services of such employee or independent contractor by Seller or an Affiliate of Seller;

- (i) Seller's termination of the contractual relationship with any contractor and the employment of any of employees at any time before, on or after the Closing Date and any failure by Seller to pay or withhold any Taxes payable with respect to Seller's employment of any employee; and
- (j) any Liability under applicable state or local statute or regulation affecting termination of employment of Seller's employees.

**Section 8.3 Procedures for Indemnification.** As used herein, the term "Indemnified Party" means a Person seeking indemnification pursuant to Section 8.1, and the term "Indemnifying Party" means the Party who is obligated to provide indemnification under this Article 8. The Indemnified Party will give the Indemnifying Party prompt notice of any event, or any claim, action, suit, demand, assessment, investigation, arbitration or other proceeding by or in respect of a third party (a "Third-Party Claim") of which it has knowledge and for which it is entitled to indemnification under this Article 8. In the case of a Third-Party Claim, the Indemnifying Party will have the right to direct, through counsel of its own choosing, the defense or settlement of any such Third-Party Claim at its own expense. In such case, the Indemnified Party may participate in the defense, but the expenses of the Indemnified Party will be paid by the Indemnified Party. The Indemnified Party will promptly provide the Indemnifying Party with access to the Indemnified Party's records and personnel relating to any such Third-Party Claim during normal business hours and will otherwise cooperate with the Indemnifying Party in the defense or settlement of such Third-Party Claim, and the Indemnifying Party will reimburse the Indemnified Party for all its reasonable out-of-pocket costs and expenses incurred in providing such access, personnel and cooperation. Upon assumption of the defense of any such Third-Party Claim by the Indemnifying Party, the Indemnified Party will not pay, or permit to be paid, any part of any claim or demand arising from such Third-Party Claim, unless the Indemnifying Party consents to such payment (which consent will not be unreasonably withheld) or unless a final judgment from which no appeal may be taken by or on behalf of the Indemnified Party is entered against the Indemnified Party for such liability. No such Third-Party Claim may be settled by the Indemnifying Party without the Indemnified Party's written consent, which will not be unreasonably withheld. If the Indemnifying Party fails to defend or prosecute or withdraws from such defense, then the Indemnified Party will have the right to undertake the defense or settlement thereof, at the Indemnifying Party's expense. If the Indemnified Party assumes the defense of any such Third-Party Claim pursuant to this Section 8.3 and proposes to settle such Third-Party Claim before a final judgment thereon or to forgo appeal with respect thereto, then the Indemnified Party will give the Indemnifying Party prompt written notice thereof and the Indemnifying Party will have the right to participate in the settlement or assume or re-assume the defense of such Third-Party Claim.

**Section 8.4 Limitations on Indemnification.** Notwithstanding anything herein to the contrary, no claim for indemnification under this Article 8 may be brought after the second anniversary of the Closing Date except that claims for indemnification relating to Taxes (including Transaction Taxes) or the breach of the representation and warranty made in Section 3.13 may be brought at any time before the expiration of the applicable statute of limitation.

## **Article 9**

### **General Provisions**

#### **Section 9.1 Termination.**

- (a) **Termination Events.** This Agreement may be terminated and the Transactions abandoned at any time prior to the Closing as follows:
- (i) by mutual consent of Buyer and Seller;
  - (ii) by Buyer if there has been a material breach of any representation, warranty, covenant, obligation or agreement contained in this Agreement on the part of Seller or either Seller Member and such breach has not been cured within five Business Days after notice to Seller (provided that Buyer is not in material breach of this Agreement, and provided further, that no cure period shall be required for a breach which by its nature cannot be cured within such five Business Days);
  - (iii) by Seller if there has been a material breach of any representation, warranty, covenant, obligation or agreement contained in this Agreement on the part of Buyer, and such breach has not been cured within five Business Days after notice to Buyer (provided, that neither Seller nor either Seller Member is in material breach of this Agreement, and provided further, that no cure period shall be required for a breach which by its nature cannot be cured within such five Business Days);
  - (iv) by Buyer or Seller if: (i) there shall be a final, non-appealable order of a federal or state court in effect preventing consummation of the Transactions; (ii) there shall be any final action taken, or any statute, rule, regulation or order enacted, promulgated or issued or deemed applicable to the Transactions by any Governmental Entity that would make consummation of the Transaction illegal or which would prohibit or have an adverse effect on Buyer's ownership or conduct of the Business or the Purchased Assets; or
  - (v) by Buyer or Seller if the Closing shall not have occurred by the 60<sup>th</sup> day after the Agreement Date provided that the right to terminate this Agreement under this Section 9.1.1(a)(v) shall not be available to (1) Buyer if its failure to fulfill any material

obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before such date or (2) to Seller if its or any Seller Member's failure to fulfill any material obligation under the Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before such date.

- (b) **Effect of Termination.** If this Agreement is terminated pursuant to Section 9.1(a), all of the obligations of the Parties under this Agreement shall terminate. Notwithstanding the immediately preceding sentence, termination of this Agreement pursuant to either Section 9.1(a)(ii) or 9.1(a)(iii) shall neither limit or impair any remedies that a Party may have with respect to a misrepresentation or inaccuracy in, or breach of, any representations, warranties, agreements, covenants or obligations hereunder by another Party before the Closing, nor release any Liability that a Party may have with respect to a misrepresentation or inaccuracy in, or breach of, any representations, warranties, agreements, covenants or obligations of such Party hereunder before the Closing.

**Section 9.2 Expenses.** Except as otherwise provided herein, all costs, expenses or fees, incurred in connection with this Agreement and the Transactions will be paid by the Party incurring such costs or expenses.

**Section 9.3 Notices.** Any and all notices, consents, approvals, waivers, instruments, and other communications required or permitted to be given to one or more Parties pursuant to this Agreement (collectively, "Notices") shall be in writing and shall be effective and deemed to provide such Party sufficient notice under this Agreement on the earliest of the following:

- (a) at the time of personal delivery if delivery is in Person;
- (b) at the time of transmission by facsimile, addressed to the other Party at its facsimile number specified herein (or hereafter modified by subsequent Notice to the parties hereto), with confirmation of receipt made by both telephone and printed confirmation sheet verifying successful transmission of the facsimile;
- (c) one Business Day after deposit with an express overnight courier for United States deliveries, or two Business Days after such deposit for deliveries outside of the United States, with proof of delivery from the courier requested; or
- (d) three Business Days after deposit in the United States mail by certified mail (return receipt requested) for United States deliveries.

All Notices for delivery outside the United States will be sent by facsimile or by express courier. Notices by facsimile shall be machine-verified as received. All Notices not delivered personally or by facsimile will be sent with postage or other charges prepaid and properly addressed to the Party to be notified at the address or facsimile number as follows, or at such

other address or facsimile number as such other Party may designate by one of the indicated means of Notice herein to the other parties hereto as follows:

(i) if to Seller or Seller Members:

687 South 850 West  
Springville, Utah 84663  
Attention: Cole Smith, Chief Executive Officer

With a copy (which will not constitute Notice) to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Facsimile: \_\_\_\_\_  
Attention: \_\_\_\_\_

(ii) if to Buyer:

2100 Reston Parkway, Suite 310  
Reston, VA 20191  
Facsimile: 877-282-8011  
Attention: Ki Ho Kang, CEO

**Section 9.4 Headings.** The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

**Section 9.5 Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the Transactions be consummated as originally contemplated to the greatest extent possible.

**Section 9.6 Entire Agreement.** This Agreement, including the Disclosure Schedule, Exhibits and the Ancillary Agreements constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior agreements and undertakings with respect to the subject matter hereof.

**Section 9.7 Assignment.** This Agreement is not assignable by any Party without the other Parties' prior consent except that Buyer may, without such consent, assign all or a portion of its rights and obligations hereunder to one or more wholly owned subsidiaries of Buyer or to Buyer's lender without such consent, provided that Buyer shall remain obligated hereunder.

**Section 9.8 No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement except for the indemnification rights of Buyer Indemnitees and Seller Indemnitees under Article 8.

**Section 9.9 Amendment; Waiver.** This Agreement may not be amended or modified except by an instrument in writing signed by all Parties. Waiver of any term or condition of this Agreement will only be effective if provided by the waiving Party in accordance with Section 9.3 and will not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Agreement.

**Section 9.10 Governing Law; Venue.** This Agreement will be governed by, and construed in accordance with, the internal laws of the Commonwealth of Virginia applicable to contracts executed and performed entirely therein, without regard to the principles of choice of law or conflicts or law of any jurisdiction. Each of the Parties irrevocably submits to the exclusive jurisdiction of any state or federal court in the Commonwealth of Virginia.

**Section 9.11 Counterparts.** This Agreement may be executed in one or more counterparts, and by the different Parties in separate counterparts, each of which, when executed, will be deemed to be an original but all of which taken together will constitute one and the same agreement.

**Section 9.12 Construction of this Agreement and Certain Terms and Phrases.**

- (a) Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender, (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the terms “hereof,” “herein,” and “hereby” and derivative or similar words refer to this entire Agreement and not to any particular provision of this Agreement, and (iv) the terms “Article,” “Section,” “Schedule” and “Exhibit” without any reference to a specified document refer to the specified Article, Section, Schedule and Exhibit, respectively, of this Agreement.
- (b) The words “including,” “include” and “includes” are not exclusive and shall be deemed to be followed by the words “without limitation.” If exclusion is intended, the words “comprising,” “comprise” and “comprises” are used instead.
- (c) The word “or” shall be construed to mean “and/or” unless the context clearly prohibits that construction.
- (d) Whenever this agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified.

- (e) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.
- (f) Any reference to any federal, state, local or foreign statute or law, including any one or more sections thereof, shall be deemed also to refer to, unless the context requires otherwise, all rules and regulations promulgated thereunder, including United States Treasury Regulations.
- (g) Any representation or warranty contained herein as to the enforceability of a contract, including this Agreement, shall be subject to the effect of any bankruptcy, insolvency, reorganization, moratorium or other similar law affecting the enforcement of creditors' rights generally and to general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).
- (h) The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions hereof.
- (i) The disclosures in the Disclosure Schedule shall relate only to the representations and warranties in the particular Section of Article 3 to which they expressly relate and not to any other representation or warranty contained in Article 3.

**[Signature Page Next]**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

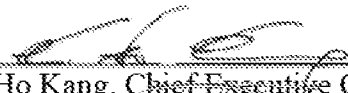
**SELLER:**

TRESIT GROUP, LLC., a Utah corporation

By:   
Cole Smith, Chief Executive Officer

**BUYER:**

KI HO MILITARY ACQUISITION CONSULTING, INC., a  
Virginia corporation

By:   
Ki Ho Kang, Chief Executive Officer

## EXHIBIT D

### Intellectual Property Assets

1. Marks



Mark: DIR-S

App. No.: 86/851,401, filed December 16, 2015, in International Class 9

Our Ref.: 2452.0003

Mark: TRESIT GROUP

App. No.: 86/851,369, filed December 16, 2015, in International Class 42

Our Ref.: 2452.0005

2. Copyrights

Tresit Group

3. Patents

United States Provisional Application No. 62/286,021 entitled "System and Method for Integrated Emergency Notification," filed January 22, 2016.

4. Website

<http://www.tresitgroup.com/>



## **EXHIBIT E**

### **Software**

1. Tresit Group Website and all source codes, contents, executables, database, etc.
2. Tresit Group Apps including DIR-S, for Apple iOS, Google Android, or any other mobile platforms.
3. All computer software and applications used to setup and sustain new clients, maintain existing clients.
4. All algorithms and logics driving the applications, servers, and other systems and software

## **EXHIBIT F**

### **Bill of Sale, Assignment, and Assumption Agreement**

This Bill of Sale, Assignment, Assumption Agreement (this "Agreement") dated as of 31 December 2017, is by and between Tresit Group, LLC., a Utah corporation ("Assignor"), and Ki Ho Military Acquisition Consulting, Inc., a Virginia corporation ("Assignee").

### **RECITALS**

R.1 Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of 31 December 2017, by and among Assignee, Assignor, Cole Smith, et al., pursuant to which Assignor has agreed to transfer certain assets and assign certain agreements to Assignee and Assignee has agreed to purchase such assets and assume certain liabilities under such agreements (the "Purchase Agreement").

R.2 As contemplated by the Purchase Agreement, Assignor now desires to transfer certain assets and assign certain agreements to Assignee, and Assignee desires to acquire all of Assignor's interest in, under and to such assets and agreements and to assume certain liabilities with respect to such agreements as of the effective date of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

1. Any capitalized terms used herein which are not defined herein shall have the meanings ascribed to them in the Purchase Agreement.
2. Assignor does hereby grant, sell, convey, transfer, assign and deliver to assignee, and its successors and assigns, to and for their own use and benefit forever, to have and to hold all of the right, title, and interest of assignors in, under and to the Purchased Assets.
3. Assignee accepts the foregoing, and subject to the representations, warranties, and covenants contained in the Purchase Agreement, assumes the performance of the Assumed Liabilities.
4. Assignor, upon the request of Assignee, shall execute and deliver such documents and instruments of conveyance and transfer as Assignee may reasonably request to consummate more effectively the transfer of the Purchased Assets as contemplated hereby and to vest in Assignee title to the Purchased Assets transferred hereunder, and Assignee, upon the request of Assignor, shall execute and deliver such documents and instruments as Assignor may reasonably request to confirm Assignee's liability for the Assumed Liabilities assumed hereunder or to otherwise more fully consummate the transactions contemplated by this Agreement.
5. The assignment, transfer, acceptance, covenants, and assumptions contained herein shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

6. Assignor and Assignee represent and warrant to each other that each has full and lawful authority to enter into this Agreement and to perform all obligations required to be performed by each other under this Agreement.

7. This Agreement may not be changed, modified, discharged, or terminated orally or in any other manner other than by an agreement in writing assigned by the parties hereto or their respective successors and assigns.

8. This Agreement shall be effective as of the Closing.

9. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. This Agreement shall be governed by and construed in accordance with the laws (excluding conflict of law rules and principles) of the State of Utah.

**[Signature page follows this page]**

IN WITNESS WHEREOF, the Parties have duly executed this Bill of Sale, Assignment and Assumption Agreement under seal as of the date first above written.


**ASSIGNOR:**

TRESIT GROUP, LLC., a Utah corporation

By:   
Cole Smith, Chief Executive Officer

**ASSIGNEE:**

KI HO MILITARY ACQUISITION CONSULTING, INC., a  
Virginia corporation

By:   
Ki Ho Kang, Chief Executive Officer

**EXHIBIT G**

**Patent Assignment**

United States Provisional Application No. 62/286,021 entitled "System and Method for Integrated Emergency Notification," filed January 22, 2016.

**EXHIBIT H**

**Copyright Assignment**

1. Tresit Group

H-1

INTER/242938.5

**PATENT**  
**REEL: 056121 FRAME: 0311**

**EXHIBIT I**  
**Trademarks**

1.

