

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7209810

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
EAST WEST WISCONSIN, LLC	06/09/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GALAHAD ENTERTAINMENT, LLC
<b>Street Address:</b>	1707 POST OAK BLVD., #533
<b>City:</b>	HOUSTON
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77056
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8366525
<b>Patent Number:</b>	8602785
<b>Patent Number:</b>	9291420
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(832)369-7753
<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>	8323058400
<b>Email:</b>	kdickson@basheerlawfirm.com
<b>Correspondent Name:</b>	YAHYA BASHEER
<b>Address Line 1:</b>	830 JULIE RIVERS DR
<b>Address Line 2:</b>	STE 701
<b>Address Line 4:</b>	SUGAR LAND, TEXAS 77478
<b>NAME OF SUBMITTER:</b>	ZIAD DERGHAM
<b>SIGNATURE:</b>	/s/Ziad Dergham
<b>DATE SIGNED:</b>	03/07/2022
<b>Total Attachments: 47</b>	
source=Asset and Goodwill Purchase Agreement - iCOMBAT (Final)#page1.tif	
source=Asset and Goodwill Purchase Agreement - iCOMBAT (Final)#page2.tif	
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## ASSET AND GOODWILL PURCHASE AGREEMENT

This Asset and Goodwill Purchase Agreement is effective as of June 9, 2021, and is between East West Wisconsin, LLC, a Georgia limited liability company ("**Seller**") and Galahad Entertainment, LLC, a Texas limited liability company ("**Purchaser**").

Seller manufactures virtual combat technology and equipment in the Laser Tag industry under the iCOMBAT division (the "**Business**").

Seller wishes to sell certain of its assets of the iCOMBAT division to Purchaser.

Purchaser wishes to purchase certain of the assets of the Business, and Seller desires to sell such assets to Purchaser, all on the terms and conditions enumerated in this agreement.

Purchaser and Seller hereby agree as follows:

**1.1 Acquired Assets.** Seller hereby sells to Purchaser the assets (the "**Acquired Assets**") set forth on Addendum A.

**1.2 Excluded Assets.** Notwithstanding the foregoing, Seller will retain Seller's right title and interest in all assets, including the Laser Module, other than the Acquired Assets (the "**Excluded Assets**").

**1.3 Goodwill.** Seller hereby sells to Purchaser the goodwill (the "**Goodwill**") to the extent related to the business of Seller (the "Business"). As used herein, the "Goodwill" includes (i) all contacts, (ii) all referral lists, addresses, and other material information relating to clients, (iii) all lists of prospective clients, addresses, and other material information relating to prospective clients with whom Seller has developed a relationship and (iv) operating systems, training manuals or programs, marketing materials,

and any other information relating to the operation of the Business within the current possession of Seller, in each case, exclusively related to the Business.

**1.4 Purchase Price.**

(a) As an aggregate purchase price for the Acquired Assets (the” **Asset Purchase Price**”), Purchaser shall deliver, upon closing, certified funds in the amount of \$550,000. Purchaser shall also deliver, upon closing, to Seller a Secured Promissory Note in the amount of \$600,000, which shall be payable as follows:

- (i) \$180,000 six months from the date of closing; and
- (ii) \$420,000 eighteen months from the date of closing.

The sum of which shall equal the agreed upon total purchase price of \$1,150,000.

**1.5 Condition of the Acquired Assets.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, EACH ASSET IS SOLD IN AN “AS IS,” “WHERE IS” CONDITION AND “WITH ALL FAULTS.” THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND BUYER RELEASES AND RENOUNCES, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, WHICH IT MAY HAVE AGAINST THE SELLER ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY DEFECT IN ANY ASSET OR ANY COMPONENT OR OTHER ITEM DELIVERED PURSUANT TO THIS AGREEMENT, WHETHER OR NOT DISCOVERABLE BY SELLER OR BUYER OR ANY WHOLLY OWNED SUBSIDIARY OF BUYER. THE PARTIES SPECIFICALLY STATE, ACKNOWLEDGE AND AGREE THAT AS RESPECTS THE CONDITION OF EACH ASSET, THERE IS: (A) NO WARRANTY AS TO THE PRODUCTIVENESS, SUITABILITY, USE, CAPACITY OR CONDITION OF ANY ASSET, VALUE, DESIGN, QUALITY, DURABILITY, COMPLIANCE WITH SPECIFICATIONS, MANUFACTURE, OPERATIONS OR CONDITION OF ANY ASSET, OR ANY COMPONENT OR OTHER ITEM DELIVERED PURSUANT TO THIS AGREEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, WITH RESPECT THERETO; (B) NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE; (C) NO REPRESENTATION OR EXPRESS OR IMPLIED WARRANTY OF FREEDOM FROM ANY CLAIM BY WAY OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR THE LIKE; (D) NO EXPRESS OR IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (E) NO OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM THE ACTUAL OR IMPUTED

NEGLIGENCE OF EITHER PARTY OR ITS ASSIGNS; AND (F) NO OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY TANGIBLE OR INTANGIBLE THING, FOR LOSS OF USE, REVENUE, PROFIT OR TAX BENEFIT, OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING.

**2.1 Assumed Liabilities.** Purchaser does not assume the debts, obligations, and liabilities of Seller except as set forth in Addendum B.

**3.1 Allocation of Purchase Price.**

(a) An allocation of the purchase price is included in Addendum H.

(b) Seller and Purchaser will, to the extent permitted by applicable law, adopt and use the amounts allocated to each asset or class of assets as set forth above for purposes of all federal, state, and other tax returns or reports of any nature filed by it, and neither Seller nor Purchaser will voluntarily take any position inconsistent therewith on examination of any such tax returns or reports, in any claim for refund, in any litigation, or otherwise with respect to such tax returns or reports unless otherwise required by applicable law.

**3.3 Further Assurances.** At the Closing and from time to time after the Closing, at the request of Purchaser and without further consideration, Seller shall promptly execute and deliver to Purchaser such certificates and other instruments of sale, conveyance, assignment, and transfer, and take such other action as may reasonably be requested by Purchaser to more effectively to sell, convey, assign, and transfer to and vest in Purchaser or to put Purchaser in possession of the Acquired Assets in accordance with the terms of this agreement.

**4. Representations of Seller.** Except as otherwise set forth in any Schedule attached hereto, Seller represent to Purchaser as follows:

**4.1 Organization.** Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Georgia. Seller has the requisite limited liability company power and authority to own the Acquired Assets and to carry on the Business as presently conducted. Seller is qualified to do business in Georgia.

**4.2 Authority.** Seller has the limited liability company power and authority to enter into this agreement and to consummate the transactions contemplated hereby. The execution and delivery of this agreement by Seller and the consummation by Seller of the transactions contemplated hereby have been duly authorized by all requisite limited liability company action on the part of Seller and no other action is necessary to authorize this agreement or to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Seller and constitutes the valid, binding, and enforceable obligation of Seller, subject only to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance, and other laws affecting creditors' rights generally from time to time in effect and to general equitable principles (whether considered in a case at law or in equity).

**4.3 No Violations.** The execution and delivery of this agreement by Seller do not, and the consummation by Seller of the transactions contemplated hereby will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination under, or accelerate the performance required by, or result in the creation of any material lien, security interest, or other encumbrance, other than the Permitted Encumbrances (as hereinafter defined) (an "Encumbrance") upon any of the Acquired Assets under any provision of:

(a) any law, statute, regulation, or judicial or administrative decision applicable to Seller, the Business, or the Acquired Assets,

(b) the certificate of formation or limited liability company agreement of Seller,

(c) any mortgage, note, deed of trust, license, governmental permit, lease, contract, or agreement or other instrument or obligation to which Seller is a party or by which the Acquired Assets are or may be bound,

(d) any judgment, order, writ, injunction, or decree of any court, governmental body, administrative agency, or arbitrator applicable to Seller, the Business, or the Acquired Assets, other than conflicts, violations, defaults, rights of termination, or Encumbrances that, either individually or in the aggregate, are not reasonably expected to have a material adverse effect. Except as disclosed on Schedule 4.3, no consent, approval, or authorization of, or registration, declaration, or filing with, any governmental authority, and no consent of any person under any contract to which Seller is a party, is required to be obtained or made by Seller in connection with the execution and delivery of this agreement by Seller or the consummation by Seller of the transactions contemplated hereby, other than consents that if not obtained will not have a material adverse effect, or

(e) Any third party covenant not to compete agreements or commitments made by Seller to any party other than the Purchaser, including, any prior covenant not to compete agreements to which Seller are a party to, involving the sale of assets, Goodwill, or any non-compete provisions with respect to the same.

For purposes of this agreement, “Permitted Encumbrances” means (1) liens for taxes not yet due and payable or delinquent, (2) minor imperfections of title, easements, restrictions and encumbrances of record, (3) liens in respect of pledges or deposits under

workman's' compensation laws or similar legislation; (4) carrier's, warehouseman's mechanics, laborers' and materialmen's and similar liens, if the obligations secured by such liens are not then delinquent or are being contested in good faith by appropriate proceedings which, in the case of all of the foregoing (1)-(4), could not be reasonably expected to, individually or in the aggregate, materially interfere with the present use of or materially impair the value of the Business or the Acquired Assets or otherwise have a material adverse effect.

**5. Representations of Purchaser.** Purchaser represents to Seller:

**5.1 Organization.** Purchaser is a Texas resident.

**5.2 Authority.** Purchaser has the power and authority to enter into this agreement and to consummate the transactions contemplated hereby. This agreement has been duly executed and delivered by Purchaser and (assuming due authorization, execution, and delivery hereof by Seller) constitutes the valid, binding, and enforceable obligation of Purchaser, subject to applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance, and other laws affecting creditors' rights generally from time to time in effect and to general equitable principles (whether considered in a proceeding at law or in equity).

**5.3 No Violations.** The execution, delivery and performance by Purchaser of this agreement and the other agreements contemplated hereby to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, by-laws or other organizational documents of Purchaser; (b) conflict with or result in a violation or breach of any provision of any law or



governmental order applicable to Purchaser; or (c) require the consent, notice or other action by any third party under any contract to which Purchaser is a party. No consent, approval, permit, governmental order, declaration or filing with, or notice to, any governmental authority is required by or with respect to Purchaser in connection with the execution and delivery of this agreement and the other agreements contemplated hereby and the consummation of the transactions contemplated hereby and thereby.

**5.4 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 contemplated by this agreement or the other agreements contemplated hereby based upon arrangements made by or on behalf of Purchaser.

**6. Certain Covenants and Agreements of Seller and Purchaser.** The covenants and agreements that are to be observed or performed at any time after the Closing shall survive the Closing and be enforceable in accordance with their respective terms.

**6.1 Non-Compete.** Other than products and services provided to XTac Technologies, LLC by the Seller (which are the lasertag product families either sold direct to businesses or to individual consumers consisting of the components as listed on Addendum C), Seller hereby covenants and agrees that, for a period commencing on the Closing Date and ending five (5) years following the date of Closing, Seller shall not, and shall cause all of its Subsidiaries and Affiliates, not to, Compete, directly or indirectly, with the Purchaser by engaging, in any capacity, in the sales, marketing, promotion, manufacture (with the exception of Section 8.5) or distribution of any of the products reflected under Addendum D. For purposes of this provision, "Compete" means (i) to, directly or indirectly, conduct, facilitate, participate or engage in, or bid for or otherwise

pursue a business, on a global geographic basis, whether as a principal, sole proprietor, partner, stockholder, or agent of, or consultant to or manager for, any Person, or (ii) to, directly or indirectly, have any ownership interest in any Person or business which conducts, facilitates, participates or engages in, or bids for or otherwise pursues a business, whether as a principal, sole proprietor, partner, stockholder, or agent of, or consultant to or manager for, any such Person, in each case except as a passive investor with a non-controlling interest in such Person.

**6.2 Seller's Provision of Manufacturing Services.** Seller shall manufacture the products which are listed under Addendum D exclusively for the benefit of Purchaser for a period of one (1) year following the date of closing. Seller shall procure components, parts, and raw materials (collectively "Components") and manufacture, assemble, test, inspect, and configure these parts and Components into finished goods ("Products") in accordance with the specifications used in the Business immediately prior to Closing. All Products sold to Purchaser by Seller shall be under warranty for one year from Seller's shipment of the Products in the form of the Seller's standard product warranty as set forth on Addendum E. Seller shall provide these Products to Purchaser at the "Total Cost" as indicated for each Product under Addendum D. Seller may amend the Total Cost (up or down as the case may be) if the price of materials procured by the Seller varies from their current level, provided, however Seller shall give Purchaser advance notice of any price increase due to such materials. Seller may not amend the price of the products for any cost component other than the price of materials. Seller shall provide Purchaser with a breakdown of the Total Cost, as indicated in Addendum D, upon request. During the one

(1) year applicable to this Section 6.2, Seller may not increase the amount of Labor charge, SG&A charge, Mark-up or any other cost without obtaining Purchaser's approval.

Following the expiration of the initial one (1) year term in connection with Seller's manufacturing service, the parties may mutually agree to extend the agreement, or the Purchaser may elect to terminate the manufacturing provision of this agreement, at which point Purchaser would be entitled to seek manufacturing services from a third party. Should Purchaser elect to procure manufacturing services from any party other than Seller, Seller shall immediately cease the manufacture of the Products listed in Addendum D, and Seller shall not be entitled to any compensation or damages in connection with Purchaser's election to terminate Seller's Manufacturing agreement.

**6.3 Laser Module.** Seller shall retain ownership of the laser module technology owned by the Seller as of the date hereof related such technology assigned accession number 1620075-000 by the Department of Health & Human Services of the United States Food and Drug Administration (the "Laser Module"). Seller grants to Purchaser an exclusive, permanent, license to manufacture, market and sell the Laser module; provided, however, Seller may continue to license the Laser Module to XTac Technologies, LLC and manufacture for, and sell the Laser Module to, XTac Technologies, LLC. Seller shall make all the drawings, plans, schematics, suppliers and all other inputs necessary for the production of the Laser Module available to Purchaser. Seller shall not be entitled to any compensation in connection with Laser Module license agreement beyond the purchase price under Section 1.3 of this agreement.

**6.4 Existing Agreements.** Seller shall assign to Purchaser the agreements included under Addendum F and Seller shall use commercially reasonable efforts to obtain

any required consents of third parties associated with such assignment. Purchaser shall reasonably cooperate with Seller in obtaining such consents to assignment. Purchaser agrees to be bound by the terms of the agreements under Addendum F upon such assignment; provided, however, Purchaser shall not be liable for any claims or damages in connection with any acts by Seller prior to the date of Closing, and Purchaser shall not be liable for any claims by the counterparties to these agreements in connection to claims concerning the assignment of such contracts to Purchaser.

**7. Closing.**

**7.1 Closing Date.** The closing of the transactions provided for herein (the "Closing") will take place upon the execution of this Agreement, (the date of the Closing being the "Closing Date"). For all purposes of this agreement, the transactions consummated at the Closing shall be deemed to have been consummated as of the close of business on the Closing Date (the "Effective Date").

**7.2 Closing Deliverables.** At the Closing (or at such time set forth below):

- (a) Seller shall execute and deliver to Purchaser the General Assignment and Warranty Bill of Sale; and
- (b) Purchaser shall execute and deliver to Seller, as the case may be, the Promissory Notes.

**8. Survival of Representations and Warranties; Indemnification.**

**8.1 Survival.** The respective representations of Seller and of Purchaser hereunder shall survive for a period of two years from the Effective Date, if a party claiming any breach of any such representations and warranties shall give written notice to the other party within such two-year period. Any covenants or agreements herein that by

their terms apply to periods after the Closing shall survive the closing of the transactions contemplated hereby.

**8.2 Indemnification of Purchaser.** Subject to the terms of Section 1.5 and Section 8.5 below, Seller shall defend, indemnify, and hold harmless Purchaser and his successors and assigns (individually, a "Purchaser Indemnitee" and collectively, the "Purchaser Indemnitees") against and in respect of:

- (a) any and all losses, damages, deficiencies, liabilities, or expenses (including reasonable attorneys' fees and expenses, whether incurred in arbitration, at trial or on appeal) ("Damages") suffered or incurred by any such Purchaser Indemnitee that are caused by, or result or arise from, any failure by Seller to perform or otherwise fulfill or comply with any undertaking or other agreement or obligation to be performed, fulfilled, or complied with by Seller hereunder; and
- (b) all Damages suffered or incurred by any Purchaser Indemnitee that are caused by, or resulting or arising from, any breach of any representation or warranty of Seller contained in this agreement.

**8.3 Indemnification of Seller.** Subject to the terms of Section 8.5 below, Purchaser shall defend, indemnify, and hold harmless Seller and its successors and assigns (individually, a "Seller Indemnitee", and collectively, the "Seller Indemnitees"), against and in respect of:

- (a) any and all Damages suffered or incurred by any Seller Indemnitee that are caused by, or result or arise from, any failure by Purchaser to perform or otherwise fulfill or comply with any undertaking or other agreement or obligation to be performed, fulfilled, or complied with by Purchaser; and

(b) all Damages suffered or incurred by any Seller Indemnitee that are caused by, or resulting or arising from, any breach of any representation or warranty of Purchaser contained in this agreement.

**8.4 Notice and Opportunity to Defend.** If any action, suit, proceeding, claim, liability, demand, or assessment is asserted against any Purchaser Indemnitee or any Seller Indemnitee (the "Indemnitees") in respect of which such Indemnitees propose to demand indemnification, such Indemnitees shall promptly notify the party obligated to provide indemnification pursuant to Section 8.2 or 8.3 (the "Indemnifying Party"), stating in the notice with particularity the nature and basis of the claim with respect to which indemnification is being demanded. Subject to rights of or duties to any insurer or other third person having liability therefor, the Indemnifying Party shall have the right to assume the control of the defense, compromise, or settlement of any such action, suit, proceeding, claim, liability, demand, or assessment, including, at its own expense, employment of counsel if the Indemnifying Party shall have exercised its right to assume such control, the Indemnitees (1) may, in their sole discretion and at their own expense, employ separate counsel to represent them in any such matter, and in such event counsel selected by the Indemnifying Party shall be required to cooperate with such counsel of the Indemnitees in such defense, compromise, or settlement for the purpose of informing and sharing information with such Indemnitees and (2) will, at their own expense, make available to the Indemnifying Party those employees of the Indemnitees (including, in the case of Purchaser, the Business) whose assistance, testimony, or presence is desirable to assist the Indemnifying Party in evaluating and in defending any such action, suit, proceeding, claim, liability, demand, or assessment, and any such access shall be conducted in such a manner

as not to interfere unreasonably with the operations of the businesses of the Indemnitees (including, in the case of Purchaser, the Business). The Indemnifying Party shall not compromise or settle any such action, suit, proceeding, claim, liability, or assessment without the consent of the Indemnitees, which consent shall not be unreasonably withheld, conditioned, or delayed.

**8.5 Certain Limitations Applicable to Breach of Representations or Warranties.** No Damages shall be asserted by a Seller Indemnitee or a Purchaser Indemnitee with respect to any claim that is covered by insurance or with respect to facts that are disclosed in this agreement or any schedule or exhibit hereto. Notwithstanding anything to the contrary, (1) the Seller shall not be liable hereunder to Purchaser as a result of any misrepresentation or breach of any representation, warranty, covenant, or agreement contained in this agreement, unless and until the Damages incurred by the Purchaser as a result of such breach under this agreement shall exceed, in the aggregate, \$11,500 (the “**Basket Threshold**”), and once such Damages incurred by the Purchaser exceeds \$11,500, the Purchaser shall be entitled to indemnification for Damages in the amount of the Basket Threshold, plus Damages in excess of \$11,500. The aggregate amount of all Damages for which Seller shall be liable pursuant to Section 8.2 shall not exceed \$200,000 After the Closing, the rights set forth in Section 8.2 shall be the Purchaser’s sole and exclusive remedy against the Seller for any claim or dispute relating in any way to the subject matter of this agreement, except to the extent specifically provided otherwise in any other agreement or instrument contemplated by this agreement.

**9. Miscellaneous.**

**9.1 Expenses.** Each of the parties hereto shall pay the fees and expenses of its respective counsel, accountants, and other experts and shall pay all other expenses incurred by it in connection with the negotiation, preparation, and execution of this agreement and the consummation of the transactions contemplated hereby. Purchaser shall bear all costs of any documentary, stamp, sales, excise, transfer, or other tax or recording or filing fees and charges payable in respect of the sale of the Acquired Assets.

**9.2 Governing Law.** The laws of the State of Texas shall govern all matters arising out of this agreement without reference to choice of law principles, including all matters of construction, validity, and performance.

**9.3 Judicial Proceedings; Waiver of Trial by Jury.** Any judicial proceeding brought against any party to this agreement in accordance with this agreement with respect to any claim related to this agreement shall be brought in any court of competent jurisdiction in the County of [\_\_\_\_], State of Texas, and, by the execution and delivery of this agreement, each party to this agreement accepts, generally and unconditionally, the exclusive jurisdiction of such courts and any related appellate court and irrevocably agrees to be bound by any judgment rendered thereby in connection with any claim related to this agreement and brought in such a court in accordance with this agreement and irrevocably waives any objection it may now or hereafter have as to the venue of any such proceeding brought in such a court or that such a court is an inconvenient forum. Each party to this agreement hereby waives trial by jury in any judicial proceeding to which it is a party involving any claim arising out of or related to this agreement.



**9.4 Entire Agreement.** This agreement (including the Exhibits and Schedules attached hereto, all of which are a part hereof) contains the entire understanding of the parties hereto with respect to the subject matter contained herein, and except as otherwise provided herein, supersede and cancel all prior agreements, negotiations, correspondence, undertakings, and communications of the parties, oral or written, respecting such subject matter.

**9.5 Amendments.** The parties may amend this agreement only by a writing executed by the parties or their respective successors or assigns.

**9.6 Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 9.6):

If to Seller:

Galahad Entertainment, LLC  
1707 Post Oak Blvd., #533  
Houston, TX 77056  
Email:  
Attention:

with a copy to:

Basheer Law Firm, P.C.  
12808 West Airport Blvd, Suite 331  
Sugar Land, TX 77478  
Email: ybasheer@basheerlawfirm.com  
Attention: Yahya Basheer

If to Buyer:

East West Wisconsin, LLC  
c/o East West Manufacturing, LLC  
4170 Ashford Dunwoody Rd  
Atlanta, GA 30319  
E-mail: sellyson@ewmfg.com  
Attention: Scott Ellyson

with a copy to:

Squire Patton Boggs (US) LLP  
1230 Peachtree Street NE, Suite 1700  
Atlanta GA 30309  
E-mail: wayne.bradley@squirepb.com  
Attention: Wayne Bradley

**9.7 Counterparts.** This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this agreement.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Purchaser and Seller have executed this Asset and  
Goodwill Purchase Agreement effective as of the date first written above.

**PURCHASER**

**Galahad Entertainment, LLC**

By 

Name:

Title:

Ziad Dargham  
CEO

**SELLER**

**East West Wisconsin, LLC**

By 

Name:

Title:

Scott Ellyson  
CEO

[Signature Page to the Asset and Goodwill Purchase Agreement]

**Addendum A**

**Acquired Assets**

- a. The assets identified on the attachment hereto;
- b. The intellectual property rights identified in Addendum G;
- c. Trade fixtures exclusively related to the Business;
- d. All claims, rights and causes of action against third Persons exclusively related to the Acquired Assets;
- e. All books and records exclusively related to the Acquired Assets;
- f. Any and all client, vendor and supplier lists exclusively related to the Business to the limited extent owned by Seller; and
- g. The agreements of the Seller set forth on Addendum F

# Addendum A: iCOMBAT Assets

ASSETS	QUANTITY
<b>Molds and Tooling</b>	
StressX Belt	1
Wireless Headband - Any Color	1
irM4 Rifle (Gen 2)	1
Wireless Vest (Gen 2) - Any Color	1
Invictus	1
Wireless Plateloader - Any Color	1
irM4 Smart Mag	1
irSMG Rifle (Gen 3)	1
Invictus 5 Gang Battery Charging Station	1
Invictus Sensor Sling	1
Hero Blast - Any Color	1
Respawn Pod	1
Hero Blast Vest - Any Color	1
Wireless Target	1
SMG 5 Gang Battery Charging Station	1
Dominator	1
Hells Bells	1
Shot Gun (Gen 3)	1
M249 SAW (Gen 3)	1
Hero Blast Charging Station	1
irGrenade	1
Wireless Bandoleer	1
Valkyrie	1
Barracuda (Discontinued) To be replaced by Valkyrie	1
<b>Computers, laptops and electronics</b>	
Ocie Mathenia	1
Ike Ireland	1
Stephanie Villers	1
Brandon Mijokovic	1
<b>Raw Materials</b>	
IC, Inverter, 74HCT04, 6 Gates, SOIC14	866
FDT439, FET, Power, 30V, 6.3A, SOT223-3, N Channel	324
High Power Infrared, Clear Blue-Grey, T1 3/4	146
71349 Rev B, Lens Holder, Dwg Predator Games	171
IR Receiver Module, PM2 (OGV), -0.3V to +6.0V	113
Serial EEPROM, AT93C46, 64 x 16, 2.7V - 5.5V	1
2-Input Nand Gate, 74LVC1G00, 5.5V, SOT23-5	567
Zigbee 3.0, PCB Ant, TH MT	198
Voltage Regulator, LDO, SOIC-8 Pkg	7
85924 Rev F, Barrel, Series II, Aluminum,	22
^3^ 430F2481, Microcontroller, LQEP-64	147
Serial EEPROM, 25256, 256K X 8, 6.25V, SOIC8	22
1 Conductor, 26AWG, Red, Amp-In Terminal	40
Lens, Clear, Achromatic Doublet, 18mm Dia	166
16.000MHz, +/-30ppm, SMT, 18.0pF	381
89012 Rev , Tube Hollow	91
89014 Rev , Shim	182

89015 Rev ,Plunger,Trigger	91
89162 Rev ,Tube,Inside	55
UMC,PLUG-SMA JACK 1.37 150MM	7
Box,Plastic,4.62 X 3.11 X 0.95,Black	22
Rubber Duck,Swivel,RP-SMA	54
89369 Rev ,Mounting Plate	61
Zigbee,100MW,With U.FL CONN	126
^3^ FT245BL,USB to Parallel FIFO,LQFP-32	93
EEPROM,64X16,2.5V,SOIC-8 Package	244
89405 Rev ,USB to USB Mini	35
Bead,40 ohm,1A,0805 Package	79
^1^ TPA2005,Audio Amp,MSOP-8 Pacakge	116
LT1961,Voltage Regulator,MSOP-8 Package	30
AD8565,Op Amp,SOT-323-5 Package	27
LP38692,Low Drop Out Regulator,6-LLP Package	45
MSP430F2122,MCU,16 Bit,4K,QFN-32 Package	24
^3^ MMA7331,Accelerometer,4-12G,LGA-14	46
74LV4053,MUX/DEMUX,SOIC-16 Package	319
Custom,Eagle Eye II,Surface Mount	548
90403 Rev ,Membrane Switch	35
4 Cond,26AWG,Flat Modular	28800
91314 Rev 1,Enclosure Clip,Double,Spring Left	10858
91315 Rev 1,Enclosure Clip,Double,Spring Right	19326
91316 Rev ,Enclosure Clip,Single Tab	11077
91317 Rev ,Enclosure Clip,Single Spring	10068
91318 Rev ,Enclosure USB Cover	730
91319 Rev ,Enclosure Screw	6766
91320 Rev ,Enclosure Lens,Clear	300
91321 Rev ,Enclosure LCD Gasket	2565
91642 Rev A,Washer	305
Buzzer,Magnetek,SMT	772
1.5W,8 ohm,96dB@600Hz,1.5in Leads	96
Solenoid,w/ Body,Nylon Washer & Steel Plunger	314
96310 Rev E,Membrane Switch,Vest Controller	478
96324 Rev ,Button,Sensor Housing,Red	2102
96782 Rev ,Antenna with Bobbin	294
3V,Coin Cell,Horizontal PCB Mounting	68
SMT,125KHz	1196
Micro,SPST	686
^2^,TMS37157,RFID Transponder,134.2KHz,QFN-16	203
MSP430G,RISC MCU,16 Bit,16MHz,TSSOP-14 Pkg	11
Reed,Miro Miniature,SPST	95
4MHz,Ceramic Resonator	2157
430F2131,Microcontroller,QFN-24	54
PCS9539,I/O Expander,16B,24VQFN Package	148
97484 Rev B,M4 Trigger	858
97485 Rev B,Fire Selector,Aluminum,Die Cast	1449
97486 Rev ,Sear,Machined	224
97487 Rev ,Arm, Hall Effect Selector	359
97488 Rev ,Selector Detent	2066
97493 Rev ,Rod,Solenoid,Machined	77
97495 Rev ,Valve Seat,Front	128
Hammer,Rear Bolt	35

97501 Rev ,Sleeve,Plastic	980
97502 Rev ,Bushing,Light	2000
97503 Rev ,Lens Retainer	2000
97507 Rev ,Spring,Magazine Catch	282
97509 Rev B,Button,Magazine Catch	128
Catch,Magazine	999
97513 Rev ,Spring,Charge Handle Return	163
97537 Rev ,Valve Plug	95
Plunger Valve	82
97550 Rev ,Magazine Body,Left	753
97551 Rev ,Magazine Body,Right	752
Shuttle,Air Disconnect Valve,Machined,Rev B	41
Battery Pack,3.7V,2400mAh,10K NTC,Li-Ion	389
97621 Rev ,Gun/Battery Split,3 Cond,26AWG	143
97780 Rev ,Enclosure,2 Piece	182
97823 Rev A,Boot,Barracuda Rubber Cover	301
irM4 Barrel Board,Rev B	100
Shipping Box,White	24
Packaging,Vest Shipper	265
Orange,T-1 Package	165
98105 Rev ,irTarget Enclosure	179
Rifle Case,40in,with Convuluted Foam	128
Dowel Pin,0.125 Dia X 0.375 L,Hardened Steel	1386
98435 Rev ,Pin,Receiver	339
M16A3 Carry Handle	145
M4 Collapsable Butt Stock	294
M4 Fore Grip,2 Piece Set (6.634 in)	966
98693 Rev ,M4 Front Sight	364
98694 Rev A,USB Plug	301
98706 Rev ,Main,Vest Controller	1407
98776 Rev ,Spring,Selector	843
98777 Rev ,Spring,Trigger	224
98811 Rev A,Barrel Assembly,	36
98829 Rev ,Magazine Valve Kit	19
98830 Rev ,Gun Body Valve Assembly	272
74CBTLV3125,FET Bus Switch,TSSOP-14 Package	139
CO2 Cartridge,12 Gram Powerlet,500 Count Case	2924
99493 Rev ,8-32, 0.245 ATF,Black Oxide	1427
99494 Rev ,CBLAssy,Gun/BarrelSplit,4Cond26AWG	109
Smart Mag Board,Rev 3	196
99777 Rev ,Spring,Barrel	594
99778 Rev ,Bobbin Holder	2230
irM4 Main Board,Rev 6	64
100256 Rev ,90 shore a seal for mag valve	1018
irVest Controller,Rev 5	120
100746 Rev ,Laser Mounting Sleeve	18
101142 Rev B,Fabric Vest,Black	165
101776 Rev ,Short Barrel Assembly	210
102355 Rev ,Membrane Switch,Stress X Belt	1
25256,EEPROM,32K x 8,TSSOP-8 Package	321
^3^ Infrared,950nM,Top View,SMD Gull Wing	279
^2A^ 7-Segment,2 Digit,.3 HT,Red,SMT Package	301
Receiver Module,RE06SMT	3

^3^,TUSB2046,4-Port USB Hub Controller,LQFP-3	15
12.0MHz,XO,3.3V,50ppm	10
102946 Rev ,Safety Tip,Orange	160
103083 Rev ,Bushing,Spring Guide,Firecracker	164
430G2302,Microprocessor,4KX8 Flash,TSSOP-14	176
103371 Rev B ,Enclosure,Top,StressX Belt	86
103372 Rev ,Enclosure,Base,StressX Belt	58
Vibration,10mm Dia,280mA,3V	1689
103377 Rev ,Belt Vibration Motor	19
68M,1W,5%,Metal Film,200ppm	246
RED,1.8V,RTA PC MNT,5mm	211
GRN,2.2V,RTA PC MNT,5mm	216
SPST-NO,BLUE,12V,RTA	222
SPDT,5A,SILVER V/RA	36
ECLAMP2522P,USB FILTER,SLP1616P6	210
StressX Adapter Main BD	39
MSP430F2132,MCU,16 Bit,8K,QFP-32 Package	3
8 POS,FLAT,FLEX,1mm PITCH,2.0in L	168
Front Panel Switch,StressVest Adapter	86
TABLET BRACKET LOWER,ALUM,BLK ANODIZED	2
TABLET BRACKET UPPER,ALUM,BLK ANODIZED	50
USB TYPE A TO MINI B5,0.5m LG	1
CLAMP,1/8 CABLE,ADH BACK	917
CLAMP,1/8 CABLE,#4	12
103640 Rev ,LENS,0.725 DIA,0.070 THK,RED	63
^3^ INFRARED EMITTER,3.0 x 1.0mm,RTA	12
103656 Rev ,GRIP,TABLET,RIGHT	6
103657 Rev ,GRIP,TABLET,LEFT	7
PIC16F630,SOIC14	7
MCP1702T-3302E/CB,RED LDO,3.3V,250mA,SOT-23A	240
^1/2^ PTC RESETTABLE,0.10A,15V,CHIP 0805	214
103704 Rev A,Fabric Vest,Camo	334
StressVest Belt Main Board,Rev B	42
irTablet Main Board,Rev C	1
RF Daughter Board,Rev A	100
104366 Rev ,Dust Cover,StressX,Cloth	100
O-Ring,Valve Spacer	313
104375 Rev ,O-Ring,Valve Body	1702
104376 Rev ,O-Ring,Valve Shuttle	189
Adapter Analog Board	44
Housing,8 Position (8X1)	285
104587 Rev ,HV Board	11
HV Board,Rev C1	42
^4^ TSOP75230W,irReceiver 30KHz	2541
74AHC1G09,AND Gate,SOT-23-5 Package	2288
105180 Rev ,Shock Warning,Stress X Belt	49
105249 Rev ,Safety Tip,Orange,Pistol	127
^3^ Red,655nm,6.7mcd,0603 Package	1413
Orange,605nm,162.5mcd,Clear Lens,0603 Package	392
105677 Rev ,M4 Buttstock Plug Cap	128
105737 Rev A,Suppressor,1.5 X 6,	98
105914 Rev ,Switch,Membrane,Wireless Headband	527
105963 Rev D,irSensor Enclosure,Front,Red	3859



105964 Rev D,irSensor Enclosure,Back,Red,	2671
105965 Rev C,Enclosure,Front,Headband	1069
105966 Rev E,Enclosure,Back,HeadBand	1380
106093 Rev ,Headband Sensor	195
^2A^ TRI-COLOR,HORIZONTAL,4-PIN CHIP	1032
XBP24-API,ZIGBEE W/ PCB ANTENNA,RF MOD	177
74ACT04,Hex Inverter,TSSOP-14 Pkg,Marked AD04	238
Headband Wireless Sensor Board	1800
106279 Rev ,BROOM GRIP	150
QUAD RAIL	160
SWIVEL,QUICK RELEASE	235
106282 Rev ,SLING,SINGLE POINT	103
106332 Rev ,Patch,iCombat	15
107064 Rev ,Headband Strap,Camo	57
Cable Assy,Split Short Barrel,GEN2,Rev B	85
107301 Rev D,irSensor Enclosure,Front,Blue	411
107302 Rev D,irSensor Enclosure,Back,Blue	5
107406 Rev C,Magazine Prescence Adapter	38
107407 Rev C,Magazine Prescence Buffer Base	162
107408 Rev C,Magazine Prescence Buffer Top	172
107635 Rev A,M4 Magazine Switch	157
SPDT,MOM,SOLDER TERM,LEFT MNT	313
0.625 DIA,HEAT SHRK,BLK,240 IN/PKG	342.5
108443 Rev ,irSensor,Front,Green	432
108444 Rev ,irSensor,Back,Green	585
108445 Rev ,irSensor,Front,Purple	537
108446 Rev ,irSensor,Back,Purple	550
108447 Rev ,M4 Plug Cap Wrench	45
108581 Rev B,GEN2 Rifle Laser/980nm LED Mount	67
M4 GEN2 980nm Laser/LED Board,Rev B	237
108641 Rev D,M4 GEN2 980nm Laser Spacer	219
109005 Rev C,Nipple Wrench,	35
Cable Assembly,Team Vest Sensor Intcon,Rev A	25
109040 Rev B,Cable Assembly,GEN2 Vest Jumper	48
109041 Rev B,Cable Assembly,LFH Sensor,GEN2	46
109042 Rev B,Cable Assembly,RFH Sensor,GEN2	41
109043 Rev B,Cable Assembly,LFM Sensor,GEN2	28
109044 Rev B,Cable Assembly,RFM Sensor_GEN2	47
109045 Rev B,Cable Assembly,RFL Sensor,GEN2	47
109046 Rev B,Cable Assembly,LFL Sensor,GEN2	35
109047 Rev B,Cable Assembly,RRH Sensor,GEN2,	34
109048 Rev B,Cable Assembly,LRL Sensor,GEN2	37
109049 Rev B,Cable Assembly,RRL Sensor,GEN2	98
109050 Rev B,Cable Assembly,SPK Beeper,GEN2	44
109051 Rev B,Cable Assembly,LSPK Sensor,GEN2	32
109052 Rev B,Cable Assembly,LRH Sensor,GEN2,	33
Speaker Board,GEN2,Rev A	120
980nm Laser Spacer,GEN2 Long Barrel,Rev C	142
109417 Rev A,CO2 Roller,0.490 OD	278
^3^ VIOLET,SMT CLEAR,250mcd @ 20mA	1739
GREEN,SMT CLEAR,1800mcd @20mA,525nm	538
BLUE,SMT CLEAR,560mcd @ 20mA,470nm	1377
Dust Cover,USB Mini Type B,Black	476

109695 Rev A,Lever,M4 Magazine,	1072
irTactical CCM Server	130
110022 Rev ,Bandoleer Strap,Black	227
Screw,8-32X1.00,Socket Hd,Black Oxide,w/Patch	128
Screw,8-32X0.25,Socket Hd,Black Oxide,w/Patch	396
Screw,8-32X.625,Socket Hd,Black Oxide,w/Patch	449
Screw,8-32X0.75,Socket Hd,Black Oxide,w/Patch	9
98 Platinum Gun with Modified Barrel	11
110745 Rev B,Cable,GEN2 Vest Speaker,	289
110941 Rev ,Switch,Membrane,Wireless Target	309
USB,Mini B,Female/RTA Male,4 in	53
110979 Rev B,Bracket,Strain Relief	48
111032 Rev ,Charge Handle Assembly	122
111332 Rev ,Vest,Fabric,Camo,Youth	30
Domination Battery Shelf Board	69
DZT591,PNP,1A,60V,SOT-223 Package,Marked KP1	206
Red,Green,Blue,Clear Lens,T-1 3/4 Package	203
Piezo,2KHz,105dB @ 12V,Radial	28
111457 Rev B,Domination Base	200
111458 Rev B,Domination Flange Ring	130
111461 Rev C,Bracket,Wireless Target Mount,	14
111482 Rev D,Carry Strap with Strap Loop,	24
D Ring Stock Swivel	491
Accelerometer,3 Axis,PFN-12 Package,Undefined	1150
62752,LED Driver,SOT-23-6 Package	375
8652,Touch Screen Controller,DFN-14 Package	248
NX2301,MOSFET,P-Channel,SOT-23 Pkg,Marked MG	370
RFID Tag,Wire Type	155
RFID Tag,Steelwave Micro II	390
Spacer,Dominator,Steel,0.1 in Thick,Rev C	148
111959 Rev ,M4 Receiver Assembly	144
Rear Plate,with Connector Hole,Black,Rev D	52
112010 Rev B,Product Label,Dominator,	38
112025 Rev B,Axle,Sear,Spring Steel	155
112055 Rev B,Spring,Buffer	5
^2^,61252,Boost Converter,1.5A,WFDNF-8 Packag	422
Cable,Charger, Mini USB	307
O-Ring,Mag Valve Spacer	1003
^3^,ISD15D00,Digital Audio Interface,QFN-32 Pkg	13
W25Q128,Flash,16M x 8,8 pad WSON 8X6 mm Pkg	12
LM4670,Audio Amp,3W,WFDNF-8 Package	298
112621 Rev ,Dominator,Carrying Case	42
Tool Box,Black,20in X 10.25in X 9in	23
112682 Rev A,Foam Insert Kit,Dominator	62
112781 Rev E,Phenom Adapter,Black	291
Wireless Headband Main Board,Rev 2	237
GEN2.5 Main Board,Rev B5	155
113026 Rev C,Battery,Hero Blast	383
Hero Blast Mode Switch Board	320
SPST,NO,Right Angle,0.05A,12V	109
Hero Blast LED Board	360
113037 Rev C,Body,Hero Blast,Black	99
113038 Rev B,Speaker Mount,Hero Blast,Black	98

113039 Rev C,Handle Sleeve,Hero Blast,Black	64
113040 Rev B,Laser Clamp,Hero Blast,Black,	239
113041 Rev B,Sight,Hero Blast,Red,	232
113042 Rev ,Sight,Hero Blast,Blue	264
113043 Rev ,Sight,Hero Blast,Green	150
113044 Rev ,Sight,Hero Blast,Purple	150
113045 Rev E,Handle,Hero Blast,Red,	82
113046 Rev E,Handle,Hero Blast,Blue,	254
113047 Rev E,Handle,Hero Blast,Green	111
113048 Rev E,Handle,Hero Blast,Purple	180
113049 Rev B,Lens,Hero Blast,Red,	198
113050 Rev ,Lens,Hero Blast,Blue	130
113051 Rev ,Lens,Hero Blast,Green	140
113052 Rev ,Lens,Hero Blast,Purple	150
113053 Rev B,Top,Hero Blast,Red,	78
113054 Rev ,Top,Hero Blast,Blue	425
113055 Rev ,Top,Hero Blast,Green	100
113056 Rev ,Top,Hero Blast,Purple	100
Blade Fuse,SMT,Tin-Nickel Plated	197
113189 Rev A,Hero Blast Aiming Board	137
113221 Rev A,Hero Blast Mode Switch	164
113222 Rev A,Hero Blast Vibration Motor	112
113223 Rev A,Hero Blast Fire Switch,	127
113224 Rev A,Hero Blast Speaker,	62
Speaker,4 ohm,2W,87dB	136
SPST,Momentary,Normally Open,100mA DC,Sealed	331
113249 Rev ,HeroBlast Vest Patch,Red	100
113250 Rev ,HeroBlast Vest Patch,Blue	100
113251 Rev ,HeroBlast Vest Patch,Green	50
113252 Rev ,HeroBlast Vest Patch,Purple	50
113267 Rev A,Fabric Vest,Hero Blast,Red,	15
113268 Rev A,Fabric Vest,Hero Blast,Blue,	10
113270 Rev A,Fabric Vest,Hero Blast,Green,	215
113271 Rev A,Fabric Vest,Hero Blast,Purple,	50
113278 Rev ,Foam,Gasket Speaker,0.031in Thk	936
100 OHM 3A 0603	633
113372 Rev A,Cape,Hero Blast,Black	298
Dominator/Respawn Pod LED Board	59
ir Emitter,940nm,160° View Angle,T-1 Package	18
Tool Box,Black,17in X 9.4in X 9in	30
Foam Insert Kit,Respawn Pod	39
113405 Rev ,Product Label,Respawn Pod	64
113406 Rev ,Carrying Case,Respawn Pod	15
Top Plate,Respawn Pod,Steel,Black,Rev C	20
113461 Rev D,Loop,Wrist Strap,	395
113462 Rev D,Hook,Wrist Strap	392
113465 Rev C,Cable Assy,Main Bd to Front Bd,	131
Cable Assembly,Front Bd to Sensor,Rev B	116
Cable Assy,Main to Dom/Respawn LED Bd,Rev A	79
^3^,LPC1837,ARM CORTEX-M3 MICRONTRROLLER,LQFP1	69
INA199A2,VOLT OUTPUT SHUNT MONITOR,SC70-6	634
Wrench,Nut,Butt Stock	644
113566 Rev ,Gasket, Hero Blast Battery	268

113569 Rev ,Gasket,LED Board	321
Cover Plate,Clear Polycarbonate,5.060in Dia	25
113773 Rev A,Bracket,Assault Pod,	25
Bracket,Upper,Tablet,for MS Surface Pro 3	39
Cable Assembly,SMA,M/F,8.5in	3
Left Angle USB 3.0 Male to Female Adapter	15
114173 Rev B,Product Label,Assault Pod	48
Front Board,Rev 2	320
USB Charging Board,Rev 3	320
Foam Bottom,Charcoal,Hero Blast	88
MIC5219,LDO Regulator,3.3V,SOT-23-5 Package	933
HERO BLAST 980mn LASER PCB	100
114435 Rev ,WIRE ASSEMBLY,HERO BLAST LASER	103
114475 Rev B,Cable Assembly,USB Gharging,	205
114479 Rev E,Laser Housing,Hero Blast,	93
114483 Rev B,Headband Strap,Youth,Red,	95
114484 Rev B,Headband Strap,Youth,Blue	309
114485 Rev B,Headband Strap,Youth,Green,	100
114486 Rev B,Headband Strap,Youth,Purple,	100
114487 Rev C,Cable Assembly,Sensor to Sensor	123
114499 Rev C,Gasket,Display	557
Foam Top,With Adhesive,Charcoal,Hero Blast	86
Hero Blast Main Board,Rev 3	112
Outer Tube,Respawn Pod,Rev B	33
Outer Tube,Dominator,Rev B	51
Mask,Hero Blast,Red/Blue	6
Mask,Hero Blast,Green/Purple	902
24AWG,Red,12in Long,Amp-In Terminal,Rev B	36
24AWG,Black,12in Long,Amp-In Terminal,Rev B	30
24AWG,Green,12in Long,Amp-In Terminal,Rev B	14
24AWG,Blue,20in Long,Amp-In Terminal,Rev E	77
26AWG,Black,4in Long,Amp-In Terminal,Rev B	98
26AWG,Red,4in Long,Amp-In Terminal,Rev B	44
Eagle Eye,Rev L,RoHS Compliant	102
PCB, TV Sensor Bd, Rev A	80
115850 Rev A,Box Stop Bracket	18
Cable Assy,Hero Blast Charger PoGo,Rev B	126
Hero Blast Charger Board	26
Green,525nm,Clear Lens,130°,1206 Package	62
Light Pipe,3mm,Round	106
116027 Rev C,Enclosure Top,Hero Blast Charger	76
Enclosure Bottom,Hero Blast Charger,Rev B	118
Universal Power,6ft, NEMA 5-15P to IEC C13	32
116035 Rev B,Retainer,PoGo,	491
Bracket,Solenoid,Rev B	21
Torque Driver,1/4 in Head,11 to 29 lbs	6
Snap Ring Pliers with Interchangeable Head	5
116496 Rev A,M4 Butt Stock Washer,with Tooth,	1742
116554 Rev D,Overlay,Flash Bang Switch	411
Storage Case,20 Bin	1
Tact,SPST,NO,SMT	38
116710 Rev E,Enclosure,Top,Flash Bang,Clear,	317
116711 Rev C,Enclosure,Bottom,Flash Bang,BLK	317

116712 Rev ,Foam,Top,Flash Bang	306
116713 Rev ,Foam,Bottom,Flash Bang	122
116727 Rev A,LED Support Ring,Base,	291
116729 Rev A,LED Support Ring,Top	288
116730 Rev A,Siren Base,	284
TPS61087,Step Up Regulator,VSON-10 Package	5
117278 Rev C,Plug,Dominator,Clear,	112
^3^ Green,Flat Top,0402 Package	32
Orange,Flat Top,0402 Package	49
117639 Rev A,Vest,Plateloader,Black	40
0117641 REV B,PLATELOADER EXTENDER SET	43
Foam Disc,HT-805 Silicone,0.5 OD, 0.125 Thk	153
118079 Rev ,Spring,Magazine Drum Valve	1805
Flash Bang Main Board,Rev 3	76
Flash Bang LED Board,Rev 4	9
118578 Rev C,LED Mount,Barracuda,	124
118588 Rev C,Retainer,Barracuda,	230
Power Strip,4 Outlets,2 USB Ports	48
Laser,785nm,CAN Package	65
Barracuda BIB Foam Insert Set	2
118654 Rev B,BIB Outlet Support Ring	27
Tote Box,Wheeled,50 Gallon Capacity	8
Foam Insert,Business In A Box,6 Piece Set	1
AC Power Port,Black	4
M4 785nm Laser Board,Rev A	40
118839 Rev ,Grenade Pouch	30
118847 Rev B,M4 785nm Laser Mount	19
Sportsman Trunk,37.75 X 18.25 X 14.00	9
Plastite,14 X 1-1/2,Philips Pan Head,Plt Stl	1337
119143 Rev B,Laser Mount,980nm,Kameleon	1038
119147 Rev D,Outer Tube,Recoil	250
RECOIL REV A	400
119156 Rev D,Recoil Cable Assy	115
119218 Rev A,Bobbin Half,Recoil	892
119219 Rev A,Spacer,C1,Recoil	1362
Cable Assembly,Plateloader Interconnect,Rev A	274
119240 Rev A,End Cap,with Slot,Recoil	318
119241 Rev A,End Cap,Hammer,Recoil	347
119243 Rev A,Spacer,Armature,0.50in Long	386
119245 Rev A,Plug,Armature,Brass,0.5in Long	181
119246 Rev A,Plug,Armature,Brass	147
119247 Rev A,Tube,Armature,Brass	269
119248 Rev A,Hammer,Armature,Brass	112
M4 785nm Laser Board,Rev B	40
LP3985,Regulator,LDO,3.0V,SOT-23-5 Package	27
120185 Rev B,Magazine Contact,90°	12157
120322 Rev F,Membrane Switch,SMG	320
Heat Shrink,0.125in Dia,Blue	73
SPDT,2 PIN,DIP SLIDE,6V,SMT	214
^3^ LPC1837,MCU ARM,1MB,FLASH,256LBGA	266
TPS562200,REG BUCK ADJ 2A SYNC SOT-23-6	2348
SC16IS752,UART DUAL I2C/SPI,32-HVQFN	272
ADM8320,SUPERVISOR WATCHDOG SOT23-5	431

^3^ TAS5731,AMP AUD PWR 20W STER,48HTQFP	175
LSM303,ACCELEROMETER 12LGA (Do not reorder)	187
220 ohm,4 RES,0804 (0402 X 4)	3982
^6^,SIMBLEE SMT MODULE,SMD	81
EL3H7,OPTOISOLATOR,3.75KV,TRANS,4-SSOP	1473
120720 Rev B,M4 Grip,Right	350
120721 Rev B,M4 Grip,Left	346
74HC165,Shift Register,8 Bit,TSSOP-8 Package	189
LP2980,LDO Voltage Regulator,3.3V,SOT23-5 Pkg	75
29.4912MHz,±20ppm,18pF FUND,4-Pin Mini-CSMD	828
Kameleon 785nm Laser/LED Board,Rev C	25
122148 Rev B,Magazine Contact,Conical	10633
122258 Rev B,Trigger,PWD	553
122259 Rev F,Shuttle	170
122261 Rev A,Shuttle Wire Cap,PWD	660
122262 Rev C,Core Cover,Front	691
122263 Rev E,Core Cover,Back	686
122297 Rev D,Grip,Left,PWD	527
122298 Rev D,Grip,Right,PWD	585
122299 REV B,Mag,Left,PWD	5
122301 Rev B,Magazine Latch,PWD	326
122302 Rev G,Fore Grip,PWD	277
122303 Rev C,Receiver,Left,PWD	21
122304,Rev B,Receiver,Right,PWD	30
122305 Rev D,Butt Stock,PWD	586
122306 Rev F,End Cap,Butt Stock,SMG	721
122307 Rev B,irLens,PWD	493
Enclosure,Charger Top	246
Enclosure,Charger Base	567
Mag Release Lever,PWD,Rev D	520
Spring,Conical,PWD	394
Spring,Shuttle,PWD	969
Spring,Reload,PWD,Rev A	303
Rev A,785nm Laser,PWD	63
Rev B,785nm Laser Spacer,GEN2 Short Barrel	150
^3^ MX25L51245,NOR Flash,64MX8,WSON-8	173
4401,MOSFET,P-Channel,40V,SOIC-8 Package	260
8447,MOSFET,N-Channel,40V,SOIC-8 Package	238
24610,Battery Charger,VQFN-24 Pkg,Marked OAS	245
9246,Hall Effect Switch	32
TPS2051,Power Distribution Switch,SOT-23-5 Pk	272
122830 Rev F,Fore Grip,SMG,Left	277
122831 Rev B,Reload Magnet Boss,SMG	798
122832_Rev C,Butt Stock Lever,SMG	1064
122833 Rev B,Selector Detent,SMG	706
122835 Rev A,Rail AUX Plug	203
122839 Rev D,Trigger Cable,SMG	103
122840 Rev A,Aux Cable,SMG	114
122841 Rev B,Speaker Cable,AB	103
122842 Rev C,Speaker Cable,CD	124
122843 Rev A,Shuttle Cable	49
122844 Rev D,Reload Cable	13
122847 Rev A,Reload Rod	655

122848 Rev A,Reload Handle	470
122849 Rev A,Magazine Latch Spring	537
122850 Rev A,Trigger Spring,Light	922
122852 Rev E,Trigger Spring,Flat	4369
122854 Rev A,Butt Stock Spring	70
122855 Rev A,D-Ring,Open,SMG	67
122856 Rev A,Butt Stock Release	267
122858 Rev A,Laser_Mount_785nm,SMG	152
122859 Rev A,Laser Rear,785nm,SMG	11
122860 Rev A,Laser Gimbel,785nm,SMG	56
112861 Rev A,Gimbel Washer,785nm,SMG	3461
122862 Rev A,Gimbel End Plug,785nm,SMG	255
Aux Board,Rev A	260
SMG Charger PoGo Cable,Rev A	218
SMG Vibration Motor,Rev A	640
PoGo Retainer,5 Mag	772
TS30011-M050 REG BUCK 5V 1A SYNC 16-VQFN	41
2N7002,TMOS FET,General Purpose,60V,0.115A	2112
^3^ Green/Red,Dual Color,SMT,Water Clear	1150
^3^ Yellow,Clear Lens,0402 pkg	249
Light Pipe,Clear,Vertical,11.4mm,Press Fit	100
AC/DC Adapter,24V 9.2A Output	44
SN74LVC1G32,OR Gate,2 In CMOS,SOT-5 Package	244
74LVC1G02,NOR Gate,2 In CMOS,TSSOP-5 Package	895
SC189,Buck Regulator,3.3V,1.5A,SOT23-5 Pkg	1224
MCP6541,1 Comparator,5V,SC70-5	233
MOSFET P-CH 12V 2.6A SSOT-3	1892
124508 Rev A,Mag Release Tool Handle	447
124527 Rev B,Core Warning	968
5 Mag Charger Station Board,Rev B	104
124654 Rev A,Wire Chase Cover	193
124700 Rev A,Barrel Tip,SMG	488
Spring,Selector,SMG	708
124834 Rev A,Headband Strap,Camo	93
SMG Reload Board,Rev D	456
SMG Trigger Board,Rev C	192
125070 Rev B,Plug Insert,USB,SMG	823
10.8V,Li-ion,2600mAh,18650 cell,3S1P	437
Photodiode,940nm,SMT	491
VIBRATION 20mm	634
MCP6001,OP AMP,GP R-R I/O,6V,5 PIN SC-70	411
10M02SCE144,FPGA,QFP-144 Package	763
100MHz,HCMOS,XO,25ppm	1350
129090 Rev 1,Invictus Front Board	246
White,Clear Lens,5mm,Radial	1037
130766 Rev D,Laser Mount Cover,980nm,Kameleon	1350
0130884 Rev C,BATT CASE, LEFT	1198
0130885 REV C, BATTERY CASE RT	1055
131226 Rev B,Battery Contact,90°,3S	5331
0131296 REV A,CONTACT SPACER	1875
Battery Contact Cable, Rev A	70
CAT423,LED Driver,TSOT23-5 Package	239
131668 Rev C,Micro USB Extension,M to F	778

0131704 Rev L,Receiver,Left,Invictus	69
0131705 Rev K,Receiver,Right,Invictus	61
131706 Rev C,Front Board Housing, Invictus	1158
131707 Rev D,Bird,Invictus	286
0131708 Rev D,IR Bird Widow,Invictus	1333
131709 Rev C,Health Board Light Pipe	286
0131710 Rev D,Forgrrip Light Pipe,Left,Invictus	1156
0131711 Rev E,Foregrip Light Pipe,Rt,Invictus	1143
131712 Rev C,Battery Cap,Front,Invictus	702
0131713 Rev B,Battery Cap Latch,Invictus	680
131714 Rev E,Battery Cap,Invictus	721
0131715 Rev E,Bird Board Bracket Base,Invictus	564
0131716 Rev B,Bird Board Bracket Standoff	1169
0131717 Rev E,Grip Board Mounting Bracket	1155
0131718 Rev B,Health Board Bracket,Left,Invictus	1217
0131719 Rev B,Health Board Bracket,Right,Invictus	273
Housing,Laser,Left,Rev E	327
Housing,Laser,Right,Rev D	583
0131724 Rev B,Speaker Bracket,Left,Invictus	217
0131725 Rev C,Speaker Bracket,Right,Invictus	207
Red Dot Laser Diode,Class II,1mW,650nm	10
132223 Bev B,Battery Contact Board	70
132686 Rev C,5 Gang 3S Battery Charger Top	286
132687 Rev A,Pogo Retainer,3S Battery Charger	843
132859 Rev A,WORC Recoil Spacer	690
0132998 Rev B,Bracket,Lanyard,Invictus	1063
1000157 Rev B,CD Speaker Cable	370
1000158 Rev A,Cable,Switch to Left Health Bd Cable,Rev A	217
1000166 Rev B; AB Speaker Cable	373
1000178 Rev D,Wire Chase, 17.5in	424
1000233 Rev C,RJ45 to CAN Interface Cbl	257
1000235 Rev A,Recoil Extension Cable	258
1000236 Rev B,Graphics Bd to Core Bd Cbl	589
1000237 Rev B,Star Port Cable	1619
1000243 Rev D,RJ45 Sensor Cable	103
CAN Interface to Core Bd Cable,Rev A	55
1000246 Rev A,Front Board Cable	665
1000247 Rev A,Core Bd to Left Health Bd Cbl	1364
1000248 Rev A,Bird Bd to Left Health Bd Cbl	605
1000249 Rev A,Grip Bd to Left Health Bd Cbl	970
1000250 Rev A,Core Board to R Health Bd Cable	655
1000251 Rev A,Bird to Right Health Bd Cable	621
1000253 Rev A,Grip to Right Health Bd Cable	571
Invictus Bird Board,Rev B	658
Invictus Grip Board, Rev B	405
Invictus Trigger Board	234
Invictus Graphics Board, Rev B	87
Invictus Health Board, Rev B	522
Enclosure Body,Smart Sensor,Rev C	1728
CAN Interface Board,Rev B	284
Membrane Switch,GEN3 Headband, Rev D	250
Spring,Sharkfin,Rev 1	657
Charge Handle,Shark Fin,Rev B	284



240 x 320 PIXELS,DISPLAY,TFT COLOR	106
LASER MODULE,650nm,1 mW,COAXIAL	84
Red Dot Cable, Rev A	500
O-RING BUNA N SIZE 1x10MM	613
Bell Bracket,Rev B	66
Bell,Nautical	2
Power Supply,AC/DC,12V,60W	13
Wire,22AWG,Twisted Pair,Red/Black	12000
Smart Sensor Board,Rev 3	4607
1001247 Rev E,Heat Shield	516
SPRING SNAP HOOK,1.5in SLING	500
Cable Tie,8in L,Nylon,Black	22
Heat Shrink,.75 Dia,3:1 Shrink Ratio	2394
SPRING,PIGTAIL COMPRESSION,5.278 LG	223
1001498 Rev C,Sensor Sling,Invictus	114
KAMELEON CORE BD REV 07,PCB	329
1001628 Rev B,Sling Mount,Shotgun	419
1001674 Rev C,Receiver,Shotgun,Right	431
1001675 Rev A,Receiver,Shotgun,Left	439
1001676 Rev B,Forend,Shotgun	442
1001677 Rev B,Forend Bumper,Right	457
10011678 Rev B,Forend Bumper,Left	472
1001679 Rev A,Forend Filler Block	892
1001680 Rev B,Adapter,Battery Cap,Right	946
1001681 Rev B,Adapter,Battery Cap,Left	941
1001682 Rev C,Muzzle Brake,Right	461
1001683 Rev B,Muzzle Brake,Left, BLACK	462
1001684 Rev A,IR Lens,Shotgun	415
1001685 Rev B,Magazine Tube Insert	444
1001686 Rev B,Cap,Magazine Tube	462
1001687 Rev E,Stock Body,Right	425
1001688 Rev A,Stock Body,Left	425
1001689 Rev A,Butt Plate	433
1001690 Rev A,Cheek Piece Assy	315
Muzzle Sensor Board, Rev 1	80
1001943 Rev A,Mag Tube Power Sense Cable	42
TRIGGER SPRING,HEAVY	109
1002058 Rev A,Muzzle Sensor Cable	42
1002086 Rev A,Cable,Solenoid Disconnect,8in	215
DC JACK,EJ501B	21
1002088 Rev A, Aux Bd to Core J35 Cable,3in	217
1002094 Rev A,Solenoid Cable,16in	67
1002095 Rev B,IR Sensor LED Cable,13in	64
BRACE,WOOD,2x4,1 1in	20
custom battery,10.8V,2600mAh,18650 cells	545
1003147 Rev A CD Speaker Cable,5in	1594
1003148 Rev A,AB Speaker Cable,5in	196
1003149 Rev A,Ammo Load Cable	55
SG BATTERY RELEASE TOOL HANDLE	83
1003188 Rev B Laser Cable, Shot Gun	140
1003189 Rev B,USB Extension cable, Micro	920
1003459 Rev E,SMG Mag Left Ver 2	2
1003785 Rev D,Latch, Headband Charger	22

LASER MODULE,635nm,300-360uW,COAXIAL,15.5mmX10	757
Turret Terminal, Au plated to 20uin, custom Fab.	4945
Cable,Rev A,Headband Charger PoGo	45
Spring,Compression,0.510 OD, 0.750 Lg, .024 Wire Dia, SS316	188
AD/DC Adapter,12V,6.67A,80W Output	5
Stabilizer, Invictus	65
Enclosure Top, Clear Red, Barracuda	110
Enclosure Base, Black, Barracuda	135
Heatshrink,1/4in,2:1,BLK	68.7
1007928 Rev A,RJ45 Sensor Sling Cable	271
1008036 Rev A,Plateloader Vest, Camo	216
1008040 Rev A,Headband Camo 3.0 With Snap	500
Box,Laser Gun Outer Pack,White	270
Insert, Laser Gun	50
Tray,Laser Gun	247
Bag,Poly,Clear,10in X 30in,1mil Thk	158
Sensor Bd Ver3 PCB	25
LM4040DYM3,CREF SHUNT,5V,SOT23-3	25
SN74AHC1G09DCKR,AND GATE,1 CH,OPEN DRAIN,SC-70	1386
TLC5973DR,LED DRIVER,3 OUTPUT,LINEAR SHIFT REGI	6
1008591 Rev B,Membrane Switch, Headband V3.1	38
1008969 Rev A,Headband Sensor Cable Ver3.1	64
ZIGBEE,TXRX MOD BLE CHIP ANT	248
NC7SZ86P5X,XOR GATE,2-IN,CMOS,5PIN,SC-70	22
MIC44F18YML-TR,IC MOSFET DRVR,6A,NON INV,8-MLF	18
PACKAGING INSERT,M4 GUN	123
Foam Set, 3pc, BIB, HB	8
PWRSUPPLY,EXTERNAL,120VAC IN,5V OUT,5A,25W	10
POWER CORD,NEMA 5-15P TO IEC 320-C5	25
ADAPTER,IEC 320-C14 to IEC320 C5	2
1010444 REV C,CFAB,WALL MOUNT,INVICTUS,ROLLED	75
1010487 Rev C,Vest,Plateloader,Black	60
LANYARD BRACKET,249 SAW	98
1010602 REV C,MAG BRACKET,249 SAW	18
1010604 Rev B,BIPOD BRACKET,249 SAW	18
1010605 Rev A,HEAT SHIELD OFFSET FRONT,249 SAW	13
1010606 Rev A,HEAT SHIELD OFFSET BACK,249 SAW	13
CARRY HANDLE,249 SAW	15
1010608 Rev A,BULK MAG,249 SAW	14
1010609 Rev A,BULLET ASSY,249 SAW	7
HEAT SHIELD SPACER,249 SAW	183
1010787 REV 00 PCB,LASER CABLE BD	150
GONG, 0.25 DIA BRASS	150
1011934 REV A Hand Guard,ROHS	19
MM74HC164MX,REGISTER,SER/PAR IO,14SOIC	2
ABD110NUB,SWITCH,P-BUTTON,40mm,MUSH,1NO,BLK	63
Plastic 1.5 in Buckle Accessory, VEST (M/F SET)	200
VM1010	5
ICS-43434	1
TLV2264IDR,OPAmplifier,14	1
TLV3494AID,COMPARATOR P-P,14	1
MOM.ROUND,BLK,1.3N,TH	4
GATEWAY 802.15.4 ZIGBEE ETHERNET	4

Membrane Switch, Valkyrie.	460
1013746, Rev C,Muzzle Brake,Left, ORANGE	494
1013747,REV D Muzzle Brake,Right, ORANGE	494
Headband Main V3.1 Bd PCB, Rev 4,ROHS	12
1013918_Light Pipe, Valryrie, Rev B	20
BATTERY CABLE ASSEMBLY	90
AD5160,DGT POT,50K ohm,256TAP,8PIN	360
SC189LSK,BUCK REG,1.8V,1.5A,5PIN	519
122x32 DOT,GRAPHIC MODULE	331
1014058, Rev C , Recvr Left, Valkyrie	74
1014059, Rev B ,Recvr Right, Valkyrie	74
1014060, Rev B , Trigger, Valkyrie	20
1014061, Rev B,Sensor Window, Valkyrie	20
1014062, Rev B ,Butt Pad, Valyrie	20
1014063 Rev B , Spring Retainer, Valkyrie	20
CLASS D AMP,TFA9879,HVQFN24	435
BEAD,0402,80 ohm,25%,100 MHz,2.3A,0.038 ohm	908
1014090,Rev B, Sling Mount Backing Plate, Valk.	20
Rev A, Laser Cable, Valkyrie.	749
1014092, Rev A, LED Bd Cable, Valkyrie.	749
1014093, Rev A, Safety Tip, Orange, Valkyrie	20
IC REG BOOST 5V 2.5A SOT23-5	19
IC REG BOOST 3.3V 1.6A SOT23-5	19
Green LED Indication - Discrete 2.95V 0603	24
TLV3492,COMPARATOR,5.5V,8PIN	2
FOAM,GASKET,DISPLAY,VALKYRIE	197
16MHz,CERAMIC RESONATOR	450
1015940, Long XTAC, Smart Sensor Cable, Rec to Sensor	498
L-KEY,HEX W/STD TIP,0.050in,1-11/16in	1000
LDO REG POS,1.8V,0.15A,5-PIN SC-70	35
600-0096394:00,BATTERY PACK,3 Pin	216
600-0107072 Rev 00;Enclosure Modification	83
600-0111450 Rev 00;Domination 2 Pin Battery Pack	171
600-0113034 Rev 00;RFID Tag;WireType;Programm	275
600-0122247 Rev 00; Bobbin Assembly;Recoil	176
Enclosure,Black,Modified,Rev A	20
131705 Rev H Modified Invictus Right	7
1010603 REV_A_HEATSHIELD ASSY,249 SAW (WELD/PN	19
700-085867:00,ZIGBEE,100MW,W/WIRE, ANT	16
700-0107733 Rev 00;MOD BOBBIN HOLDER;GEN 2	15
700-0107734 Rev 00;Batt Sleeve Mod;Dwg Rev C	7
700-0109248 Rev 00;irSensor;Front;Blue;Modifi	4
700-0109250 Rev 00;irSensor;Front;Green;Modif	11
Enclosure;Headband;Front;Modified;Rev 00	13
700-0111472 Rev 00;Modified Table Cap	15
700-0111475 Rev 00;Modified Bushing	26
700-0111513 Rev 00;Coupler;Modified	11
700-0111514 Rev 00;Flange Modified	23
M4 CASTING_SALES ONLY	8
700-0113402 Rev 00;Extension Tube;MOD;Resp Po	17
1164-113441 Rev ;Flange Reducer;MOD;Resp Pod	9
700-0113620 Rev 00;Flange Modified;Aerial Bom	15
700-0117254 Rev 00; Modified Hammer	165

700-0117257 Rev 00 ;Case Modified	6
700-0117273 Rev 00; Butt Stock with Modified	1
Bell,Nautical,Modified	5
700-1011408 REV 00,GONG,MODIFIED	5
700-1011409 REV 00,Gong Washer,MODIFIED	12
900-0088999 Rev ;Barracuda Barrel Bd;RoHS	6
900-0090040 Rev E;Eagle Eye II Hopper Assy	3
900-0097112 Rev 01;irM4 Main Bd;RoHS	38
900-0099453 Rev ;LFM Sensor Button Assy;RoHS	22
900-0099454 Rev ;LFL Sensor Button Assy;RoHS	13
900-0099459 Rev ;RFM Sensor Button Assy;RoHS	27
900-0099460 Rev ;RFL Sensor Button Assy;RoHS	30
900-0099956 Rev ;Smart Mag PCB Sub Assy;RoHS	10
900-0100177 Rev 01;Gun Valve Assembly;RoHS	199
900-0100765 Rev ;irVest II with Aux Out Cont	14
900-0100765 Rev 00,irVest II with Aux Out Cont (WW)	13
900-0100920 Rev ;SPK Beeper Button Pair Assy;	95
900-0100920 Rev ;SPK Beeper Button Pair Assy;	2
900-0103460 Rev ;StressX Adapter Main Bd;RoHS	2
900-0104104 Rev ;irTablet RF Daughter Bd	3
900-0106094 Rev 3;Wireless Headband Main Bd	63
900-0106262 Rev ;Gen2 irSensor Bd;Red;RoHS	31
900-0106843 Rev 00;Cable Assly;Target Power	21
900-0107067 Rev 1;Headband Sub-Ass;RoHS	98
900-0107177 Rev ;irM4 Smart Mag Respawn Main	22
900-0107251 Rev ;irM4 980nm Laser/LED SubAssy	1
900-0107640 Rev ;M4 GEN2 980nm Laser/irLED Bd	22
900-0107786 Rev 00;MAG SWITCH ASSEMBLY	8
900-0109161 Rev ;Sensor Jumper Assy;RoHS	180
900-0109164 Rev ;irVest II Speaker Assy;RoHS	13
900-0109247 Rev 00;Gen2 irSensor Bd;Blue;RoHS	22
900-0109249 Rev ;Gen2 irSensor Bd;Green;RoHS	6
900-0109251 Rev ;GEN2 irSensor Bd;Purple;RoHS	12
900-0111345 Rev C;Domination LED Bd;RoHS	8
900-0111437 Rev 01;Wireless Dominator Main Bd;R	45
900-0111614 Rev 2;Wireless Target Main Bd;RoHS	21
900-0112217 Rev 6;M4GEN2.5MainBd;980nm;w/PCB	14
900-0113029 Rev ;Hero Blast Mode Switch Bd;Ro	3
900-0113132 Rev B;HeroBlast USB Charging Bd	61
900-0113220 Rev ;Red HB Aiming Board;RoHS	12
900-0113239 Rev ;Hero Blast Speaker Assy;RoHS	16
900-0113240 Rev ;Hero Blast Vibration Motor R	11
900-0113272 Rev 02;Hero Blast Main Bd;RoHS	22
900-0113273 Rev ;Hero Blast Front Bd;Red;RoHS	37
900-0113381 Rev A;Respawn Pod LED Bd	19
900-0113470 Rev 02;Respawn Pod Main Bd;RoHS	3
900-0113509 Rev ;Hero Blast 980nm Laser Sub A	15
900-0113513 Rev ;Hero Blast Front Bd;Blue;RoH	21
900-0113515 Rev ;HeroBlast Front Board;Purple	41
900-0113783 Rev ;Blue Hero Blast Aiming Bd;Ro	18
900-0113784 Rev ;Green Hero Blast Aiming Bd.R	12
900-0113785 Rev ;Purple Hero Blast Aiming Bd;	60
900-0113803 Rev ;Aerial Bomb LED Bd;RoHS	10

900-0114433 Rev ;Hero Blast 980nm Laser Bd;Ro	66
900-0115210 Rev ;Assault Pod Main Bd;RoHS	5
900-0116021 Rev ;Hero Blast Charger Bd;RoHS	3
900-0116684 Rev 2;irGrenade Main Bd;RoHS	3
900-0116684 Rev 03;irGrenade Main Bd;RoHS	5
900-0116685 Rev 04;irGrenade LED Bd;RoHS	3
900-0117255 Rev ;Selector Arm Assy;RoHS	30
900-0117765 Rev ;irM4 Trigger Assy	18
900-0118628 Rev 01;HeroBlast ChargerW/OLineCord	4
900-0118836 Rev ;M4 785nm Laser Board;RoHS	36
900-0118920 Rev2;Kameleon 980nm Laser Bd;RoHS	465
900-0118921 Rev 2;Kameleon 785nm Laser Bd;RoH	11
900-0118921 Rev 3;Kameleon 785nm Laser Bd;RoH	29
900-0119137 Rev 00;Recoil PCB Assy	73
900-0119727 Rev 6;M4GEN2.5MainBd;785nm;w/PCB	23
900-0120535 Rev 12;Kameleon Core Bd;RoHS	58
900-0120535 Rev 14;Kameleon Core Bd;RoHS	4
900-0120535 Rev 15;Kameleon Core Bd;RoHS	74
900-0120668 Rev 03;SMG Trigger Bd;RoHS	17
900-0120669 Rev 06;SMG Reload Bd;RoHS	105
900-0122987 Rev 00;AUX Bd;RoHS	100
900-0123676 Rev 02;5 Mag Charger Bd;RoHS	30
900-0123701 Rev 01;Vibration Motor Assy;RoHS	193
900-0124227 Rev 00;Speaker AB Assy;RoHS	49
900-0124228 Rev 00;Speaker CD Assy;RoHS	53
900-0124422 Rev 2;785nm Laser Assy;RoHS	29
900-0124512 Rev 00;Magazine Release Tool	25
900-0127885 Rev 05;Invictus Health Bd;RoHS	324
900-0128950 Rev 02;Invictus Bird Bd;RoHS	224
900-0128951 Rev 02;Invictus Grip Bd;RoHS	385
900-0128998 Rev 03;Invictus Trigger Bd;RoHS	62
900-0128999 Rev 03;Invictus Front Bd;RoHS	73
900-0129000 Rev 00;CAN Interface Bd;RoHS	7
900-0129000 Rev 03;CAN Interface Bd;RoHS	44
900-0129219 Rev 04;Graphic Bd;RoHS	88
900-0131596 Rev 01;Battery Contact Bd;RoHS	42
900-0132186 Rev 3;Smart Sensor Bd;RoHS	15
900-0135001 Rev 02,3S,11.8V,Battery Pack Assy	43
900-0135002 Rev 01;Invictus AB Speaker Assy	31
900-0135003 Rev 01,CD Speaker Assy,Invictus	29
900-0135004 Rev 02,Grip Switch Assy,Invictus	1
900-0135012 REV 01, MAG TUBE PCB ASSY	136
900-0135013 Rev 0,Muzzle Sensor Bd	114
900-0135016 REV 00,LED SENSOR BOARD HELLS BELLS	3
900-0135017 Rev 3,Control Box Assy	1
900-0135019 Rev 00,SMG 5 Mag Charger Bd	17
900-0135021 REV 00,LASER, VALKYRIE, SUBASSEMBLY	49
900-0135022 REV 00,AMMO LOAD SWITCH SUBASSEMBLY	66
900-0135024 REV 00,SPEAKER CD VALKYRIE SUB ASSY	48
900-0135026 REV 00,SG BATTERY RELEASE TOOL	78
Headband 5 Battery Charger Main Bd,Rev 2	5
Red Laser Class 1 Assy,Rev 1	10
900-0135034 REV 00,SENSOR BD VERSION 3	25

900-0135035 Rev 0,Trial SMG Trigger Bd	13
900-0135050 REV 00,BATTERY CAP ASSY,ROHS	44
900-0135051 REV 01,LASER CABLE BD PCBA	115
900-0135056 REV 02, Valkyrie LED ASSY	2

## **Addendum B**

### **Assumed Liabilities**

Effective upon the closing the Buyer shall assume and be responsible for all obligations and responsibilities necessary to operate the business including, but not limited to the below:

- a. All obligations under the assigned contracts;
- b. All obligations arising from regulations prescribed by government or regulatory bodies;
- c. All obligations regarding marketing for the benefit of the business;
- d. All obligations related to the intellectual property identified in Addendum G; and
- e. All obligations under the agreements set forth on Addendum F.

### **Addendum C**

#### **XTac Products and Services**

- a. Transmitter: A device used to transmit data via infrared laser, visible laser, and/or several types of wireless communication. XTac transmitter consists of an add on module that can be mounted on an airsoft, paintball, real firearm or other recoiling device.
- b. Receiver: A device that receives data (hits) from infrared laser, visible laser, and/or several types of wireless communication.
- c. Prop: Independent device that can send and/or receive information via infrared laser, visible laser, and/or several types of wireless communication.
- d. Command: A device used to coordinate communication from multiple sources such as players, props, or other command devices in order to automate controls and report statistics. XTac has use of U.S. Patent No. 8,366,525 which allows for this.
- e. All derivations, continuations or modifications of any of the foregoing.



**Addendum D**

**Products and Costs**

See attached.

## Addendum D - Products with Manufacturing Cost

Latest Part	Description	MOQ	Material	Labor	SGA	Markup	Total Cost
800-0135039 Rev 0:01	800-0135039 Rev 0 SBR to CQB Conversion Kit		\$24.62	\$5.71	\$1.93	\$3.43	\$35.69
800-0116026 Rev 03:00	Hero Blast Charging Station		\$74.48	\$32.58	\$6.83	\$10.59	\$124.48
800-0117070 M00	800-0117070 Rev Replacement Trigger Assy		\$1.27	\$0.86	\$0.14	\$0.24	\$2.51
800-0103208 Rev 11:00	StressX Belt - Sold to iCombat Customers		\$124.90	\$68.35	\$12.33	\$19.11	\$224.69
800-0099430 Rev 0:05	USB CCM Server Assy		\$84.90	\$29.34	\$7.29	\$11.30	\$132.83
800-0135010 Rev 2	Invictus Sensor Sling		\$53.71	\$43.53	\$6.21	\$9.62	\$113.06
800-0135018 Rev 0:05	Hells Bells		\$309.33	\$174.01	\$30.85	\$47.80	\$562.00
800-0135049 Rev 0:05	M249 SAW (Gen 3)		\$417.97	\$158.51	\$36.80	\$57.01	\$670.29
800-0110942 Rev 5	Wireless Target		\$67.11	\$32.37	\$6.35	\$9.84	\$115.68
800-0135006 Rev 5	Wireless Plateloader - Any Color		\$88.08	\$40.99	\$8.24	\$12.76	\$150.07
800-0109199 Rev 3:01 T0	Wireless Vest (Gen 2) - Any Color		\$202.39	\$103.25	\$19.51	\$30.23	\$355.38
800-0111436 Rev 0:06	Dominator		\$272.09	\$80.43	\$22.50	\$34.86	\$409.89
800-0113135 Rev 1:00	Hero Blast Vest - Any Color		\$100.81	\$45.11	\$9.31	\$14.43	\$169.67
800-0110018 M01	Wireless Bandoleer		\$90.39	\$41.18	\$8.40	\$13.01	\$152.98
	Valkyrie		\$150.97	\$86.68	\$15.57	\$25.49	\$278.71
800-0123870 Rev 04:00	SMG 5 Gang Battery Charging Station		\$157.56	\$66.35	\$14.29	\$22.15	\$260.35
800-0135005 Rev 01:00	Invictus 5 Gang Battery Charging Station		\$159.38	\$72.05	\$14.77	\$22.89	\$269.09
800-0135025 Rev 1:0	Shot Gun (Gen 3)		\$331.10	\$200.19	\$33.91	\$52.55	\$617.76
800-0123417 Rev 2:9	irSMG Rifle (Gen 3)		\$369.39	\$169.94	\$34.43	\$53.34	\$627.10
800-0118558 M01	Ethernet CCM Server Assy		\$216.10	\$0.00	\$0.00	\$0.00	\$216.10
800-0107068 Rev 2:00	Wireless Headband - Any Color		\$92.64	\$39.22	\$8.42	\$13.04	\$153.32
800-0107249 Rev 1:4	IM4 Rifle (Gen 2)		\$340.01	\$143.86	\$30.89	\$47.86	\$562.62
800-0103459 Rev 7:01	800-0103459 Rev 7, StressX Adapter Final Assy.		\$76.19	\$43.18	\$8.01	\$13.06	\$140.44
800-0135057 Rev 0:0	Ethernet CCM Server Assy		\$181.56	\$17.47	\$13.33	\$21.76	\$234.12
800-0132298 Rev 2:4	Invictus		\$395.54	\$205.06	\$38.34	\$59.40	\$698.34
800-0107230 Rev 1	IM4 Smart Mag		\$57.49	\$28.99	\$5.52	\$8.55	\$100.56
800-0110711 Rev 7:00	Barracuda (Discontinued) To be replaced by Valkyrie		\$209.12	\$44.83	\$16.13	\$28.68	\$298.76
800-0112730 Rev 0:3	Respawn Pod		\$277.17	\$162.20	\$28.04	\$43.45	\$510.86
800-0113275 Rev 0:4	Hero Blast - Any Color		\$177.17	\$143.04	\$20.44	\$31.67	\$372.32

800-0118682 Rev 06	800-0118871 Rev 04 HeroBlast Busin Box Red/Blue	#####	#####	#####	#####	\$299.52	\$3,220.63
800-0118683 Rev 06	1883.37 In Grenade	\$84.36	\$124.19	\$13.31	\$20.63	\$242.49	
800-0118917 Rev 06	800-0118917 Rev 04 HeroBlastBusin Box Purple/Green	#####	#####	#####	#####	\$314.12	\$3,377.60
800-0116422 Rev 00:00	1828.42 800-0116422 Rev 00 Maintenance Tool Kit	\$278.77	\$74.16	\$22.30	\$39.65	\$414.88	
800-0118871 Rev 3:00	800-0118871 Rev 3 Barracuda Business In A Box 1494.94	#####	\$559.28	#####	#####	\$216.09	\$2,275.67
800-0130834 M00	HM4 Barrel Bd Shippable	\$3.28	\$3.31	\$0.44	\$0.72	\$7.75	
800-0103208 Rev 11:00	StressX Belt - Sold To SetCan directly	\$124.90	\$68.35	\$12.33	\$19.11	\$224.69	

**Addendum E**

**Warranty**

[To be attached.]

## LIABILITY STATEMENT

This product is surrendered by iCOMBAT with the understanding that the purchaser and or user assumes all liability resulting from unsafe handling or any action that constitutes a violation of any applicable laws or regulations. Neither iCOMBAT shall be liable for personal injury, loss of property or life resulting from the use of this product under any circumstances. All information contained in this manual is subject to change without notice. iCOMBAT reserves the right to make changes and improvements to products and manuals without incurring any obligation to incorporate such improvements in products previously sold.

## WARRANTY

iCOMBAT warrants that this product is found free from defects in materials and workmanship for a period of one year from the original date of purchase by the initial owner/purchaser. This warranty does not apply to a) defects discovered after purchase which were caused by the unauthorized modifications, alterations or misuse of the purchased product; b) consumable parts such as batteries, o-rings, or other components designed to diminish or may wear out over time; c) cosmetic damage, including but not limited to, scratches, dents, rips, tears, or broken plastics and metals; d) damage caused by accident, abuse, misuse, liquid contact, fire, flood, or other external cause; e) damage occurring from operating product outside of iCOMBAT's published guidelines found in this manual or otherwise; f) damage caused by service such as upgrades and expansions performed by anyone who is not a representative of iCOMBAT; g) iCOMBAT products that have been functionally or capability modified without written permission from iCOMBAT; h) defects caused by normal wear and tear or otherwise due to normal aging of the iCOMBAT product; i) an iTactical product in which the serial number has been removed or defaced, or is otherwise illegible. Determining a product's warranty status is solely the responsibility of iCOMBAT. iCOMBAT will repair or replace, without charge, any of its products that have failed through defect in material or workmanship.

**IMPORTANT:** Do not open or otherwise disassemble your iCOMBAT product without express written permission from an authorized iCOMBAT representative. Opening or disassembling the product may cause damage that is not covered under warranty.

EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, OF THE PRODUCTS OR SERVICES FURNISHED BY iCOMBAT. iCOMBAT SPECIFICALLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. iCOMBAT SHALL NOT BE LIABLE FOR, NOR DOES iCOMBAT AUTHORIZE ANY PERSON TO ASSUME FOR iCOMBAT, ANY LIABILITY IN CONNECTION WITH THE PRODUCTS OR SERVICES FURNISHED BY iCOMBAT INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LIABILITY FOR LOSS OF PRODUCTION, PRODUCT, EQUIPMENT OR PROFITS OR LIABILITY FOR DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES TO PERSONS OR PROPERTY. PURCHASER AGREES THAT PURCHASER'S SOLE REMEDY FOR LIABILITY OF ANY KIND, INCLUDING NEGLIGENCE WITH RESPECT TO THE PRODUCTS AND SERVICES FURNISHED BY iCOMBAT SHALL BE LIMITED TO THE REMEDIES PROVIDED IN THIS LIMITED WARRANTY.

## SERVICE

If you begin to notice odd performance with any of your iCOMBAT gear, please contact iCOMBAT Customer Service at **888-950-1221** right away. You may also email an iCOMBAT Technician at [support@icombat.com](mailto:support@icombat.com). Do not operate laser if defective. The laser contains no user serviceable parts.

All iCOMBAT products are covered under a 1 year limited warranty from the time of purchase. You are responsible for all shipping charges to and from iCOMBAT for both warranty and non-warranty repairs. In most cases, iCOMBAT can simply send you the parts you require for repair if a technician has approved. For more information on the 1 year limited warranty please visit [www.icombat.com/support](http://www.icombat.com/support) and view the warranty documentation.

iCOMBAT is a division of Universal Electronics, Inc.

PATENT

REEL: 059332 FRAME: 0823

## **Addendum F**

### **Agreements to be Assigned**

- a. Asset Sale Agreement by and between Universal Electronics, Inc. and SBTactical dated August 1, 2018
- b. License Agreement by and between Universal Electronics, Inc., Rick Jensen, Laser Tag Pro Inc. and Aaron Fischer dated September [ ], 2015
- c. Exclusive Manufacturing, License and Royalty Agreement by and between Stressvest, Inc. and irTactical, a division of Universal Electronics, Inc. dated December 7, 2011
- d. Amendment to the Exclusive Manufacturing, License and Royalty Agreement by and between Stressvest, Inc. and irTactical, a division of Universal Electronics, Inc. dated October 22, 2012
- e. Intellectual Property License Agreement by and between Universal Electronics, Inc. and XTac TECHNOLOGIES, LLC effective as of May 1, 2020
- f. Exclusive Manufacturing, License and Royalty Agreement by and between Setcan Corporation Universal Electronics, Inc. and Readyman Elite Club, LLC dated March 5, 2020

**Addendum G**

**Intellectual Property**

See attached.

## Addendum G: iCOMBAT Intellectual Property

Trademarks and Patents	QUANTITY	PURCHASE PRICE ALLOCATION
US Patent (COMBAT SIMULATION GAMING SYSTEM)	1	
US Patent (Smart Magazine for Simulated Weapon)	1	
US Trademark (iCOMBAT)	1	
Foreign Patent (Smart Magazine for Simulated Weapon)	1	
Foreign Trademark (iCOMBAT)	1	
US Patent (Simulated Weapon)	1	
US Trademark (iCOMBAT)	1	
Foreign Trademark (HEROBLAST)	1	
US Trademark (iCOMBAT)	1	
US Trademark (Bird Logo alone)	1	
US Trademark (Bird with Crosshairs logo)	1	
US Trademark (iCOMBAT and Logo)	1	



**Addendum H**  
**Allocation of Purchase Price**

The Purchase Price will be allocated as follows, with final numbers from the listing of Acquired Assets:

For purposes of this Addendum, the numbers used herein are the May 31, 2021 balance sheet amounts, not the Addendum A Closing Acquired Asset amounts:

Pursuant to IRS Form 8594:

1. To Class III assets, Accounts Receivable, an amount equal to the face value of accounts receivable as of Closing based on values as of May 31, 2021 is \$0;
2. To Class IV assets, Inventory, an amount equal to the cost thereof as of Closing based on values as of May 31, 2021 \$379,413;
3. To Class V assets, Prepaids and Fixed Assets. The Fixed Assets an amount equal to the depreciated value thereof, as listed on Seller's depreciation schedule dated May 31, 2021 \$176,722;
4. To Class VI assets, the Non-Compete, the sum of \$25,000; and
5. To Class VII asset, the balance to Goodwill.