

PATENT ASSIGNMENT COVER SHEET

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| CONVEYING PARTY DATA | |
| Name | Execution Date |
| SI GOVERNMENT SOLUTIONS, INC. | 03/27/2008 |
| RECEIVING PARTY DATA | |
| Name: | RAYTHEON COMPANY |
| Street Address: | 870 WINTER STREET |
| City: | WALTHAM |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02451-1449 |
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| NAME OF SUBMITTER: | ALLISON JOHNSON |
| SIGNATURE: | /Allison Johnson/ |
| DATE SIGNED: | 12/12/2023 |
| Total Attachments: 27 | |
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ASSET PURCHASE AGREEMENT

AMONG

RAYTHEON COMPANY,

I SQUARED, INC.,

GORDON BURNS ("BURNS"),

TERRY GILLETTE ("GILLETTE"),

AND

HELAYNE RAY ("RAY")

MARCH 27, 2008

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made as of March 27, 2008, by and among Raytheon Company, a Delaware corporation ("Parent"), I Squared, Inc., a Florida corporation ("Seller"), Gordon Burns, an individual residing in the State of Connecticut ("Burns"), Terry Gillette, an individual residing in the State of Florida ("Gillette"), and Helayne Ray, an individual residing in the State of Florida ("Ray," and together with Burns and Gillette the "Stockholders").

RECITALS

A. SI Government Solutions, Inc., a Florida corporation ("SIGS"), and Security Innovation, Inc., a Florida corporation ("SI"), were spun off from Seller, and many of the stockholders of Seller are also stockholders of SIGS and SI.

B. Parent has entered into that certain Agreement and Plan of Merger, dated as of the date hereof, which provides for the acquisition of SIGS by Parent pursuant to the merger of Raytheon SI Government Solutions, Inc., a wholly-owned subsidiary of Parent, with and into SIGS, with SIGS as the surviving corporation (the "Merger Agreement").

C. Seller owns certain assets used by SIGS in the conduct of SIGS' business, and certain other assets used by SI in the conduct of SI's business.

D. Seller desires to sell to Parent, and Parent desires to purchase from Seller those assets of Seller used in SIGS' business, all on the terms and conditions hereinafter set forth.

E. Immediately following consummation of the transactions contemplated hereunder, Seller intends to implement all actions necessary to effect the dissolution of Seller in accordance with the provisions set forth in Sections 607.1402 through 607.1407 of the FBCA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

ARTICLE I DEFINITIONS

1.01 Certain Definitions. The following terms, when used in this Agreement, shall have the meanings set forth below:

"Acquired Assets" has the meaning specified in Section 2.01(a).

"Acquisition" has the meaning specified in Section 6.06.

"Agreement" has the meaning specified in the introductory paragraph hereto.

"Gatekeeper Software" means the antivirus software owned by Seller which Seller anticipates selling to SI on or before the Closing Date.

"Governing Documents" means true and complete copies of a corporation's certificate of incorporation and bylaws, as amended from time to time, as currently in full force and effect.

"Indemnitees" has the meaning specified in Section 7.02.

"Knowledge" means the actual knowledge of Seller and the Stockholders or such knowledge as each of the foregoing would have after due inquiry.

"License Agreement" means that certain Software License Agreement, effective as of January 10, 2005, by and between Seller and SIGS, as amended from time to time.

"Lien" means any mortgage, lien, pledge, charge, security interest or similar encumbrance of any kind or character.

"Material Adverse Effect" means, as to Seller, any event, fact, condition, change, circumstance or effect that is materially adverse to the business, assets, liabilities, properties, prospects, results of operations or condition (financial or otherwise) of Seller, taken as a whole, or on the ability of Seller to consummate the transactions under this Agreement.

"Merger Agreement" has the meaning specified in the recitals hereto.

"Parent" has the meaning specified in the introductory paragraph hereto.

"Purchaser Indemnitees" has the meaning specified in Section 7.01.

"Purchase Price" has the meaning specified in Section 2.02.

"Seller" has the meaning specified in the introductory paragraph hereto.

"Seller Indemnitees" has the meaning specified in Section 7.02.

"Seller Letter" means and refers to the letter from Seller to Parent dated the date hereof and identifying exceptions to the warranties and representations set forth in, and other disclosure matters required by, Article III, which has been prepared by Seller and the Stockholders. Any disclosure made in any Section of the Seller Letter is deemed to be given only with respect to the corresponding Section of this Agreement and any other Section expressly cross-referenced therein.

"SI" has the meaning specified in the recitals hereto.

"SI Intellectual Property" means Intellectual Property owned by Seller that constitutes or is solely related to the Gatekeeper Software and any Intellectual Property owned or controlled by SI, and in each case set forth in Section 3.05(a) of the Seller Letter. Any Intellectual Property not listed on Section 3.05(a) of the Seller Letter shall not be considered SI Intellectual Property.

"SIGS" has the meaning specified in the recitals hereto.

"SIGS Intellectual Property" means (i) all Intellectual Property owned by Seller other than SI Intellectual Property and (ii) any Intellectual Property owned by Seller that is used by SIGS or planned for use by SIGS, and, in each case, together with the right to sue for all past infringement or misappropriation thereof.

"SIGS Stockholders" means all of the stockholders of SIGS.

"SIGS Tangible Assets" means any tangible item owned by Seller (i) that incorporates any SIGS Intellectual Property, (ii) that constitutes certificates, files or records pertaining to the SIGS Intellectual Property, (iii) the License Agreement, and (iv) the use, sale, offer for sale, importation, making, or copying of which by Seller or Stockholders after the transfer of the SIGS Intellectual Property to Parent pursuant to this Agreement would constitute infringement of the SIGS Intellectual Property.

"Stockholders" has the meaning specified in the introductory paragraph hereto.

1.02 Additional Definitions. Capitalized terms used but not otherwise ascribed herein shall have the meanings set forth in the Merger Agreement.

ARTICLE II **PURCHASE, SALE AND TRANSFER OF ASSETS**

2.01 Acquired Assets and Excluded Liabilities.

(a) Subject to the terms and conditions of this Agreement, Seller hereby sells, transfers, conveys, assigns and delivers to Parent, free and clear of any and all Liens, and Parent hereby purchases from Seller, all of the right, title, and interest in and to the SIGS Intellectual Property and the SIGS Tangible Assets wherever located and whether or not such SIGS Intellectual Property and SIGS Tangible Assets appear on or are reflected upon the books, records or financial statements of Seller (the **"Acquired Assets"**).

(b) Notwithstanding anything to the contrary contained in this Agreement or any agreement, document, certificate or instrument being delivered pursuant to this Agreement and regardless of whether such liability is disclosed in this Agreement or in the Seller Letter or in any exhibit hereto, Parent will not assume, agree to pay, perform or discharge or in any way be responsible for any debts, liabilities or obligations of Seller of any kind or nature whatsoever.

2.02 Purchase Price. The purchase price for the Acquired Assets shall be [REDACTED] (the **"Purchase Price"**) and such Purchase Price shall be paid by Parent on the Closing Date by wire transfer to Seller in immediately available funds, pursuant to the wire instructions set forth on Section 2.02 of the Seller Letter.

2.03 Escrow. On the Closing Date, Parent, the Escrow Agent and the Stockholders' Agent shall execute the Escrow Agreement and Parent shall deposit with the Escrow Agent in the Indemnity Escrow Fund, for the benefit and on behalf of the SIGS Stockholders, an amount in cash equal to the Indemnity Escrow Amount for disbursement in accordance with the terms of the Escrow Agreement. Parent, Seller, and the Stockholders acknowledge that the Indemnity Escrow Fund is part of the Per Share Closing Consideration contemplated pursuant to the Merger Agreement, and the obligation to release the Indemnity Escrow Fund to the SIGS Stockholders is absolute and unconditional, subject only to the terms of the Escrow Agreement. The Indemnity Escrow Fund is being established pursuant to the Merger Agreement, but is available to Parent for any Permitted Indemnification Claims under this Agreement and the Merger Agreement.

ARTICLE III **REPRESENTATIONS AND WARRANTIES OF SELLER AND THE STOCKHOLDERS**

Each of Seller and the Stockholders, jointly and severally, represent and warrant to Parent the following matters of Seller as of the date of this Agreement and as of the Closing Date (except to the

extent that a representation or warranty expressly states that such representation or warranty is current only as of an earlier date or as of the date of this Agreement) and each Stockholder, severally and not jointly, represents and warrants to Parent the following matters of such Stockholder as of the date of this Agreement and as of the Closing Date (except to the extent that a representation or warranty expressly states that such representation or warranty is current only as of an earlier date or as of the date of this Agreement):

3.01 Corporate Existence and Power. Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida. Seller has all corporate power and authority required to use or own its property and assets that it purports to use or own and to carry on its business as now conducted. Seller is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where the character of the property owned or leased by it or the nature of its activities makes such qualification necessary, except for those jurisdictions where the failure to be so qualified would not, individually or in the aggregate, have a Material Adverse Effect or a material adverse effect on the value of, rights to or condition (financial or otherwise) of the Acquired Assets.

3.02 Corporate Authorization; Binding Effect.

(a) Subject to the receipt of the requisite approval or consent from the stockholders of Seller, which shall be received prior to Closing, Seller has all requisite corporate power and corporate authority required to enter into this Agreement and the transactions contemplated hereunder, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the transactions contemplated hereunder by Seller and the consummation by Seller of such transactions have been duly authorized by all necessary corporate action on the part of Seller in accordance with the laws of the State of Florida (including the FBCA), other than the approval or consent of the stockholders of Seller which shall be received prior to Closing. This Agreement has been duly executed and delivered by Seller to Parent and constitutes a valid and binding agreement of Seller enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). The board of directors of Seller, by resolutions duly adopted at a meeting duly called and held or by the unanimous written consent in lieu of a meeting, has approved this Agreement and the transactions contemplated hereby.

(b) Such Stockholder has all requisite power, legal capacity, right and authority required to enter into this Agreement and the transactions contemplated hereunder, to perform his or her obligations hereunder, and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by such Stockholder to Parent and constitutes a valid and binding agreement of such Stockholder enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.03 Governmental Authorization and Consents.

(a) Except for those Consents, filings or notices set forth in Section 3.03 of the Seller Letter, no Consent of, filing with, or notice to, any Governmental Authority, lenders, lessors, creditors, stockholders or any other Person, is required by Seller in connection with the execution, delivery and performance by Seller of this Agreement, and the consummation by Seller of the transactions contemplated hereunder.

(b) No Consent of, filing with, or notice to, any Governmental Authority, lenders, lessors, creditors, stockholders or any other Person, is required by such Stockholder in connection with the execution, delivery and performance by such Stockholder of this Agreement, and the consummation by such Stockholder of the transactions contemplated hereunder.

3.04 Non-contravention.

(a) The execution and delivery of this Agreement by Seller, the performance by Seller of its obligations hereunder and the consummation of the transactions contemplated hereunder do not and will not (i) contravene or conflict with the Governing Documents of Seller, (ii) assuming compliance with the matters referred to in Section 3.03, contravene or conflict in any material respect with any Laws binding upon or applicable to Seller, (iii) assuming compliance with the matters referred to in Section 3.03, require notice, breach, conflict with or constitute a default, or impair or alter the rights of Seller or any third party, or give rise to a right of termination, suspension, cancellation, amendment or acceleration of any right or obligation of Seller or any third party, or to a loss of any benefit to which Seller is entitled, or increase or impose any liability, in each case, under any provision of any Contract binding upon Seller or by which any of Seller's assets or properties may be bound or subject, or any Permit held by Seller, or (iv) result in the creation or imposition of any Lien on any of the Acquired Assets.

(b) The execution and delivery of this Agreement by such Stockholder, the performance by such Stockholder of its obligations hereunder and the consummation of the transactions contemplated hereunder do not require the consent of any other Person, and do not and will not (a) contravene or constitute a default under or breach or violation of (i) any Laws binding upon or applicable to such Stockholder or (ii) any Contract to which any of such Stockholder is a party by which any of his or her properties or assets are bound, other than defaults that individually or in the aggregate would not impair the ability of such Stockholder to perform his or her obligations under this Agreement or (b) give rise to any right of termination, cancellation, modification or acceleration under any such Contract.

3.05 Title to Properties: Absence of Liens.

(a) Section 3.05(a) of the Seller Letter sets forth a complete and accurate list of all SI Intellectual Property. No SI Intellectual Property has been used by SIGS since December 31, 2004. There are no pending claims in any patent application included in the SI Intellectual Property that would be infringed by the conduct of the business of SIGS as it is currently conducted.

(b) Section 3.05(b) of the Seller Letter sets forth a complete and accurate list of all SIGS Intellectual Property and all SIGS Tangible Assets. Seller owns the entire right, title and interest in and to the SIGS Intellectual Property and the SIGS Tangible Assets, and Seller has good and marketable title to all SIGS Intellectual Property and SIGS Tangible Assets. No SIGS Intellectual Property or SIGS Tangible Assets have been used by SI since December 31, 2004. There is no Intellectual Property owned by Seller, SI or the Stockholders other than the SIGS Intellectual Property that has been used by SIGS since December 31, 2004. There is no Intellectual Property, including the SI Intellectual Property, owned by Seller, SI or the Stockholders other than the SIGS Intellectual Property that (i) is necessary to conduct the business of SIGS after the Closing Date as it was conducted immediately prior to the Closing Date, or (ii) is planned for use by SIGS or is necessary to perform SIGS' current obligations under all Contracts to which SIGS is a party and perform SIGS' future obligations under any bid or proposal (or series of related bids or proposals) for Contract submitted by SIGS to any other Person should such bid or proposal be accepted.

(c) There are no Claims affecting any of the SIGS Intellectual Property pending or threatened which might detract from the value, interfere with any present use or adversely affect the marketability of any SIGS Intellectual Property; nor, is there any valid basis for any such Claims. Neither Seller nor any of the Stockholders have received any notice of any Action affecting any of the SIGS Intellectual Property or which might detract from the value, interfere with any present use or adversely affect the marketability of the SIGS Intellectual Property; nor is there any valid basis for such Action.

(d) There are no Liens on any SIGS Intellectual Property and there are no proceedings pending or threatened which challenge the validity, scope, or enforceability of any SIGS Intellectual Property or the rights of Seller therein.

(e) Seller has not granted any license, whether express or implied, oral or written, under the SIGS Intellectual Property to any Person other than SIGS, pursuant to the License Agreement, as of the date of this Agreement, and all amounts owed to Seller under the License Agreement or any other agreement with respect to the SIGS Intellectual Property will have been fully paid and satisfied as of the Closing Date. As of the Closing Date, Seller will have no claims against SIGS arising from or related to the License Agreement.

(f) To the Knowledge of Seller and the Stockholders, there is no infringement or misappropriation of any SIGS Intellectual Property by any Person.

(g) Except as set forth in Section 3.05(b) of the Seller Letter, Seller has implemented commercially reasonable procedures with respect to the protection of its rights in and to the SIGS Intellectual Property including (i) having employees and other persons developing Intellectual Property for Seller execute appropriate agreements which obligate such parties to disclose and to assign, without compensation except for payment for services performed, their rights to such Intellectual Property to Seller; (ii) providing access to trade secrets and proprietary information only pursuant to suitable nondisclosure agreements; (iii) marking all products and uses of Intellectual Property with appropriate patent, trademark, copyright and similar notices required by law or desirable to protect the interests of Seller in such Intellectual Property and to maximize recovery of damages by Seller in the event of infringement of such Intellectual Property by other persons; and (iv) complying with all procurement regulations applicable to Intellectual Property in connection with Contracts with agencies of the United States government and properly marking all Limited Rights Data (as such term is defined and used in FAR 52.227-14 or equivalent, as applicable) and Restricted Rights Computer Software (as such term is defined and used in FAR 52.227-14 or equivalent, as applicable) which has been or is provided to agencies of the United States government.

(h) The operation of the businesses of Seller and SIGS either as previously conducted, currently conducted, or planned, and the use of the SIGS Intellectual Property and the sale of their respective products or services does not infringe or misappropriate the Intellectual Property of any other Person, including any of the SI Intellectual Property owned by Seller. To the Knowledge of Seller, there is no infringement or misappropriation of the SIGS Intellectual Property by any other Person.

(i) This Agreement and the transactions contemplated hereunder will not result in any termination, loss or impairment of the SIGS Intellectual Property.

(j) Seller has used reasonable efforts and up-to-date versions of commercially available anti-virus products and services to ensure that all software used or distributed by Seller, including the SIGS Intellectual Property, is free from viruses and malicious code.

(k) No Software of Seller or SIGS contains or requires to function any software or software code which is owned by or proprietary to any third party or which is so called "FOS", "free" or "open source" software or any derivative thereof and Seller possesses necessary use and distribution rights with respect to any such software or software code.

ARTICLE IV **REPRESENTATIONS AND WARRANTIES OF PARENT**

Parent represents and warrants to Seller and the Stockholders as follows:

4.01 Corporate Existence and Power. Parent is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has all corporate powers and all Permits and Consents required to carry on its business as now conducted, except for those licenses, authorizations, permits, consents and approvals the absence of which would not have a Parent MAE.

4.02 Corporate Authorization; Binding Effect. Parent has all requisite corporate power and corporate authority required to enter into this Agreement and to consummate the transactions contemplated hereunder. The execution and delivery of this Agreement by Parent and the consummation of the transaction contemplated hereunder by Parent have been duly authorized by all necessary corporate action on the part of Parent. This Agreement has been duly executed and delivered by Parent and constitutes a valid and binding agreement of Parent enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4.03 Governmental Authorization. No Consent of, filing with, or notice to, any Governmental Authority or other Person is required by Parent in connection with the execution, delivery and performance by Parent of this Agreement, and the consummation by Parent of the transactions contemplated hereunder.

4.04 Non-contravention. The execution and delivery of this Agreement by Parent, the performance by Parent of its obligations hereunder and under the transactions contemplated hereunder do not and will not (a) contravene or conflict with the Governing Documents of Parent, (b) assuming compliance with the matters referred to in Section 4.03, contravene or conflict in any material respect with any Laws binding upon or applicable to Parent, (c) require notice or constitute a default under, or give rise to any right of termination, amendment, cancellation, or acceleration of any right or obligation of Parent to a loss of any benefit to which Parent is entitled under, except as would not have a Parent MAE or (d) result in the creation or imposition of any Lien on any assets of Parent, with such exceptions, in the case of clauses (c) and (d), as would not, individually or in the aggregate, have a Parent MAE or materially adversely affect the transactions contemplated under this Agreement.

ARTICLE V **CLOSING CONDITIONS**

5.01 General Conditions. The respective obligations of each party to this Agreement to consummate the transactions contemplated hereunder shall be subject to the following conditions, unless waived in writing prior to the Closing Date by such party:

(a) No Actions or Orders. No action shall have been taken, and no Law shall have been enacted, entered, promulgated or enforced (and not repealed, superseded, lifted or otherwise made inapplicable), by any Governmental Authority or any other Person which restrains, enjoins or otherwise

prohibits the consummation of the transactions contemplated hereunder or has the effect of making illegal or otherwise prohibiting the transactions contemplated hereunder (each party agreeing to use its reasonable best efforts to avoid the effect of any such Law or to have any such order, judgment, decree or injunction lifted); provided, that this condition may not be invoked by a party if any such action, suit or proceeding was the result of any act or omission by such party.

(b) Third Party Approvals. To the extent required by applicable Law or Contract, all Permits and Consents required to be obtained from, and notices required to be given to, any Governmental Authority, customer or other third party to permit the consummation of the transactions contemplated hereunder shall have been received, obtained or given, as the case may be, and shall be in full force and effect.

5.02 Conditions to Obligations of Seller and the Stockholders. The obligations of Seller and the Stockholders to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction of the following conditions, unless waived in writing prior to the Closing Date by Seller or the Stockholders, as applicable:

(a) Representations and Warranties. The representations and warranties set forth in Sections 4.01 and 4.02 shall be true and correct in all material respects. There shall not exist inaccuracies in the representations and warranties of the Parent set forth in this Agreement (including the representations and warranties set forth in Sections 4.01 and 4.02) such that the aggregate effect of such inaccuracies has, or is reasonably likely to have, a Parent MAE; provided, that, for purposes of this sentence only, those representations and warranties which are qualified by references to "material" or "Parent MAE" or to the "knowledge" or words of similar effect of any Person shall be deemed not to include such qualifications.

(b) Covenants. Parent shall have performed, in all material respects, all obligations and complied, in all material respects, with all covenants required by this Agreement to be performed or complied with by Parent on or prior to the Closing Date.

(c) Closing Certificate. Parent shall have executed and delivered to each of Seller and the Stockholders, a certificate, dated as of the Closing Date and signed by an officer of Parent evidencing compliance with Sections 5.02(a) and 5.02(b).

(d) Corporate Approval. Parent shall have delivered to Seller certified resolutions of its board of directors evidencing approval of this Agreement and the transactions contemplated hereby.

5.03 Conditions to Obligations of Parent. The obligation of Parent to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction of the following conditions, unless waived in writing prior to the Closing Date by Parent:

(a) Representations. The representations and warranties set forth in Sections 3.01 and 3.02 shall be true and correct in all material respects. There shall not exist inaccuracies in the representations and warranties of Seller and the Stockholders set forth in this Agreement (including the representations and warranties set forth in Sections 3.01 and 3.02) such that the aggregate effect of such inaccuracies has, or is reasonably likely to have, a Material Adverse Effect or a material adverse effect on the value, rights in, or condition (financial or otherwise) of the Acquired Assets; provided, that, for purposes of this sentence only, those representations and warranties which are qualified by references to "material" or "material adverse effect" or to the "knowledge" or words of similar effect of any person shall be deemed not to include such qualifications.

(b) Covenants. Seller and the Stockholders shall have performed, in all material respects, all obligations and complied, in all material respects, with all covenants required by this Agreement to be performed or complied with by each of them on or prior to the Closing Date.

(c) Consents. Seller and the Stockholders, as the case may be, shall have obtained and provided to Parent each approval and consent listed in Section 3.03 of the Seller Letter, each in form and substance reasonably satisfactory to Parent.

(d) Corporate Approval. The holders of the requisite number of shares of capital stock of Seller shall have approved the transactions contemplated by this Agreement. Seller shall have delivered to Parent certified resolutions of its board of directors and its stockholders evidencing approval of this Agreement and the transactions contemplated hereby.

(e) No Material Adverse Effect. There shall not have occurred after the date hereof any event or events that, individually or in the aggregate, constitute a Material Adverse Effect or a material adverse effect on the value of, rights to or condition (financial or otherwise) of the Acquired Assets.

(f) Merger. The transactions contemplated by the Merger Agreement shall have been consummated.

(g) Distribution Payment. Seller shall have released SIGS from its obligation to make the Distribution Payment and such release shall have been approved by the holders of the requisite number of shares of capital stock of Seller.

(h) Closing Documents. Parent shall have received the following agreements and documents, each of which shall be in full force and effect:

(i) a certificate executed on behalf of Seller, dated the date of Closing and signed by an executive officer of Seller, evidencing compliance with Sections 5.03(a) through (g) hereof;

(ii) a certificate executed by the Stockholders, dated the date of Closing, evidencing compliance by the Stockholders with Sections 5.03(a) and 5.03(b) hereof;

(iii) (A) certificates from appropriate authorities as to the good standing of Seller in the State of Florida and each other jurisdiction in which Seller is required to be qualified as a foreign corporation, as of a recent date (but no earlier than the third business day) prior to the Closing, and (B) certificates from appropriate authorities as to the payment of all required fees and Taxes by Seller in the State of Florida and each other jurisdiction in which Seller is required to be qualified as a foreign corporation, as of a recent date prior to the Closing;

(iv) such bills of sale, assignments, and other good and sufficient instruments of conveyance as are necessary to vest Parent with good and marketable title to the SIGS Intellectual Property and the SIGS Tangible Assets, including a separate assignment to be filed in the United States Patent and Trademark Office, in substantially the form of Exhibit A hereto, for each patent and patent application included in the SIGS Intellectual Property;

(v) such Uniform Commercial Code lien searches and such other instruments showing that there were no financing statements, judgments, taxes or other Liens outstanding against the Acquired Assets within five days of the Closing Date;

- (vi) a copy of the I Squared Distribution Payment Release; and
- (vii) such certificates, documents or other instruments as Parent may reasonably request evidencing compliance by Seller and the Stockholders with the terms of this Agreement.

ARTICLE VI **COVENANTS**

6.01 Actions of Seller and the Stockholders Pending Closing. From the date hereof through the earlier of the Closing Date or the termination of this Agreement in accordance with its terms, each of Seller and each Stockholder agrees to use its/his/her best efforts to cause Seller to, (a) use its reasonable best efforts to prevent the lapse of any SIGS Intellectual Property and (b) confer with Parent concerning matters that relate directly or indirectly to the SIGS Intellectual Property.

Without limiting the generality of the foregoing, prior to the Closing Date, Seller shall not, and each of the Stockholders shall use their respective best efforts to not permit Seller to, except as expressly contemplated by this Agreement, without the prior written consent of Parent, directly or indirectly do any of the following:

- (a) except to the extent required by the FBCA or other applicable Law, amend or otherwise change the Governing Documents of Seller;
- (b) mortgage or otherwise encumber, subject to any Lien other than Permitted Liens, or sell, transfer or otherwise dispose of, any of the SIGS Intellectual Property;
- (c) adopt a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of Seller;
- (d) waive, release, assign, settle or compromise any material rights, Claims or Actions relating to the SIGS Intellectual Property;
- (e) license or transfer to any Person any rights to the SIGS Intellectual Property (other than as already provided in the License Agreement);
- (f) abandon any listed applications relating to the SIGS Intellectual Property; or
- (g) authorize any of, or commit or agree to take any of, the foregoing actions or any action which would make any of the representations or warranties of Seller contained in this Agreement untrue or incorrect or prevent Seller from performing or cause Seller not to perform its covenants under this Agreement in any material respect.

6.02 Actions of Seller and the Stockholders After Closing. After the Closing Date, neither Seller nor the Stockholders will, and Seller and the Stockholders shall cause their respective Affiliates not to, make any use of any SIGS Intellectual Property or challenge the validity or enforceability of any SIGS Intellectual Property. Seller and the Stockholders will, and Seller and the Stockholders shall cause their respective Affiliates to, keep confidential all information pertaining to the SIGS Intellectual Property and the SIGS Tangible Assets except for disclosures relating to the sale and transfer thereof pursuant to this Agreement.

6.03 Efforts; Consents. Each party hereto agrees to use reasonable best efforts, at its own cost and expense, to take or cause to be taken all actions necessary, proper or advisable to consummate the transactions contemplated hereunder, and agrees to make a good faith effort to affect the Closing by April 25, 2008. Without limiting the generality of the foregoing, each of the parties hereto shall use reasonable best efforts to obtain all Consents of, make any filings with, or give any notices to any Governmental Authority, or any other Person that are or may become necessary for the performance of its respective obligations pursuant to this Agreement, and the consummation of the transactions contemplated hereunder, and shall cooperate fully in promptly seeking to obtain, make or give such Consents, filings and notices as may be necessary for the performance of its respective obligations pursuant to this Agreement and the transactions contemplated hereunder. The parties shall not take any action that would have the effect of materially delaying, impairing or impeding the receipt of any required regulatory approvals, and the parties shall use reasonable best efforts to secure such approvals as promptly as possible. The parties shall use reasonable best efforts not to take any action or enter into any transaction that would result in a breach of any covenant made by such party in this Agreement.

6.04 Access to Records. Prior to the Closing Date, Parent shall be entitled, through its employees and representatives, to make such investigation of the Acquired Assets and such examination of the books and records of Seller as Parent may reasonably request. Any such investigation and examination shall be conducted at reasonable times after providing reasonable prior notice and under reasonable circumstances and Seller shall cooperate reasonably therewith. In order that Parent may have the opportunity to make such business, accounting and legal review, examination or investigation as it reasonably requests of the business and affairs of Seller, Seller shall furnish the representatives of the investigating or examining party, during such period, with all such information and copies of such documents as such representatives may reasonably request, shall make available its officers and employees as such representatives may reasonably request, and shall cause its officers and employees to, and use reasonable efforts to cause its consultants, agents, accountants and attorneys to, cooperate fully with such representatives in connection with such review and examination. Between the date of this Agreement and the Closing Date, as soon as the same are available, Seller will provide Parent with copies of the regularly prepared financial statements of Seller.

6.05 Notification of Certain Matters. Each of Seller, the Stockholders, and Parent shall give immediate notice to the other parties if any of the following occurs after the date of this Agreement and prior to or on the Closing Date: (a) any notice of, or other communication relating to, a default, or event which with notice or lapse of time or both would become a default, under any material Contract of Seller; (b) receipt of any notice or other communication in writing from any Person alleging that the Consent of such Person is or may be required in connection with the transactions contemplated by this Agreement, other than a Consent disclosed pursuant to Section 6.04; (c) receipt of any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; (d) the occurrence or non-occurrence of any fact or event which could reasonably be expected to cause any covenant, condition or agreement hereunder not to be complied with or satisfied; (e) the commencement or threat of any Action involving or affecting Seller or any of its properties or assets; (f) the occurrence or non-occurrence of any fact or event that causes or is reasonably likely to cause a breach by Seller, Parent, or such Stockholders of any provision of this Agreement applicable to it; (g) the occurrence of any fact or event of which such party becomes aware that results in the inaccuracy in any representation or warranty of such party in this Agreement; and (h) the occurrence of any event that, had it occurred prior to the date of this Agreement without any additional disclosure hereunder, would have constituted a Material Adverse Effect or a material adverse effect on the value, rights, or condition of (financial or otherwise) of the Acquired Assets or a Parent MAE; provided, that the delivery of any notice by any party pursuant to this provision shall not modify any representation or warranty of such party, cure any breaches thereof or limit or otherwise affect the rights or remedies available hereunder to the other parties and the failure of the party receiving such information to take any action with respect to such

notice shall not be deemed a waiver of any breach or breaches to the representations or warranties of the party disclosing such information.

6.06 No Negotiations. From the date hereof through the Closing Date, Seller and the Stockholders will, and will cause their respective representatives to cease any existing discussion or negotiation with any Persons (other than Parent) conducted prior to the date hereof with respect to any proposed, potential or contemplated acquisition of the Acquired Assets (an "Acquisition"). Seller and the Stockholders will refrain, and will cause each of their representatives to refrain from taking, directly or indirectly, any action (a) to solicit or initiate the submission of any proposal or indication of interest relating to an Acquisition with any Person (other than Parent), (b) to participate in any discussions or negotiations regarding, or furnish to any Person any information with respect to, or that may reasonably be expected to lead to, an Acquisition (or any proposal or indication of interest relating thereto) with any Person (other than Parent), (c) to authorize, engage in, or enter into any agreement or understanding (other than with Parent) with respect to an Acquisition or (d) to merge, consolidate, or combine, or to permit any other Person to merge, consolidate or combine, with Seller. The provisions of sections (b), (c) and (d) above are not applicable to the extent that the board of directors of Seller determines in good faith, after consultation with outside counsel, that it is required by Law, in order to discharge its fiduciary duties to the stockholders of Seller, to take any such action.

ARTICLE VII **INDEMNIFICATION; REMEDIES**

7.01 Indemnification by Seller and the Stockholders. After the Closing, each of Seller and each Stockholder agrees, jointly and severally, with respect to the representations or warranties in Article III, the Acquired Assets and any covenant or agreement made by Seller and the Stockholders, to indemnify, defend and hold harmless in the manner and subject to the limitations and qualifications set forth in this Article VII, Parent and its directors, officers, employees, agents, representatives, Affiliates, successors and assigns (collectively, "Purchaser Indemnitees"), against and in respect of any and all Damages based upon, arising out of, or otherwise in respect of or which may be incurred by virtue of or result from: (a) the inaccuracy in or breach of any representation or warranty made by Seller or a Stockholder in this Agreement (including all schedules and exhibits hereto), or in any certificate delivered by Seller or a Stockholder hereunder; provided, that, for purposes of this subsection (a) only, those representations and warranties which are qualified by references to "material" or "material adverse effect" or to the "knowledge" or words of similar effect of any person shall be deemed not to include such qualifications; (b) any non-fulfillment or breach of any covenant or agreement made by Seller or a Stockholder in this Agreement (including all schedules and exhibits hereto); (c) any events, circumstances, actions or occurrences related to the Acquired Assets that occurred or commenced on a date prior to the Closing Date; or (d) enforcing the indemnification provided for hereunder. The right to indemnification or any other remedy based on warranties, representations, covenants and agreements in this Agreement shall not be affected by any investigation conducted with respect to, or any knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant or agreement. The waiver of any condition based on the accuracy of any warranty or representation, or on the performance of or compliance with any covenant or agreements, will not affect the right to indemnification or any other remedy based on such warranties, representations, covenants and agreements.

7.02 Indemnification by Parent. After the Closing, Parent agrees to indemnify, defend and hold harmless in the manner and subject to the limitations and qualifications set forth in this Article VII, each of Seller and the Stockholders and their respective successors and assigns (the "Seller Indemnitees," and together with the Purchaser Indemnitees, the "Indemnitees") against and in respect of

any and all Damages based upon, arising out of, or otherwise in respect of, or which may be incurred by virtue of or result from: (a) the inaccuracy in or breach of any representation or warranty made by Parent in this Agreement (including all schedules and exhibits hereto) or in any certificate delivered by Parent hereunder; provided, that, for purposes of this subsection (a) only, those representations and warranties which are qualified by references to "material" or "Parent MAE" or to the "knowledge" or words of similar effect of any Person shall be deemed not to include such qualifications; (b) any non-fulfillment or breach of any covenant or agreement made by Parent in this Agreement (including all schedules and exhibits hereto); or (c) enforcing the indemnification provided for hereunder.

7.03 Survival. All representations and warranties of the parties contained in this Agreement or incorporated herein by reference or in any certificate delivered by a party pursuant to this Agreement shall (a) survive the Closing, notwithstanding any investigation made by or on behalf of any party hereto, and (b) be deemed to be made as of the date hereof and as of the Closing Date (except to the extent that a representation or warranty expressly states that such representation or warranty is as of a certain date). The representations and warranties contained in or made pursuant to this Agreement and the indemnity obligations set forth in Sections 7.01 and 7.02 shall terminate on, and no Claim or Action with respect thereto may be brought after, the date that is 18 months after the Closing Date; provided, that the representations, warranties and related indemnity obligations under Sections 3.01 (Corporate Existence and Power), 3.02 (Corporate Authorization; Binding Effect), 3.05 (Title to Property; Absence of Liens), 4.01 (Corporate Existence and Power) and 4.02 (Corporate Authorization; Binding Effect) shall survive indefinitely. Except as otherwise expressly provided herein, the covenants and agreements contained in this Agreement shall survive indefinitely the execution and delivery hereof and the consummation of the Merger; provided, that the covenants and agreements made by Seller and the Stockholders in Section 6.01 (Actions of Seller and the Stockholders Pending Closing) shall terminate on, and no Claim or Action with respect thereto may be brought after, the date that is 18 months after the Closing Date.

7.04 Limitations.

(a) Basket and Cap. No Indemnifying Party shall be required to indemnify any Indemnitee for any Permitted Indemnified Claim asserted under Sections 7.01(a) or 7.02(a) with respect to an inaccuracy in or breach of any representation or warranty until the aggregate amount of all Permitted Indemnification Claims with respect to such Indemnifying Party exceeds the Basket, in which event such Indemnifying Party shall be responsible only for Damages in excess of the Basket. No Indemnifying Party shall indemnify any Indemnitee for any Permitted Indemnification Claim asserted under Sections 7.01(a) or 7.02(a) with respect to an inaccuracy in or breach of any representation or warranty to the extent indemnification by such Indemnifying Party with respect to the indemnity obligations under Sections 7.01(a) or 7.02(a), would exceed the Maximum Indemnification Amount. The limitations set forth in this Section 7.04(a) shall not apply to (1) any Claims related to an inaccuracy or breach of any representation or warranty contained in Sections 3.01 (Corporate Existence and Power), 3.02 (Corporate Authorization; Binding Effect), 3.05 (Title to Properties; Absence of Liens), 4.01 (Corporate Existence and Power) and 4.02 (Corporate Authorization; Binding Effect), or (2) any Claims based on a finding of fraud, intentional misrepresentation or willful misconduct by an Indemnifying Party or by any other stockholder or employee of Seller of which the Indemnifying Party has actual knowledge of such fraud, intentional misrepresentation or willful misconduct of such other stockholder or employee of Seller. In the event the Indemnifying Party has no actual knowledge of such fraud, intentional misrepresentation or willful misconduct of such other stockholder or employee of Seller (other than a Stockholder), the maximum aggregate liability for Damages of such Indemnifying Party shall be the Maximum Indemnification Amount. In addition, in the event the Indemnifying Party has no actual knowledge of such fraud, intentional misrepresentation or willful misconduct of a Stockholder, the maximum aggregate liability for Damages of such Indemnifying Party shall be such Indemnifying Party's Pro Rata Portion of the Merger Consideration. With respect to any Claims related to an inaccuracy or

breach of any representation or warranty contained in Section 3.05 (Title to Property; Absence of Liens), the aggregate liability for Damages of an Indemnifying Party shall be the aggregate Pro Rata Portion of the Merger Consideration allocated to all of the Stockholders.

(b) Exclusive Remedy. The remedies provided in this Article VII shall be the exclusive post-Closing remedies of the parties hereto in connection with any Claim or Action arising out of this Agreement, other than Claims or Actions alleging fraud or intentional misrepresentation or willful misconduct; provided, that nothing herein is intended to waive any equitable remedies to which a party may be entitled.

(c) Tax Benefits or Liabilities. In calculating the amount of Damages owed to an Indemnitee under this Article VII, such Damages (i) shall be reduced by the amount of any Tax benefits that the Indemnitee actually realizes as a result of the incurrence of Damages from which indemnification is sought and (ii) shall be increased by the amount of any increase in Tax liabilities of the Indemnitee with respect to the receipt of payments under this Article VII.

7.05 Notice of Indemnification Claims.

(a) Notice of Claims. If (i) a Claim is made or an Action is brought by a third party against any Indemnitee, or (ii) any Indemnitee becomes aware of facts or circumstances establishing that such Indemnitee has experienced or incurred Damages or will experience or incur Damages subject to set-off or indemnification under this Article VII, then such Indemnitee shall give to the Indemnifying Party or Indemnifying Parties an Indemnification Notice as soon as reasonably practicable. If a Claim or Action relates to an Action filed by a third party, such notice will be given by the Indemnitee to the Indemnifying Party promptly but in no event more than 30 days after the Indemnitee has received written notice of such Action (provided, that failure to give such notice shall not limit the Indemnifying Party's indemnification obligation hereunder except to the extent that the delay in giving, or failure to give, the notice adversely affects the Indemnifying Party's ability to defend against the Claim). To the extent practicable, the Indemnification Notice will describe with reasonable specificity the nature of and the basis for the Damages associated therewith.

(b) Procedure in Event of Indemnification Claim. Subject to the limitations in Section 7.04, if an Indemnitee desires to assert an indemnification claim pursuant to Section 7.01 or Section 7.02, the Indemnitee promptly shall provide an Indemnification Notice to the Indemnifying Party and the other individuals specified in Section 9.01 in accordance with the procedures set forth in Section 7.05(a). If the Indemnifying Party or Indemnifying Parties do not object within 30 days after receipt of the Indemnification Notice to the propriety of the indemnification claims described as being subject to indemnification pursuant to Section 7.01 or Section 7.02 or the amount of Damages asserted in the Indemnification Notice, the indemnification claims described in the Indemnification Notice shall be deemed final and binding upon the Indemnifying Parties (hereinafter, "**Permitted Indemnification Claim**"). If the Indemnifying Party contests the propriety of an indemnification claim described on the Indemnification Notice and/or the amount of Damages associated with such claim, then the Indemnifying Party shall deliver to the Indemnitee an Indemnification Objection Notice. If the Indemnifying Party and the Indemnitee are unable to resolve the disputed matters described in the Indemnification Objection Notice within 15 business days after the date the Indemnitee received the Indemnification Objection Notice, the disputed matters will be resolved by litigation in an appropriate court of competent jurisdiction. Any undisputed indemnification claims contained in the Indemnification Notice shall be deemed to be final and binding upon the Indemnifying Parties and shall constitute a Permitted Indemnification Claim. If the litigation results in all or any portion of an indemnification claim properly being subject to indemnification pursuant to Section 7.01 or Section 7.02, such claim or portion thereof

shall be final and binding upon the Indemnifying Parties and shall constitute a Permitted Indemnification Claim.

(c) Defense of Third Party Claims. An Indemnitee against whom a third party Claim is made or Action is brought shall give the Indemnifying Party prompt notice of such Claim or Action in accordance with Section 7.05(a) so that the Indemnifying Party shall have an opportunity to defend such Claim or Action, at the Indemnifying Party's sole expense and with counsel selected by the Indemnifying Party and reasonably satisfactory to the Indemnitee. Such Indemnitee at all times also shall have the right at its sole expense (i) to participate fully in such defense or (ii) if it so elects, to assume control of such defense and the Indemnifying Party will cooperate fully with the Indemnitee; provided, that if the Indemnitee undertakes the sole defense of such Claim or Action, it shall defend such Claim or Action in good faith, shall apprise the Indemnifying Party from time to time as the Indemnitee deems appropriate of the progress of such defense and shall not consent to the entry of any judgment or enter into any settlement except with the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld, conditioned or delayed). In addition, the Indemnitee will have the right to employ Separate Counsel to represent the Indemnitee in any Action or group of related Actions (which firm or firms shall be reasonably satisfactory to the Indemnifying Party) if at any time, in the Indemnitee's reasonable judgment, after receipt of the written advice of outside counsel to the effect that, either a conflict of interest between the Indemnitee and the Indemnifying Party exists with respect to such Claim or Action or there may be defenses available to the Indemnitee that are different from or in addition to those available to the Indemnifying Party, and in that event (i) the reasonable fees and expenses of such Separate Counsel will be paid by the Indemnifying Party (it being understood, however, that the Indemnifying Party will not be liable for the fees and expenses of more than one Separate Counsel (excluding local counsel) with respect to any Claim or Action by a third party (even if against multiple Indemnitees)) and (ii) each of the Indemnifying Party and the Indemnitee will have the right to conduct its own defense of such Claim or Action. Failure of an Indemnifying Party to give an Indemnitee written notice of its election to defend such Claim or Action within 20 days after receipt of notice thereof shall be deemed a waiver by such Indemnifying Party of its right to defend such Claim or Action. If an Indemnifying Party shall elect not to assume the defense of such Claim or Action (or if such Indemnifying Party shall be deemed to have waived its right to defend such Claim or Action), the Indemnitee against whom such Claim or Action is made shall have the right, but not the obligation, to undertake the sole defense of, and to compromise or settle, the Claim or Action on behalf, for the account, and at the risk and expense, of the Indemnifying Party (including the payment by such Indemnifying Party of the Indemnitees' reasonable attorneys', accountant and expert fees); provided, that if the Indemnitee undertakes the sole defense of such Claim or Action on behalf of the account, and at the risk and expense of the Indemnifying Party, it shall defend such Claim or Action in good faith and shall apprise the Indemnifying Party from time to time as the Indemnitee deems appropriate of the progress of such defense. If one or more of the Indemnifying Parties assumes the defense of such Claim or Action, the obligation of such Indemnifying Party hereunder as to such Claim or Action shall include taking all steps necessary in the defense or settlement of such Claim or Action. The Indemnifying Party, in the defense of such Claim or Action, shall not consent to the entry of any judgment or enter into any settlement (except with the written consent of the Indemnitee, which shall not be unreasonably withheld, conditioned or delayed) which does not include as an unconditional term thereof the giving by the claimant to the Indemnitee against whom such Claim is made or Action is brought of a release from all liability in respect of such Claim or Action (which release shall exclude only any obligations incurred in connection with any such settlement) or which contains any sanction or restriction on the conduct of business by the Indemnitee. If the Claim or Action is one that cannot by its nature be defended solely by the Indemnifying Party, then the Indemnitee shall make available, at the Indemnifying Party's expense, all information and assistance that the Indemnifying Party reasonably may request.

(d) Determination of Damages. Subject to the limitations set forth in this Agreement, the Indemnifying Party or Indemnifying Parties shall pay to the Indemnitee the entire amount of all Damages associated with any Permitted Indemnification Claim within ten days after such claim is determined to be a Permitted Indemnification Claim pursuant to Section 7.05(b); provided, that with regard to any Permitted Indemnification Claim by Parent, Parent shall first set-off any such Damages to the extent of the Escrow Amount in accordance with the terms of the Escrow Agreement and, only after the Escrow Fund has been reduced to \$0, shall Parent obtain Damages in excess of the Escrow Amount from Seller or any Stockholder to the extent Parent is entitled to additional Damages pursuant to Section 7.04(a).

ARTICLE VIII TERMINATION OF OBLIGATIONS; SURVIVAL

8.01 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing Date as follows and in no other manner:

- (a) by mutual consent in writing of Parent and Seller;
- (b) by either Seller or Parent, by written notice to the other if, for any reason, the Closing has not occurred prior to the close of business on or before May 31, 2008; provided, that the right to terminate this Agreement pursuant to this Section 8.01(b) shall not be available to Seller or Parent, as applicable, if the party seeking to terminate the Agreement is responsible for the delay;
- (c) by Parent (provided, that Parent is not then in breach of any representation or warranty contained in this Agreement), at its election, in the event (i) of a breach of any representation or warranty of Seller or the Stockholders contained herein which cannot be or has not been cured within 10 days after the giving of written notice by Parent to Seller or the Stockholders of such breach and which breach is reasonably likely, in the opinion of Parent, to permit Parent to refuse to consummate the transactions contemplated by this Agreement pursuant to the standard set forth in Section 5.03(a), or (ii) of a material breach by Seller or the Stockholders of any covenant or agreement of Seller or the Stockholders contained in this Agreement, in either case which cannot be or has not been cured within 10 days after the giving of written notice to the breaching party of such breach;
- (d) by Seller (provided, that neither Seller nor the Stockholders is then in breach of any representation or warranty contained in this Agreement), at its election, in the event (i) of a breach of any representation or warranty of Parent contained herein which cannot be or has not been cured within 10 days after the giving of written notice by Seller to Parent of such breach and which breach is reasonably likely, in the opinion of Seller, to permit Seller to refuse to consummate the Transactions pursuant to the standard set forth in Section 5.02(a), or (ii) of a material breach by Parent of any covenant or agreement of Parent contained in this Agreement, in either case which cannot be or has not been cured within 10 days after the giving of written notice to the breaching party of such inaccuracy or breach; or
- (e) automatically, without any action on the part of any of the parties, if the Merger Agreement is terminated in accordance with its terms.

8.02 Effect of Termination. If this Agreement is terminated pursuant to Section 8.01, (i) this Agreement shall forthwith become void and have no further force or effect, and (ii) the parties shall have no further liability under this Agreement; provided, that termination is not based on a willful breach of a representation, warranty, agreement or covenant set forth in this Agreement, in which event the terminating party will be entitled to exercise any and all remedies available under law or equity in accordance with this Agreement. Notwithstanding the foregoing, the obligations of the parties contained

in this Section 8.02, and in the Non-Disclosure Agreement shall survive any such termination and the obligations of Seller and the Stockholders under Section 6.06 shall survive for the period specified in such section.

ARTICLE IX
GENERAL PROVISIONS

9.01 Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given (a) when delivered by hand; (b) when sent by telecopier or electronic mail, provided that a copy is mailed by U.S. certified mail, return receipt requested; (c) three (3) days after being sent by U.S. certified mail, return receipt requested; or (d) one (1) day after deposit with a nationally recognized overnight delivery service, in each case to the appropriate addresses and telecopier numbers set forth below (or to such other addresses and telecopier numbers as a party may designate by notice to the other parties):

Seller: I Squared, Inc.
c/o Gordon Burns
281 Old Church Road
Greenwich, CT 06930
Telephone: (203) 629-0294
Facsimile: (203) 629-8702
Email: gmburns@optonline.net

Stockholders: Gordon Burns
281 Old Church Road
Greenwich, CT 06930
Telephone: (203) 629-0294
Facsimile: (203) 629-8702
Email: gmburns@optonline.net

With a copy to: GrayRobinson, P.A.
1800 West Hibiscus Boulevard
Suite 138
Melbourne, FL 32902-1870
Attention: John Kancilia
Telephone: 321-727-8100
Facsimile: 321-984-4122

Parent: Raytheon Company
870 Winter Street
Waltham, MA 02451
Attention: General Counsel
Telephone: (781) 522-5096
Facsimile: (781) 522-6471

With a copy to: DLA Piper US LLP
500 Eighth Street, NW
Washington, DC 20004
Attention: Frank M. Conner III
Telephone: (202) 799-4221
Facsimile: (202) 799-5221

9.02 Further Assurances. The parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement.

9.03 Waiver. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

9.04 Entire Agreement and Modification. This Agreement, including the exhibits and schedules hereto, along with the Merger Agreement and all ancillary documents related thereto or referenced therein constitutes the final, complete and exclusive agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersede all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto.

9.05 Assignments, Successors, and No Third-Party Rights. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties; provided, that Parent may assign its rights and obligations under this Agreement to (a) any Person that succeeds to substantially all of its assets and liabilities, or (b) any Person that succeeds to substantially all of the assets and liabilities of Seller after the Closing Date.

9.06 Severability. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision or provisions shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without invalidating the remainder of such provision or provisions or the remaining provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein, unless such a construction would be unreasonable.

9.07 Expenses. The parties agree that all fees and expenses incurred by them in connection with this Agreement and the transactions contemplated hereby shall be borne by the party incurring such fees and expenses, including, all fees of counsel and accountants. The parties further agree that the fees and expenses incurred by Seller in connection with this Agreement and the transactions contemplated hereby, including attorneys' fees and brokers' fees, shall be paid by the Stockholders or Seller. The Stockholders or Seller will bear all applicable Taxes, if any, which are due as a result of the transfer of the Acquired Assets in accordance with this Agreement.

9.08 Public Announcements. Between the date of this Agreement and the Closing Date, neither Seller, the Stockholders, nor Parent shall make or issue, or cause to be made or issued, any announcement or written statement concerning this Agreement or the transactions contemplated hereby for dissemination to the general public without the prior consent of the other parties, except for, however, any announcement or written statement required to be made by Law (including securities laws of any jurisdiction and rules and regulations of any applicable stock exchange) in which case the party required to make such announcement, whenever practicable, shall consult with the other parties concerning the timing and content of such announcement before such announcement is made. After the Closing Date,

Parent may make any press release or other public announcement concerning the transactions contemplated by this Agreement; provided, that Parent provides each of Seller and the Stockholders with a reasonable opportunity to review and comment upon any such press release prior to making it; provided further, that each of Seller and the Stockholders shall respond on a timely basis and Parent shall not be restricted from making such announcement.

9.09 Governing Law. This Agreement and the legal relationship among the parties hereto shall be governed and construed under the laws of the State of New York. Parent, Seller, and the Stockholders irrevocably agree that any legal action or proceeding arising out of or in connection with this Agreement may be brought in any state or federal court located in Boston, Massachusetts and each party agrees not to assert, by way of motion, as a defense, or otherwise, in any such action, suit or proceeding, any claim that it is not subject personally to the jurisdiction of such court, that the action, suit or proceeding is brought in an inconvenient forum, that the venue of the action, suit or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court, and hereby agrees not to challenge such jurisdiction or venue by reason of any offsets or counterclaims in any such action, suit or proceeding. Each of the parties hereto hereby irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by applicable Law.

9.10 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature by telecopy shall be sufficient to evidence a party's intention to be bound hereby; provided, that such party forwards its/his/her original signature to the other parties by first class mail or overnight delivery service.

9.11 No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

9.12 Interpretation. Unless the context otherwise requires, (a) all references to Sections, Seller Letters or Exhibits are to Sections in or Seller Letters or Exhibits to this Agreement, and (b) words in the singular or plural include the singular and plural and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Sections" refer to the corresponding Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

9.13 Costs and Attorneys' Fees. In the event that any action, suit or other proceeding is instituted concerning or arising out of this Agreement or any transaction contemplated hereunder, the prevailing party shall recover all of such party's costs and attorneys' fees incurred in each such action, suit or other proceeding, including any and all appeals or petitions therefrom.

(Signature page appears on following page)

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date first written above.

RAYTHEON COMPANY

By: _____
Name: Jay B. Stephens
Title: Senior Vice President, General Counsel and Secretary

I SQUARED, INC.

By: _____
Name: Gordon Burns
Title: Chairman and President

STOCKHOLDERS

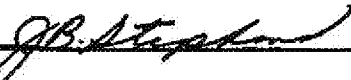
Gordon Burns

Terry Gillette

Helayne Ray

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By: 
Name: Jay B. Stephens
Title: Senior Vice President, General Counsel and Secretary

I SQUARED, INC.

By: _____
Name: Gordon Burns
Title: Chairman and President

STOCKHOLDERS

Gordon Burns

Terry Gillette

Helayne Ray

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

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RAYTHEON COMPANY

By: _____
Name: Jay B. Stephens
Title: Senior Vice President, General Counsel and Secretary

I SQUARED, INC.

By: Gordon Burns
Name: Gordon Burns
Title: Chairman and President

STOCKHOLDERS

Gordon Burns
Gordon Burns

Terry Gillette

Helaync Ray

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IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date first written above.

RAYTHEON COMPANY

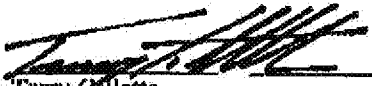
By: _____
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I SQUARED, INC.

By: _____
Name: Gordon Burns
Title: Chairman and President

STOCKHOLDERS

Gordon Burns



Terry Gillette



Helayne Riley

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]