

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8358439

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CFLA (ABC), LLC	02/28/2023
RECEIVING PARTY DATA	
Name:	XM CYBER LTD
Street Address:	SAPIR 7
Internal Address:	2ND FLOOR
City:	HERZELIA PITUACH
State/Country:	ISRAEL
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10630703
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	eliana@phdpatent.com
Correspondent Name:	MOMENTUM IP LTD.
Address Line 1:	SAPIR 7
Address Line 2:	2ND FLOOR
Address Line 4:	HERZELIA PITUACH, ISRAEL
NAME OF SUBMITTER:	ELIANA GOLDMAN
SIGNATURE:	/Eliana Goldman/
DATE SIGNED:	01/02/2024
Total Attachments: 40	
source=CFLA_to_XM_Cyber_assignment#page1.tif	
source=CFLA_to_XM_Cyber_assignment#page2.tif	
source=CFLA_to_XM_Cyber_assignment#page3.tif	
source=CFLA_to_XM_Cyber_assignment#page4.tif	
source=CFLA_to_XM_Cyber_assignment#page5.tif	
source=CFLA_to_XM_Cyber_assignment#page6.tif	
source=CFLA_to_XM_Cyber_assignment#page7.tif	

source=CFLA_to_XM_Cyber_assignment#page8.tif
source=CFLA_to_XM_Cyber_assignment#page9.tif
source=CFLA_to_XM_Cyber_assignment#page10.tif
source=CFLA_to_XM_Cyber_assignment#page11.tif
source=CFLA_to_XM_Cyber_assignment#page12.tif
source=CFLA_to_XM_Cyber_assignment#page13.tif
source=CFLA_to_XM_Cyber_assignment#page14.tif
source=CFLA_to_XM_Cyber_assignment#page15.tif
source=CFLA_to_XM_Cyber_assignment#page16.tif
source=CFLA_to_XM_Cyber_assignment#page17.tif
source=CFLA_to_XM_Cyber_assignment#page18.tif
source=CFLA_to_XM_Cyber_assignment#page19.tif
source=CFLA_to_XM_Cyber_assignment#page20.tif
source=CFLA_to_XM_Cyber_assignment#page21.tif
source=CFLA_to_XM_Cyber_assignment#page22.tif
source=CFLA_to_XM_Cyber_assignment#page23.tif
source=CFLA_to_XM_Cyber_assignment#page24.tif
source=CFLA_to_XM_Cyber_assignment#page25.tif
source=CFLA_to_XM_Cyber_assignment#page26.tif
source=CFLA_to_XM_Cyber_assignment#page27.tif
source=CFLA_to_XM_Cyber_assignment#page28.tif
source=CFLA_to_XM_Cyber_assignment#page29.tif
source=CFLA_to_XM_Cyber_assignment#page30.tif
source=CFLA_to_XM_Cyber_assignment#page31.tif
source=CFLA_to_XM_Cyber_assignment#page32.tif
source=CFLA_to_XM_Cyber_assignment#page33.tif
source=CFLA_to_XM_Cyber_assignment#page34.tif
source=CFLA_to_XM_Cyber_assignment#page35.tif
source=CFLA_to_XM_Cyber_assignment#page36.tif
source=CFLA_to_XM_Cyber_assignment#page37.tif
source=CFLA_to_XM_Cyber_assignment#page38.tif
source=CFLA_to_XM_Cyber_assignment#page39.tif
source=CFLA_to_XM_Cyber_assignment#page40.tif

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the “*Agreement*”) is entered into as of February 28, 2023 (the “*Effective Date*”) by and among CFLA (ABC), LLC, a Delaware limited liability company (“*Seller*”), as assignee for the benefit of creditors of Confluera, Inc., a Delaware Corporation (“*Assignor*”), and XM Cyber Ltd. (“*Buyer*”).

RECITALS

A. **WHEREAS**, as approved by unanimous written consent of the board of directors (the “**Board**”) of Assignor, Assignor has transferred ownership of all its rights, title and interest in and to all of its tangible and intangible assets (“*Assets*”) to Seller, and in so doing has also designated Seller to act, pursuant to California law, as the assignee for the benefit of creditors of Assignor. The General Assignment, dated and effective October 21, 2022 (“*General Assignment*”) between Assignor and Seller is attached hereto as Exhibit A.

B. **WHEREAS**, Buyer desire to purchase and Seller desires to sell to Buyer, on the terms and conditions set forth herein, certain assets of Seller defined in Section 1 below. After consummation of the Closing contemplated under this Agreement, Seller will liquidate any remaining assets that are not Assets, and will undertake the winding down of Assignor, which shall ultimately include, but shall not be limited to, the distribution of net funds, after payment of fees and costs associated with the liquidation and winding down, from the General Assignment estate to Assignor’s creditors, which are generated from the sale of the Assets.

C. **WHEREAS**, Seller and Buyer are entering into this Agreement following arms’ length negotiations conducted in good faith.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, agreements, representations and warranties hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller hereby agree as follows:

AGREEMENT

1. Sale/Purchased Assets.

1.1 Subject to the terms and conditions set forth herein and in reliance on the representations, warranties and covenants set forth in this Agreement, upon the Closing, Seller hereby irrevocably agrees to sell, convey, assign and transfer to Buyer, and Buyer agrees to purchase and acquire from Seller at the Closing, all of Seller’s right, title and interest in and to certain of the Assets, as more fully listed on Exhibit 1.1, and all rights and privileges relating thereto, including without limitation all moral rights to the extent transferable under applicable law (the “*Purchased Assets*”).

1.2 The Purchased Assets will be sold, assigned, transferred and conveyed to Buyer on the Closing Date (as defined below) free and clear of all liens, claims, existing

pledges, licenses, rights of possession, security interests, restrictions, encumbrances, charges, title retention, conditional sale or other security arrangements (collectively, “*Encumbrances*”). The Purchased Assets will be sold on an “AS IS” and “WHERE IS” basis, with the Seller making no representations or warranties other than those specifically set forth below.

1.3 As Assignee, Seller is responsible for maintaining business records during the assignment process and, among other things, will have to prepare and file final tax returns. To the extent Buyer requires business records of Assignor that Seller requires to administer the assignment estate, Buyer shall, at its own expense, arrange to obtain copies of such records from Seller.

2. **Excluded Assets.**

2.1 Notwithstanding anything to the contrary in this Agreement, the Purchased Assets shall not include any of the Excluded Assets and the Excluded Assets shall not be transferred to Buyer, but shall be retained by Seller. For purposes of this Agreement, “*Excluded Assets*” shall include the following items: (i) all cash and cash equivalents; (ii) any right that Seller has with respect to deposits, insurance refunds, tax refunds, claims for tax refunds and tax attributes arising prior to the Closing Date; (iii) any prepaid taxes of Seller or Assignor attributable to pre-Closing tax periods; (iv) except as set forth on Exhibit 1.1, any and all rights, title and interest in any litigation, claims, causes of action whether known or unknown, asserted or unasserted, for any action, conduct, or omissions arising prior to the Closing Date; (v) claims for preference or fraudulent conveyance recoveries under applicable law; (vi) corporate minute books, and other books and records that do not relate to the Purchased Assets; (vii) all insurance policies, refunds, recoveries or associated rights; and (viii) the Purchase Price and any other rights or obligations granted to the Seller under this Agreement. In addition, Seller shall be entitled to retain copies of books and records to the extent necessary for Seller to administer the assignment estate in accordance with the General Assignment.

3. **Assumed/Excluded Liabilities.**

3.1 Buyer shall not assume or become obligated in any way to pay, and shall have no responsibility with respect to, any liabilities, indebtedness, debts or obligations of Seller or Assignor, known or unknown, absolute or contingent, accrued or unaccrued, whether due or to become due, including but not limited to (i) any liabilities or obligations now or hereafter arising from Assignor’s business activities that took place prior to the Closing or any liabilities arising out of or connected to the liquidation and winding down of Assignor’s business from and after the Closing, (ii) any Encumbrances, and (iii) any commercial, contractual or obligations or liabilities of Seller and/or its shareholders and/or any party acting on its behalf, including royalties payable, in connection with the Assets.

3.2 The execution and delivery of this Agreement shall not be deemed to confer any rights upon any person or entity other than the parties hereto, or make any person or entity a third party beneficiary of this Agreement, or to obligate either party to any person or entity other than the parties to this Agreement.

4. **Consideration.**

4.1 In consideration of the sale, conveyance, assignment, and transfer of the Purchased Assets and in full payment therefor, upon and subject to the Closing, and after satisfaction of the conditions listed below, Buyer agrees to pay Seller an aggregate amount of two million dollars (\$2,000,000.00) (the “**Purchase Price**”).

4.2 Buyer shall be solely responsible for the payment of any taxes, duties, or other governmental assessments imposed on the Buyer by virtue of the purchase of the Purchased Assets by Buyer under this Agreement by any tax authority or other governmental agency. Seller and Buyer will use their commercially reasonable efforts to minimize any taxes payable in connection with the assignment, transfer or conveyance of the Purchased Assets hereunder, including without limitation, the transfer via electronic transmission of all Purchased Assets capable of being so transmitted.

5. **Closing.**

5.1 The consummation of the purchase and sale of the Purchased Assets by the Buyer (the “**Closing**”) shall take place via the electronic exchange of documents or in such other manner agreed by Buyer and Seller, no later than February 10, 2023 (the “**Expiration Date**”), or such other date, place or time as may be agreed upon between the parties (the “**Closing Date**”).

5.2 Except as otherwise provided in this Section, upon Closing,

- a. title to the Purchased Assets shall pass to Buyer;
- b. Seller shall execute, or provide copies of, and shall deliver to Buyer, duly executed copies of the following documents to convey to Buyer title to all of the Purchased Assets, free and clear of all the Encumbrances, in accordance with Section 1.2 of this Agreement:
 - i. an assignment and bill of sale, in the form attached hereto as Exhibit 5.2(i);
 - ii. a patent assignment agreement, in the form attached hereto as Exhibit 5.2(ii); and
 - iii. a trademark and domain assignment agreement, in the form attached hereto as Exhibit 5.2(iii).
- c. Seller shall make available to Buyer for Buyer’s possession the Purchased Assets, *provided, however*, that the expenses of retrieving, removing and transferring the Purchased Assets shall be borne exclusively by Buyer.

6. **Conditions to Closing.**

6.1 **Conditions to Buyer’s Obligations.** Buyer’s obligations hereunder shall be subject to the satisfaction and fulfillment of each of the following conditions, except as Buyer may expressly waive the same in writing:

a. All representations and warranties of Seller in Section 7.1 are accurate in all material respects, and not misleading in any material respect, on and as of the date given, and on and as of the Closing Date with the same force and effect as though such representations and warranties were made on and as of the Closing Date.

b. Seller shall have complied, and shall have fully performed, all conditions, covenants and obligations of this Agreement imposed on Seller and required to be performed or complied with by Seller at, or prior to, the Closing Date.

c. Seller shall make the Purchased Assets available to Buyer as set forth in this Agreement.

d. Seller has delivered, and Buyer shall have received, the counterparts of the documents described in Section 5.2(b) signed by the Seller.

6.2 **Conditions to Seller's Obligations.** Seller's obligations hereunder shall be subject to the satisfaction and fulfillment of each of the following conditions, except as Seller may expressly waive the same in writing:

a. All representations and warranties of Buyer in Section 7.2 are accurate in all material respects as of the Closing Date.

b. Buyer has delivered the Purchase Price.

c. Buyer has delivered, or stands ready to deliver, the counterparts of the documents described in Section 5.2 (b) signed by the Buyer.

7. **Representations and Warranties.**

7.1 **Seller's Representations and Warranties.** Except as to Seller's representations and warranties provided in subsections a. through i. below (all of which Seller hereby represents and warrants to Buyer are true, accurate and correct), the Purchased Assets are being sold "as is" and "where is" with no express or implied representation and warranties of any kind, nature, or type whatsoever from, or on behalf of Seller except:

a. Seller (i) is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware, and (ii) has all requisite corporate power and authority to execute, and deliver this Agreement and perform its obligations hereunder and under the General Assignment and the transactions contemplated hereby.

b. No consent, approval, authorization or order of, or registration or filing with, or notice to, any court or governmental agency or body having jurisdiction or regulatory authority over Seller is required for (i) Seller's execution and delivery of this Agreement (and each agreement executed and delivered by it in connection herewith) or (ii) the consummation by Seller of the transactions contemplated by this Agreement (and each agreement executed and delivered by it in connection herewith) or, to the extent so required, such consent, approval, authorization, order, registration, filing or notice has been obtained, made or given (as applicable) and is still in full force and effect.

c. No person or entity acting on behalf of Seller or any of its affiliates or under the authority of any of them is or will be entitled to any “brokers” or “finders” fee or any other commission or similar fee, directly or indirectly, from Seller or any of its affiliates in connection with any of the transactions contemplated by this Agreement.

d. The execution, delivery, and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby are within the power of Seller and have been duly authorized by all necessary actions on the part of Seller. Neither the signing and delivery of this Agreement by Seller, nor the performance by Seller of its obligations under this Agreement, will (i) violate Seller’s Operating Agreement, or (ii) to the best of Seller’s knowledge, violate any law, statute, rule or regulation or order, judgment, injunction or decree of any court, administrative agency or government body applicable to Seller. The execution of this Agreement by Seller constitutes, or will constitute, a legal valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to or affecting the enforcement of creditors’ right generally and general principles of equity.

e. Seller warrants and represents that it has not made, and is not subject to, any other judgment, order, agreement, contract, or arrangement of any kind with any other party with respect to the Purchased Assets which would in any way prevent the consummation of the transactions contemplated by this Agreement, or give rise against Buyer, or either one of them, to any claim, demand, cause of action, or liability as a result of the execution or consummation of this Agreement.

f. All rights, title and interests of Seller with regard to the ownership and possession of the Purchased Assets are rights, title and interests held as assignee pursuant to the General Assignment made by Assignor. Pursuant to the General Assignment, Assignor has informed Seller that it transferred all of Assignor’s right, title and interest in and to the Assets to Seller. Pursuant to this Agreement, Seller sells, assigns, and transfers all of its rights, title and interests in and to the Purchased Assets to Buyer and such Purchased Assets and all of the rights and interests possessed by Seller in the Purchased Assets are fully and completely transferable and assignable to Buyer. To the best of Seller’s knowledge and belief after reasonable inquiry, including, without limitation, competent assessment of a UCC search in Assignor’s state of incorporation, Seller, as Assignee, has good and marketable title to all of the Purchased Assets. Seller sells, assigns, transfers and conveys the Purchased Assets to Buyer “as is” and “where is”, with no representations or warranties as to merchantability, fitness or use.

g. To the best of Seller’s knowledge, the General Assignment was duly authorized by Assignor’s Board and is a valid agreement binding on the Assignor and Seller.

h. In compliance with applicable laws, the Seller is the duly appointed and acting assignee for the benefit of creditors for the Assignor under the Assignment. There have been no challenges threatened or asserted to the General Assignment or the enforceability thereof.

i. There is no pending or, to the Seller’s knowledge, threatened

claim, action, arbitration, inquiry, investigation, suit, proceeding or other litigation against the Assignor or the Seller that would materially and adversely affect the Buyer's interest in the Purchased Assets or the transaction contemplated by this Agreement following the Closing, or that would prevent the consummation of the sale transaction contemplated hereby. To the best of Seller's knowledge, there are no judgments, decrees, injunctions or orders of any court, governmental body, department, commission, agency, instrumentality or arbitrator against Seller or Assignor that would materially and adversely affect the Buyer's interest in the Purchased Assets following the Closing.

7.2 **Buyer's Representations and Warranties**. Buyer represents and warrants to Seller, as follows:

a. Buyer (i) is an entity duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation, and (ii) has all requisite corporate power and authority to execute, deliver, and perform the transactions contemplated hereby.

b. The execution, delivery, and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby are within the power of Buyer and have been duly authorized by all necessary actions on the part of Buyer. The execution of this Agreement by Buyer constitutes, or will constitute, a legal valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

c. No consent, approval, authorization or order of, or registration or filing with, or notice to, any court or governmental agency or body having jurisdiction or regulatory authority over Buyer (or any of its properties) is required for (i) Buyer's execution and delivery of this Agreement (and each agreement executed and delivered by it in connection herewith) or (ii) the consummation by Buyer of the transactions contemplated by this Agreement (and each agreement executed and delivered by it in connection herewith) or, to the extent so required, such consent, approval, authorization, order, registration, filing or notice has been obtained, made or given (as applicable) and is still in full force and effect.

d. No person or entity acting on behalf of Buyer or any of its affiliates or under the authority of any of them is or will be entitled to any "brokers" or "finders" fee or any other commission or similar fee, directly or indirectly, from Buyer or any of its affiliates in connection with any of the transactions contemplated by this Agreement

8. **Further Assurances.**

The Parties hereto agree to assist one another in good faith with respect to the transition of the Purchased Assets to Buyer at no out-of-pocket expense to Seller. Without derogating from the generality of the foregoing, from and after the Closing Date, Seller shall cooperate with Buyer and promptly sign and deliver to Buyer any and such additional documents, instruments, endorsements and related information and take actions as Buyer may reasonably request for the purpose of effecting the transfer of Seller's and/or Assignor's title to the Purchased Assets to Buyer, and/or carrying out the provisions of this Agreement, provided, however, that Seller shall be reimbursed for its reasonable costs and expenses incurred in providing such documents, instruments,

endorsements or related information.

9. **AS-IS Sale; Warranty Disclaimer.**

EXCEPT AS SET FORTH HEREIN, THE PURCHASED ASSETS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY ALL OF ITS RIGHT, TITLE AND INTEREST IN AND TO THE PURCHASED ASSETS TO BUYER AND BUYER SHALL ACCEPT THE PURCHASED ASSETS "AS IS, WHERE IS, WITH ALL FAULTS." BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PURCHASED ASSETS OR RELATING THERETO MADE OR FURNISHED BY SELLER OR ITS REPRESENTATIVES, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, EXCEPT AS EXPRESSLY STATED HEREIN. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PURCHASED ASSETS ARE BEING SOLD "AS IS, WHERE IS, WITH ALL FAULTS."

BUYER ACKNOWLEDGES TO SELLER THAT BUYER WILL HAVE THE OPPORTUNITY TO CONDUCT PRIOR TO CLOSING SUCH INSPECTIONS AND INVESTIGATIONS OF THE PURCHASED ASSETS AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE PURCHASED ASSETS AND ITS ACQUISITION THEREOF. BUYER FURTHER WARRANTS AND REPRESENTS TO SELLER THAT BUYER WILL RELY SOLELY ON ITS OWN REVIEW AND OTHER INSPECTIONS AND INVESTIGATIONS IN THIS TRANSACTION AND NOT UPON THE INFORMATION PROVIDED BY OR ON BEHALF OF SELLER, OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES WITH RESPECT THERETO. BUYER HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS INCLUDING, BUT NOT LIMITED TO, LATENT OR PATENT DEFECTS, ADVERSE PHYSICAL OR OTHER ADVERSE MATTERS, MAY NOT HAVE BEEN REVEALED BY BUYER'S REVIEW AND INSPECTIONS AND INVESTIGATIONS.

BUYER ACKNOWLEDGES THAT SOME ASSETS DESCRIBED IN EXHIBIT 1.1 MAY CONTAIN THIRD-PARTY INTELLECTUAL PROPERTY THAT MAY HAVE BEEN LICENSED BY ASSIGNOR OR OTHERWISE ACQUIRED BY ASSIGNOR. BUYER UNDERSTANDS THAT SELLER MAY BE UNABLE TO TRANSFER INTELLECTUAL PROPERTY BELONGING TO, OWNED OR OTHERWISE RESTRICTED BY A THIRD-PARTY WITHOUT THE EXPRESS WRITTEN CONSENT OF THAT PARTY, WHICH WILL NOT BE OBTAINED OR SOUGHT BY SELLER AS A PART OF THIS AGREEMENT. BUYER SHALL ACCEPT FULL RESPONSIBILITY FOR COMMUNICATING WITH THIRD PARTIES WHO'S INTELLECTUAL PROPERTY MAY BE INCLUDED IN THE PURCHASED ASSETS TRANSFERRED HEREBY AND SHALL PAY ANY AND ALL

LICENSING OR OTHER FEES, COSTS, EXPENSES OR CHARGES THAT MAY BE ASSOCIATED WITH USING SAID ASSETS. FOR THE PURPOSES HEREOF, THE TERM "THIRD PARTY" SHALL NOT INCLUDE ASSIGNOR.

10. **Limitation of Liability.**

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, SELLER SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST DATA, (II) FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, OR (III) FOR ANY MATTER BEYOND SELLER'S REASONABLE CONTROL.

11. **Termination of Agreement.**

If the Closing does not occur on or prior to the Expiration Date or such later date upon which Buyer and Seller may agree in writing, this Agreement shall be terminated upon written notice of termination given by either Seller or Buyer, provided such party providing notice is not in default of its obligations hereunder, and thereupon this Agreement shall become null and void and no party hereto will have any further rights or obligations hereunder,.

12. **Specific Performance.**

If Buyer or Seller fails to complete the purchase contemplated in this Agreement because by failure to comply with this Agreement, the non-defaulting party shall have the option, but not the requirement, to bring an action for specific performance and thereby require performance in full of this Agreement.

13. **Survival of Warranties and Indemnification.**

13.1 **Survival of Warranties.** All representations and warranties made by Seller or Buyer herein, or in any certificate, schedule or exhibit delivered pursuant hereto, shall survive the Closing for a period of six (6) months after the Closing Date.

13.2 **Indemnified Losses.** For the purpose of this Section 13 and when used elsewhere in this agreement, "*Loss*" shall mean and include any and all liability, loss, damage, claim, expense, cost, fine, fee, penalty, obligation or injury including, without limitation, those resulting from any and all actions, suits, proceedings, demands, assessments, judgments, award or arbitration, together with reasonable costs and expenses including the reasonable attorneys' fees and other legal costs and expenses relating thereto.

13.3 **No Indemnification by Seller.** Seller is selling to Buyer the Purchased Assets defined in this Agreement on an "AS IS" and "WHERE IS" basis, clear with the exception of the Encumbrances, with no representations or warranties as to merchantability, fitness or usability or in any other regard (except for the limited representations and warranties specifically set forth above), and Seller does not agree to defend, indemnify or hold harmless Buyer, any parent, subsidiary or affiliate of Buyer or any director, officer, employee,

stockholder, agent or attorney of Buyer or of any parent, subsidiary or affiliate of Buyer from and against and in respect of any Loss which arises out of or results from the transactions described herein (except in connection with any breach by Seller of any covenant herein, or the inaccuracy or untruth of any representation or warranty of Seller made herein).

13.4 **Indemnification by Buyer.** Subject to the provisions and limitations set forth in this Section 13, Buyer agrees to defend, indemnify and hold harmless Seller, any parent, subsidiary or affiliate of Seller, and any officers, directors, members, agents, managers, representatives, employees or attorneys of Seller or of any parent, subsidiary or affiliate of Seller (collectively, the “*Seller Indemnitees*”) from and against and in respect of any Loss which directly arises out of or results from Buyer’s use of the Purchased Assets after the Closing *provided, however*, that nothing in this Section 13.4 shall impose on Buyer any duty to indemnify Seller Indemnitees for any Excluded Liabilities.

13.5 **Liability Limitations.** A claim for indemnification under this Section 13 may be brought, if at all, for a period of six (6) months after the Closing Date, with respect to any claim or claims for indemnification under this Section 13. Notwithstanding anything to the contrary herein, in all circumstances Seller’s total liability to Buyer for any claim(s) under this agreement or any related agreement, including for any breach of the covenants, representations, and warranties contained herein or therein, shall not exceed \$250,000 in the aggregate.

14. **Notices.**

Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally, emailed, or mailed by first-class U.S. mail, postage prepaid, to the respective addresses of the parties as set below (or such other address as a party may designate by ten (10) days written notice) on the parties as set forth below:

To Buyer: XM Cyber Ltd.
Attn: Noam Erez
Address: Sapir 7, 2nd floor, Herzelia
Pituach, Israel
E-Mail: noam@xmcyber.com

With a copy to: H-F & Co. Law Offices,
Address: The Rubinstein House
20 Lincoln St. 10th floor, Tel Aviv
67021, Israel,
Attn: Nitzan Hirsch-Falk, Adv.
E-Mail: nitzan@h-f.co;
Facsimile: +972-3-7944-878

To the Seller: CFLA (ABC), LLC
Attn: James E. Gansman
Address: 1738 Belmar Blvd.
Belmar, NJ 07719

E-Mail: jgansman@rockcreekfa.com

With a copy to: Law Office of Nathan A. Schultz,
P.C.
Attn: Nathan A. Schultz, Esq.
Address: 10621 Craig Road
Traverse City, MI 49686
E-Mail: nschultzesq@gmail.com

15. **Non-Waiver.**

No failure to exercise, and no delay in exercising, on the part of any party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder.

16. **Severability.**

If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

17. **Choice of Law.**

This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United States without regard to conflicts of law provisions thereof.

18. **Attorneys' Fees and Expenses.**

Except as provided in the next sentence, Buyer and Seller shall each bear their own expenses incurred in connection with the transactions contemplated by this Agreement. Notwithstanding the foregoing, if any party breaches this Agreement, the breaching party shall be responsible for the costs and expenses, including reasonable attorneys' fees, incurred by the other parties in enforcing this Agreement against such breaching party.

19. **Modifications in Writing.**

Any waivers or amendments of this Agreement or any provision hereof shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties.

20. **Waiver of Jury Trial.**

SELLER AND BUYER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, OR IN ANY WAY CONNECTED WITH, OR RELATED TO, OR INCIDENTAL TO, THE DEALINGS OF

THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. SELLER AND BUYER HEREBY AGREE THAT ANY SUCH CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE OTHER PARTY OR PARTIES HERETO TO WAIVER OF ITS OR THEIR RIGHT TO TRIAL BY JURY.

21. **Submission to Jurisdiction and Selection of Forum.**

EACH PARTY HERETO (A) AGREES THAT IT SHALL BRING ANY ACTION OR PROCEEDING IN RESPECT OF ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTAINED IN OR CONTEMPLATED BY THIS AGREEMENT, WHETHER IN TORT OR CONTRACT OR AT LAW OR IN EQUITY, EXCLUSIVELY IN (I) THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA OR IN THE EVENT THAT SUCH COURT LACKS SUBJECT MATTER JURISDICTION OVER THE ACTION OR PROCEEDING, (II) IN AN APPROPRIATE STATE COURT LOCATED IN THE COUNTY OF SANTA CLARA (HEREAFTER REFERRED TO AS THE “*CHOSEN COURT*”) AND (B) IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE CHOSEN COURT, (C) WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO LAYING VENUE IN ANY SUCH ACTION OR PROCEEDING IN THE CHOSEN COURT, (D) WAIVES ANY ARGUMENT THAT THE CHOSEN COURT IS AN INCONVENIENT FORUM OR DOES NOT HAVE JURISDICTION OVER ANY PARTY THERETO, AND (E) AGREES THAT SERVICE OF PROCESS UPON ANY PARTY IN ANY SUCH ACTION OR PROCEEDING SHALL BE EFFECTIVE IF NOTICE IS GIVEN IN ACCORDANCE WITH SECTION 14 OF THIS AGREEMENT.

22. **Complete Agreement.**

All parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties with regard to its subject matter, and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

23. **Counterparts/Facsimile Signature.**

This Agreement may be executed in any number of counterparts, each of which when executed by the parties hereto and delivered shall be deemed to be an original, and all such counterparts taken together shall be deemed to be but one and the same instrument. This Agreement may be executed by .PDF or facsimile signature, and any such .PDF or facsimile signature shall be deemed to be an original signature.

24. **Press Releases and Public Announcements.**

Seller shall not issue any press release or make any disclosure or public announcement relating to

the financial terms of this Agreement or identify the Buyer without the prior written approval of the Buyer, which shall not be unreasonably withheld. Notwithstanding the foregoing, Seller may disclose certain information relating to this Agreement if required to do so by law or applicable governmental regulation.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first indicated above.

BUYER:

XM Cyber Ltd.

By: _____

Name: Noam Erez

Title: CEO

SELLER:

CFLA, (ABC) LLC, a Delaware limited liability company, in its sole and limited capacity as Assignee for the Benefit of Creditors of Confluera, Inc.

By: James Gansman _____

Name: James E. Gansman

Title: President

XHIBIT A
TO ASSET PURCHASE AGREEMENT

GENERAL ASSIGNMENT

Attached

Exhibit A – General Assignment

PATENT
REEL: 066176 FRAME: 0961

EXECUTION COPY

██████████

THIS GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS (this “**General Assignment**”) is made on October 21, 2022, by and between Confluera, Inc., a Delaware corporation located at 195 Page Mill Road, Suite 103, Palo Alto, CA, 94306, Federal Employment Identification Number: 82-5244480, hereinafter referred to as “**Assignor**,” and CFLA (ABC), LLC, a Delaware limited liability company, located at 1738 Belmar Blvd., Belmar, NJ 07719, hereinafter referred to as “**Assignee**.”

RECITALS

A. Assignor is indebted to various persons, corporations, and other entities and is unable to pay its debts in full. As a result, Assignor has decided to discontinue its business and desires to transfer all of its property to an assignee for the benefit of creditors so that the property transferred may be expeditiously liquidated and the proceeds thereof fairly distributed to its creditors without any preference or priority, except such priority as established and permitted by law (including, without limitation, the law of contracts); and

B. Assignor has determined that Assignee is an entity possessing the capabilities to administer the Assignment Estate (defined below), including, without limitation, the liquidation of the Assignment Estate’s assets.

NOW, THEREFORE, in consideration of Assignor’s existing indebtedness to its creditors, the covenants and agreements to be performed by Assignee and other consideration, receipt of which is hereby acknowledged, it is hereby **AGREED**:

1. **Creation of Assignment Estate.** Upon the execution of this General Assignment, a certain assignment estate shall be created, the name of which is the “**Assignment Estate**,” to enable the Assignee to administer the estate, which includes the orderly liquidation of the property and assets of Assignor and the distribution of the proceeds therefrom to creditors of Assignor, in accordance with applicable law. Assignor hereby nominates and appoints Assignee to administer the Assignment Estate. The Assignee and its agents shall have the powers and duties hereinafter set forth and shall receive reasonable compensation for their services and reimbursement of its expenses, including, without limitation, reimbursement of its attorneys’ fees and costs.

2. **Transfer of Assets.** Assignor hereby assigns, grants, conveys, transfers, and sets over to Assignee all of Assignor’s currently existing right, title, and interest in all real or personal property and all other assets, whatsoever and where so ever situated, which assets include, without limitation, all personal property and any interest therein, including all that certain stock of merchandise, office furniture and fixtures, machinery, equipment, leasehold interests and improvements (subject to Section 3(a) below) , inventory (raw goods, work in process and finished goods), book accounts, books and records, bills, accounts receivable, cash on hand, cash in bank, deposits, intellectual property including all patents, patent applications, copyrights, trademarks and trade names, and all goodwill associated therewith, insurance policies, tax refunds, rebates, general intangibles (including any and all causes of action), insurance refunds and claims, and choses in action that are legally assignable, together with the proceeds of any non-assignable choses in action that may hereafter be recovered or received by the Assignor, and all real property interests.

Further, this General Assignment specifically includes all claims for refunds or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the United States or any of its departments or agencies, any state or local taxing authority, and the Assignor agrees to sign and execute a power of attorney or such other document(s), as required, to enable Assignee to file and prosecute, compromise, and/or settle all such claims before the respective taxing authority. Assignor agrees to endorse any refund checks relating to the prior operations of said Assignor's business and to deliver such checks immediately to Assignee, except in the case of any of the foregoing, solely to the extent the same is prohibited from transfer or assignment by the terms of any applicable contract or by operation of law. All of the assets assigned by this General Assignment shall be referred to herein as the "**Assigned Assets.**" Notwithstanding the above, (a) the Assignee shall provide Assignor and its representatives with reasonable access to the books and records and other financial information of the Assignor as reasonably requested by the Assignor; (b) the Assignee shall ensure that any agreement to sell the Assignor's assets contains a provision requiring any purchaser to provide the Assignor with such reasonable access; and (c) the definition of Assigned Assets shall not include any policy proceeds that would be directly payable to or payable on behalf of any insured individual under the Assignor's insurance policies, and nothing in this General Assignment shall be construed to prevent or hinder any such individual from seeking access to any such policy proceeds. The assignment of the Assigned Assets by Assignor to Assignee hereunder shall be subject to all properly perfected liens encumbering any of the Assigned Assets existing as of the date of this General Assignment.

3. **Exclusions.**

a. **Lease Exclusion.** Leases and leasehold interests in real property are not included in the Assignment Estate; provided, that, if the Assignee determines that such excluded lease or leasehold interest may be assigned and also that the same has realizable value for Assignor's creditors, then such excluded lease or leasehold interest shall be deemed to be included in the Assignment Estate, and Assignor shall, upon demand of Assignee, assign and transfer such lease or leasehold interest to Assignee, or its nominee, for administration under the terms of this Assignment. Assignor hereby appoints Assignee as its attorney-in-fact for any and all matters concerning the termination of any real property leases. This Section 3(a) is not intended to abrogate any assignment provision of the Assignor's existing lease agreements.

b. **Employee Benefit Plan Exclusion.** Employee benefit plans (which includes any related employee trust fund), including, without limitation, any ERISA-qualified plan or other similar employee plan, are not included in the Assignment Estate. Assignee shall not be or deemed to be an administrator under any such employee benefit plan nor shall Assignee have any role in, or responsibility for, the termination of any employee benefit plan of Assignor and/or its employees.

4. **Delivery of Documents, Endorsements, and Forwarding of Mail.** Assignor authorizes the forwarding of its mail by the U.S. Postal Service, as directed by Assignee. Assignor agrees to (i) deliver to Assignee all existing books and records, (ii) execute and deliver all additional and reasonably necessary documents upon Assignor's reasonable discretion, promptly upon request by Assignee, and (iii) endorse all indicia of ownership, where required by Assignee

in order to complete the transfer of all Assigned Assets to Assignee as intended by this General Assignment.

5. **Powers and Duties of Assignee.** Assignee shall have all powers under law necessary to marshal and liquidate the Assignment Estate, including, without limitation:

a. To collect any and all accounts receivable and obligations owing to Assignor and not otherwise sold by Assignee;

b. To sell or otherwise dispose of all of the Assigned Assets, including, without limitation, all of Assignor's machinery, equipment, inventory, service or trademarks, trade names, patents, franchises, causes of action in such manner as Assignee deems best. Assignee shall have the power to execute bills of sale and any other such documents necessary to convey right, title, and interest in Assignor's property to any bona fide buyer;

c. To sell or otherwise dispose of all Assigned Assets, Assignee shall have the power to employ an auctioneer to appraise said assets and to conduct any public or private sale of the assets and to advertise said sale in such manner as Assignee deems best;

d. To employ attorneys, accountants, and any other additional personnel to whatever extent may be necessary to administer the Assigned Assets and claims of the Assignment Estate and to assist in the preparation and filing of any and all state, county, or federal tax returns, as required, including, without limitation, filing final state and federal tax returns for the Assignor. Assignor shall have the right to review, amend, revise, approve, and sign all state and federal tax returns;

e. To require all of Assignor's creditors to whom any balance is owing to submit verified statements to Assignee of said claim(s);

f. To settle any and all claims against or in favor of Assignor, with the full power to compromise, or, in the Assignee's sole discretion, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing with regard to the Assignor;

g. To open bank accounts in the name of the Assignee or its nominees or agents and to deposit the Assigned Assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such acts and execute such papers and documents in connection with this General Assignment, as Assignee may deem necessary or advisable;

h. To conduct the business of the Assignor should the Assignee deem such operation proper;

i. To incur indebtedness sufficient to fund the ongoing operation of the Assignee's business and the administration of the Assignment Estate, all in accordance with the ABC Budget (as hereinafter defined) ("**Assignee Financing**"), which also includes the funding of certain Assignor expenses as delineated in the ABC Budget;

j. To apply the net proceeds arising from the operation, sale, and/or liquidation of Assignor's business and the Assigned Assets and as allowed by law, in the following manner as to amounts only and not time of distribution:

(1) FIRST, payment of a reasonable fee or other remuneration to the Assignee and its agents, and payment of reasonable compensation and reimbursement of expenses for the services of attorneys for the Assignee, accountants to the Assignee, accountants involved in preparation of tax returns for the Assignor, and any other professionals and/or employees retained by Assignee for assistance in administration of the Assignment Estate, and such fees of the Assignee and its counsel to be in accordance with the Compensation and Expense Reimbursement Agreement of even date herewith between the Assignor and Assignee, all such fees and expenses to be within the limits set forth in the ABC Budget attached to such agreement (the "**ABC Budget**");

(2) SECOND, to reimburse Assignee as to all costs advanced by the Assignee for the preservation of the Assigned Assets, including the maintenance and insurance of said assets, to the extent set forth in the ABC Budget;

(3) THIRD, payment of all sums, costs and expenses required to be paid in order to discharge any lien, attachment or encumbrance on, or any security interest in, any of said property and any secured indebtedness which under applicable law is entitled to priority of payment (including, without limitation, all Assignee Financing and any other indebtedness secured by liens on the Assigned Assets sold by Assignee), in the order required under applicable law, including, without limitation, any costs and expenses incurred by any creditor who may have levied an attachment or other lien on any assets of the Assignor;

(4) FOURTH, payment of all other costs and expenses incidental to the administration of the Assignment Estate, including, without limitation, all sales or similar tax resulting from disposition or sale of the Assigned Assets that is not paid by purchaser of such assets, legal fees of the Assignor for legal services rendered, including services related to the making of and administration of this General Assignment, and fees or expenses of any other professionals the Assignee deems necessary to properly administer the Assignment Estate, to the extent not paid pursuant to Section 5(j)(1) hereof (all within the limits of the ABC Budget), as well as the cost of defense and satisfaction of indemnification claims pursuant to the terms hereof and the cost of any required appraisal or bond;

(5) FIFTH, all federal taxes of any nature whatsoever owing as of the date of this General Assignment or such other claim of any federal governmental agency, as defined under 31 U.S.C. § 3713, including, without limitation, federal withholding taxes, federal unemployment taxes, and any other federal income, excise, property, and employment taxes;

(6) SIXTH, all state, county, and municipality taxes of any nature whatsoever owing as of the date of this General Assignment, including, without limitation, employment, property, and income taxes;

(7) SEVENTH, all other debts owing as of the date of this General Assignment that are entitled to priority treatment and payment under applicable law;

(8) EIGHTH, with the exception of those classes set forth above, to other unsecured creditors of Assignor, within each class of such creditors established by Assignee, pro-rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. No payment shall be made to any creditor whose claim is disputed until such time as such dispute is resolved. Each creditor's otherwise pro-rata share of such distribution shall be fully reserved for by the Assignee until such time as the dispute is resolved. The Assignee may make interim distributions whenever the Assignee has accumulated sufficient funds to enable it to make a reasonable distribution;

(9) NINTH, any monies (distributions) unclaimed by creditors ninety (90) days after the final distribution to unsecured creditors, if any, or the termination of the administration of the Assignment Estate created by this General Assignment shall be re-distributed to all known unsecured creditors who cashed their respective distribution checks from the Assignment Estate, so long as any such distribution exceeds one percent of each such creditor's allowed claim; and

(10) TENTH, the surplus, if any, of the Assignment Estate funds, when all debts of the Assignor shall have been paid in full, shall be paid and transferred to the shareholders of the Assignor.

k. To do and perform any and all other acts necessary and proper for the liquidation or other disposition of the assets, including, without limitation, abandonment and the distribution of the proceeds derived therefrom to Assignor's creditors, provided, however, that the Assignee shall not abandon any of such assets to the Assignor.

6. **Rights of Creditors.** Nothing herein modifies any rights and remedies of the creditors of Assignor against any surety or sureties for the Assignor and nothing herein shall prevent the creditors or any of them from suing any third parties or persons who may be liable to any of the creditors for all or any part of their claims against the Assignor, or from enforcing or otherwise obtaining the full benefit of any mortgage, charge, pledge, lien, or other security which they now hold on any property of the Assignor.

7. **Administration of Assignment Estate.** The Assignee shall administer the Assignment Estate in a manner consistent with California law. The Assignee also shall have the right to ask any court of competent jurisdiction for a declaratory judgment or such other relief as the Assignee may deem necessary, if, in its opinion, said action is desirable in connection with any dispute or claim arising hereunder.

8. **Limitation of Liability of Assignee; Indemnification.**

a. Assignor acknowledges that Assignee is acting solely in its limited capacity as Assignee of the Assignment Estate, and not in Assignee's personal capacity. The parties hereto acknowledge and agree that neither the Assignee nor any of its members, managers, employees, officers, agents, or representatives will assume any personal liability or responsibility for any of the Assignee's acts described herein. Assignee's obligations shall be limited to the performance of the terms and conditions of this General Assignment in good faith and in the exercise of its best business judgment. No implied covenants or obligations shall be read into this General Assignment against the Assignee.

b. The Assignee shall be indemnified by the Assignment Estate for any claims brought against the Assignee for any of its acts or omissions as Assignee except where it is determined in a final judgment by a court of competent jurisdiction that the Assignee's conduct was willful or grossly negligent.

9. **Reliance.** The Assignee may conclusively rely and shall be protected in acting upon the truth, accuracy, and completeness of any statement, certificate, opinion, resolution, instrument, report, notice, request, consent, order, or other paper or document furnished to the Assignee by the Assignor or its directors, managers, employees, officers, agents, or representatives. The Assignee may conclusively rely and shall be protected in acting upon the truth, accuracy, and completeness of any statement, certificate, opinion, resolution, instrument, report, notice, request, consent, order, or other paper or document believed by it to be genuine and to have been properly signed or presented.

10. **Representations and Warranties of Assignor.**

a. The list of creditors delivered concurrently herewith to the Assignee and attached hereto as Exhibit A, is as reflected by the books and records of the Assignor, as to the names of Assignor's creditors, their addresses, and the amounts due them as of September 30, 2022;

b. As of the date hereof, Assignor has all requisite power and authority to execute, deliver, and perform its obligations under this General Assignment, including, without limitation, to transfer the property transferred to the Assignee hereby;

c. The execution, delivery, and performance by the Assignor of this General Assignment has been duly authorized by all necessary corporate and other action and does not and will not require any registration with, consent or approval of, or notice to or action by, any person (including any governmental authority) in order to be effective and enforceable; and

d. This General Assignment constitutes the legal, valid, and binding obligation of the Assignor, enforceable against it in accordance with their respective terms.

11. **Power of Attorney.** The Assignor, by this General Assignment, hereby grants the Assignee a general power of attorney, which power of attorney specifically includes the right of the Assignee to prosecute any action in the name of the Assignor as attorney-in-fact. Further, on

the date this General Assignment is accepted by the Assignee, the Assignee shall succeed to all of the rights and privileges of the Assignor, including, without limitation, any attorney-client privilege, in respect to any potential or actual claims, cases, controversies, or causes of action, and shall be deemed to be a representative of the Assignor with respect to all such potential or actual claims, cases, controversies, or causes of action. The foregoing shall provide the Assignee with power of attorney, without limitation, to (a) become, and take all actions of, an authorized signor for the Assignor's bank accounts, and (b) enter into any control agreement(s) or other agreements regarding Assignor's bank accounts.

12. **Acceptance by Assignee.** By execution of this General Assignment, the Assignee does hereby accept the estate herein created and agrees to faithfully perform its duties according to the best of the Assignee's skill, knowledge, and ability in accordance with applicable law. It is understood that the Assignee shall receive reasonable compensation for its services in connection with the administration of the Assignment Estate. Reasonable compensation does not replace or subsume the reimbursement of all the Assignee's expenses incurred as a result of the administration of the Assignment Estate from the proceeds generated therefrom.

13. **Resignation by Assignee.** The Assignee may resign and be discharged from its duties hereunder at any time; provided that such resignation shall not become effective until a successor assignee has been appointed by the Assignee, and such successor has accepted its appointment in writing delivered to the Assignee. Thereupon, such successor assignee shall, without any further act, become vested with all of the estates, properties, rights, powers, trusts, and duties of its predecessor in connection with this General Assignment with like effect as if originally named therein, but the Assignee shall nevertheless, when requested in writing by the successor assignee, execute and deliver an instrument or instruments conveying and transferring to such successor assignee all of the estates, properties, rights, powers, and trusts of the Assignee in connection with this General Assignment and shall duly assign, transfer, and deliver to such successor assignee all property and money held by the Assignee hereunder.

14. **Governing Law.** This General Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to a contract executed and performed in such State, without giving effect to the conflicts of laws principles thereof.

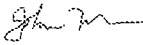
15. **Counterparts.** This General Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank- Signature Page to Follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

ASSIGNOR

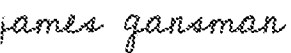
Confluera, Inc., a Delaware corporation

By: 

Name: John Morgan
Title: Chief Executive Officer

ASSIGNEE

CFLA (ABC), LLC, a Delaware limited liability company

By: 

Name: James E. Gansman
Title: President

EXHIBIT 1.1
TO ASSET PURCHASE AGREEMENT
PURCHASED ASSETS

Exhibit 1.1 – Buyer Purchased Assets

PATENT
REEL: 066176 FRAME: 0970

Confluera Transferred Asset List

Category	Item	Location of Info	Comment
Technical IP	Source Code	https://github.com	
	Patents	In "Transferred Assets Folder"	
	Branding and Logo Guidelines	In "Transferred Assets Folder"	
	High level architecture documentation	In "Transferred Assets Folder"	
	Project planning	https://confluera.atlassian.net/wiki/	
Analysis & Documentation	Engineering - Design documents, Testplans, Process descriptions	In Google Drive ("Engineering" shared drive) & Notion	
	Product - PRDs, Roadmaps	In Google Drive ("Product" shared drive)	
AWS Artifacts	Confluera Build	In "Transferred Assets Folder"	
	Confluera Deploy	In "Transferred Assets Folder"	
Demo and POC Enablers	Demo Systems	In "Transferred Assets Folder"	
	Demo script	In "Transferred Assets Folder"	
	POC systems	In "Transferred Assets Folder"	
	POC testplan	In "Transferred Assets Folder"	
	POC scenario trigger steps	In "Transferred Assets Folder"	
Compliance Certifications	SOC2 Type1 Certification	In "Transferred Assets Folder"	
	External Pentesting Report	In "Transferred Assets Folder"	
IT assets	Employee user devices used for buyer IP and general work (laptop, monitor, keyboard, mice)	In "Transferred Assets Folder"	List of physical assets provided in fol
Analysis & Documentation	Competitive analysis, strategy	In Google Drive	
	Sales - Presales presentations/decks which are used to sell solution	In Google Drive	
	Sales - Customer-prospect information, leads, feedback, notes, loss information, etc..	In Google Drive	
	Sales - Partner information	In Google Drive	
	Marketing - Collaterals (Blogs, Casestudies etc), Media, Branding	In Google Drive	
Website	Website content from www.confluera.com	Copy to be provided	
IT assets	Web domains	In "Transferred Assets Folder"	
Compliance Certifications	Privacy and Security policies	In "Transferred Assets Folder"	
Others	YubiKey (1) Auth Key. (used for code signing)	Physical device	
Customer	Customer information, notes, feedback	In Google Drive	
Employee Info	Email inboxes of employees moving to buyer	In Google Drive	
	Employee files	In Google Drive	

EXHIBIT 5.2 (i)

TO ASSET PURCHASE AGREEMENT

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE AGREEMENT (the “*Agreement*”) is made as of February __, 2023, by and between CFLA (ABC), LLC, a Delaware limited liability company (“*Seller*”), as assignee for the benefit of Confluera, Inc., a Delaware Corporation (“*Assignor*”), and XM Cyber Ltd. (“*Buyer*”). Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of February __, 2023 (the “*Asset Purchase Agreement*”). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. Sale and Assignment of Purchased Assets. Pursuant to the Asset Purchase Agreement, Buyer has on the date hereof purchased the Purchased Assets from Seller. In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, bargain, transfer, convey and deliver unto Buyer all of its right, title and interest in and to the Purchased Assets.

2. Excluded Liabilities. Buyer does not agree to assume or pay any Excluded Liabilities (as defined in the Asset Purchase Agreement).

3. Cooperation. Buyer and Seller agree to cooperate with each other to execute and deliver such other documents and instruments and to do such further acts and things as may be reasonably requested by the other to evidence, document or carry out the sale of the Purchased Assets.

4. Effect of Agreement. Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Asset Purchase Agreement or affect the rights of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment and Bill of Sale Agreement to be executed on the date first written above.

BUYER:

XM Cyber Ltd.

By: _____

Name: Noam Erez

Title: CEO

SELLER:

CFLA, (ABC) LLC, a Delaware limited liability company, in its sole and limited capacity as Assignee for the Benefit of Creditors of Confluera, Inc.

By: James Gansman _____

Name: James E. Gansman

Title: President

EXHIBIT 5.2 (ii)

TO ASSET PURCHASE AGREEMENT

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT is made as of February __, 2023, by and between CFLA (ABC), LLC, a Delaware limited liability company (“*Seller*”), as assignee for the benefit of Confluera, Inc., a Delaware Corporation (“*Assignor*”), and XM Cyber Ltd. (“*Buyer*”). Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of February __, 2023, (the “*Asset Purchase Agreement*”). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Seller has agreed to sell to Buyer, and Buyer has agreed to acquire from Seller, all of Seller’s rights, title and interest in all patents and patent applications owned by Seller, including those patents and patent applications identified in Schedule A attached herein (“*Assigned Patents*”); and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Seller’s right, title and interest in and to the Assigned Patents to Buyer;

NOW, THEREFORE, for valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Seller hereby sells, assigns, transfers, and sets over to Buyer, and its lawful successors and assigns, the Seller’s entire right, title, and interest throughout the world in and to the Assigned Patents, together with all rights to the inventions described or claimed therein, and all divisions, continuations and continuations-in-part thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority therefrom, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues, thereof and Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for any invention disclosed and claimed in any Assigned Patent to Buyer, its successors and assigns, in accordance with the terms of this Patent Assignment Agreement.

2. Seller further assign to Buyer all rights to sue and recover for any past, present or future actions, causes of action and rights to recover damages or payments (including lost profits), for infringement or misappropriations of any Assigned Patent, as well as the right to take over and continue any and all existing suits related to any Assigned Patent.

3. This Patent Assignment Agreement is subject to the terms and conditions of the Asset Purchase Agreement and this Patent Assignment Agreement shall not be deemed to limit, enlarge or extinguish any obligation of Seller or Buyer under the Asset Purchase Agreement, all of

which obligations shall survive the delivery of this Patent Assignment Agreement in accordance with the terms of the Asset Purchase Agreement, and that to the extent there is any conflict between this Patent Assignment Agreement and the terms and conditions of the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

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

IN WITNESS WHEREOF, Seller and Buyer have caused this Patent Assignment Agreement to be executed on the date first written above.

BUYER:

XM Cyber Ltd.

By: _____

Name: Noam Erez

Title: CEO

SELLER:

CFLA, (ABC) LLC, a Delaware limited liability company, in its sole and limited capacity as Assignee for the Benefit of Creditors of Confluera, Inc.

By: James Gansman _____

Name: James E. Gansman

Title: President

Schedule A
To Patent Assignment Agreement
Assigned Patents

Schedule A**Assigned Patents**

ID	Grant Date	Title
US-10630716-B1	2020-04-21	Methods and system for tracking security risks over infrastructure
US-10887337-B1	2021-01-05	Detecting and trail-continuation for attacks through remote desktop protocol lateral movement
US-10630704-B1	2020-04-21	Methods and systems for identifying infrastructure attack progressions
US-10630715-B1	2020-04-21	Methods and system for characterizing infrastructure security-related events
US-10630703-B1	2020-04-21	Methods and system for identifying relationships among infrastructure security-related events
US-10574683-B1	2020-02-25	Methods and system for detecting behavioral indicators of compromise in infrastructure
US-11397808-B1	2022-07-26	Attack detection based on graph edge context
US-2022253531-A1	Application	Detection and trail-continuation for attacks through remote process execution lateral movement
WO-2021016517-A1	Application	Methods and system for identifying infrastructure attack progressions
17/490,697		DETECTION AND TRAIL-CONTINUATION FOR ATTACKS THROUGH VERTICAL MOVEMENT TRACKING

EXHIBIT 5.2 (iii)

TO ASSET PURCHASE AGREEMENT

**TRADEMARK AND DOMAIN
ASSIGNMENT**

THIS TRADEMARK AND DOMAIN ASSIGNMENT is made as of February __, 2023, by and between CFLA (ABC), LLC, a Delaware limited liability company (“*Seller*”), as assignee for the benefit of Confluera, Inc., a Delaware Corporation (“*Assignor*”), and XM Cyber Ltd. (“*Buyer*”). Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of February __, 2023, (the “*Asset Purchase Agreement*”). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Seller has agreed to sell to Buyer, and Buyer has agreed to acquire from Seller, all of Seller’s rights, title and interest in and to: (1) the trademarks and/or service marks identified in Schedule A attached hereto (the “*Marks*”); and (2) all domains, websites, and URLs utilized by Assignor in its business, whether forward facing or internal use, including those domain, websites, and URLs identified in Schedule B attached herein (the “*Assigned Domains*”); and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Seller’s right, title and interest in and to the Marks and Assigned Domains to Buyer;

NOW, THEREFORE, for valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Seller hereby assigns, transfers and conveys to Buyer all of its right, title and interest in and to the Marks and the Assigned Domains, including without limitation any and all registrations, applications, and/or common law rights for the Marks and Assigned Domains throughout the world, together with all of the goodwill of Seller’s business symbolized by or associated with the Marks and Assigned Domains, and any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments for past, present or future infringements.

2. This Trademark and Domain Assignment is subject to the terms and conditions of the Asset Purchase Agreement and this Trademark and Domain Assignment shall not be deemed to limit, enlarge or extinguish any obligation of Seller or Buyer under the Asset Purchase Agreement, all of which obligations shall survive the delivery of this Trademark and Domain Assignment in accordance with the terms of the Asset Purchase Agreement, and that to the extent there is any conflict between this Trademark and Domain Assignment and the terms and conditions of the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

3. This Trademark and Domain Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Seller and Buyer have caused this Trademark and Domain Assignment to be executed on the date first written above.

BUYER:

XM Cyber Ltd.

By: _____

Name: Noam Erez

Title: CEO

SELLER:

CFLA, (ABC) LLC, a Delaware limited liability company, in its sole and limited capacity as Assignee for the Benefit of Creditors of Confluera, Inc.

By: James Gansman _____

Name: James E. Gansman

Title: President

SCHEDULE A
To Trademark and Domain Assignment

Marks

Schedule A

Assigned Trademarks

Trademark

Registration No.

NO FORMAL TRADEMARKS.

SCHEDULE B
To Trademark and Domain Assignment

Assigned Domains

Schedule B

Assigned Domains

confluera.com
confluera.tech
xdrhost.net
confluera.ai
confluera.io
confluera.dev