

EXHIBIT 2



Mission Technologies

April 23, 2024

Cyberlux Corporation (“Cyberlux”)
800 Park Offices Drive, Suite 3209
Research Triangle, NC 27709

Attention: Mark Schmidt

Subject: Assignment of Accounts Receivable

References: Subcontract No.: P000043846 (the “Subcontract”)

Dear Mr. Schmidt,

HII Mission Technologies Corp. (“HII”) recently received the enclosed letter dated April 5, 2024 from Legalist SPV III, LP (“Legalist”).

The notice states that Cyberlux has granted a security interest in, and assigned, its accounts receivable to Legalist pursuant to an Instrument of Assignment (the “Assignment”) appearing to be attached as Exhibit C to a Government Purchase Order Financing Agreement dated as of March 27, 2024. As a result, Legalist directs HII to pay to Legalist all “amounts ordinarily payable to [Cyberlux] under the [Subcontract].” Although the enclosed letter is not signed by Cyberlux, it states that “[i]t is acknowledged that Cyberlux will hold HII harmless if Legalist does not remit all funds to Cyberlux after satisfying all outstanding obligations to Legalist.”

Please confirm by executing the acknowledgment attached as Exhibit A that: (1) the Assignment is authentic, valid, and entered into by Cyberlux; (2) that you consent to HII’s payment to Legalist of all amounts that otherwise become due and owing to Cyberlux under the Subcontract until such time HII receives written notice from Cyberlux or Legalist to cease such payments to Legalist, with all such payments to Legalist being in complete and final satisfaction, dollar for dollar, of amounts otherwise due to Cyberlux under the Subcontract in lieu of payment to Cyberlux under the Subcontract (the “Assigned Payments”); and (3) that Cyberlux waives and releases any claims it may have against HII related to or arising out of the Assigned Payments.

Please contact me promptly if you have any questions.

Sincerely,

Enclosure and Attachment

A division of HII

Issued by: Mission Technologies Command Media

HII Proprietary



EXHIBIT A

ACKNOWLEDGEMENT AND RELEASE

1. Cyberlux Corporation (“Cyberlux”) acknowledges and expressly consents to HII Mission Technologies Corp. (“HII”) paying to Legalist LLC (“Legalist”) all amounts that otherwise become due and owing to Cyberlux under Subcontract No. P000043846 (the “Subcontract”) after the date of execution of this Exhibit A until such time HII receives written notice from Cyberlux or Legalist to cease such payments to Legalist, in lieu of payment to Cyberlux under the Subcontract (the “Assigned Payments”).

2. Cyberlux acknowledges and agrees that the Assigned Payments once made to Legalist will be in complete and final satisfaction, dollar for dollar, of amounts otherwise due to Cyberlux under the Subcontract, consistent with Virginia Code § 8.9A-406 and/or other applicable law.

3. Cyberlux expressly authenticates Instrument of Assignment dated March 27, 2024 (the “Assignment”) and acknowledges and agrees that it has assigned the Assigned Payments to Legalist.

4. Cyberlux, in consideration of the payments received by Cyberlux from Legalist and other good and valuable consideration received, hereby unconditionally waives and releases all claims, rights, liens, demands, and causes of action it may have or ever had against HII, its agents, employees, successors, assigns, or affiliates (collectively, “HII Released Parties”) relating to or arising out of the Assigned Payments, including, but not limited to, those under the Subcontract (the “HII Released Claims”). Cyberlux covenants not to sue the HII Released Parties on or for any of the HII Released Claims. Cyberlux agrees to indemnify, defend and hold harmless HII from and against any and all claims arising out of the Assigned Payments.

5. ~~Cyberlux expressly acknowledges and agrees that all funds previously advanced and/or paid to Cyberlux under the Subcontract and any and all property acquired therewith, including, but not limited to, those funds advanced and property acquired, under Request to Initiate Purchase No. 1003.23.001 V2, constitute, are, and always have been Government property, held in trust for the benefit of the Government, pursuant to Section 6.5 of the Subcontract Statement of Work, and not Cyberlux property. Cyberlux further acknowledges and agrees that such Government property is “property in which Buyer has or may acquire an interest” that shall be delivered to Buyer in the event of a termination of the Subcontract, all pursuant to Section 32.1 of the Subcontract. [The initial payment received by Cyberlux occurred before Cyberlux entered into the Legalist arrangement and, therefore, is not subject to any claims by Legalist.]~~



6. This Acknowledgment and Release shall be governed by and construed in accordance with Virginia law, without reference to its conflicts of laws principles.

Cyberlux Corporation

By: Mark D. Schmidt

Name: Mark D. Schmidt, CEO
Its: Manager and Duly Authorized Agent

STATE OF _____
AT LARGE

The foregoing instrument was sworn to before me in _____, _____, this ____ day of _____, 2024, by

_____.

Notary Public

My commission expires: