

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Firefly Mobile, Inc.		12/10/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GIV Management LLC		
<b>Street Address:</b>	601 Edgewater Drive, Suite 345		
<b>Internal Address:</b>	c/o Argo Global Capital		
<b>City:</b>	Wakefield		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01880		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78562775		
<b>Serial Number:</b>	78562764	FIREFLY FIREWORKS	
<b>Serial Number:</b>	78637225	FIREFLY MINUTES	
<b>Serial Number:</b>	78332268		
<b>Serial Number:</b>	78242843	FIREFLY	
<b>Serial Number:</b>	78561759	THE MOBILE PHONE FOR MOBILE KIDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)827-8185		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	trademarks@bellboyd.com, vswanson@bellboyd.com		
<b>Correspondent Name:</b>	Bell, Boyd & Lloyd LLP		
<b>Address Line 1:</b>	P.O. Box 1135		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60690-1135		
<b>ATTORNEY DOCKET NUMBER:</b>	118215-1		

CH \$165.00 78562775

NAME OF SUBMITTER:	Doug Hatlestad
Signature:	/doug hatlestad/
Date:	12/13/2007

**Total Attachments: 13**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of December 10, 2007, by and between FIREFLY MOBILE, INC., a Delaware corporation ("Borrower"), and GIV Management LLC, in its capacity as collateral agent for the Note Holders referred to below (in such capacity, the "Agent").

### WITNESSETH:

WHEREAS, pursuant to the terms of that certain Senior Secured Convertible Note Purchase Agreement dated as of December 10, 2007 by and between the Company and the "Investors" party thereto (as amended, restated, modified or supplemented and in effect from time to time, the "Purchase Agreement"; all terms which are defined in the Purchase Agreement and are used herein and not otherwise defined herein are used with the meanings given such terms in the Purchase Agreement), the Company has or will issue the Notes in the aggregate principal amount of \$1,800,000 which may be increased pursuant to the terms of the Purchase Agreement (as amended, restated, modified or supplemented and in effect from time to time, collectively, the "Senior Notes");

WHEREAS, the Agent, Borrower and the Note Holders (as defined in the Purchase Agreement) are party to that certain Intercreditor Agreement dated as of even date herewith, pursuant to which the Agent is being appointed the agent for the Note Holders in connection with the enforcement of this Agreement (as amended, restated, modified or supplemented and in effect from time to time, the "Intercreditor Agreement");

WHEREAS, Borrower and the Agent are parties to that certain Security Agreement dated as of even date herewith (as amended, restated, modified or supplemented and in effect from time to time, the "Security Agreement"), pursuant to which Borrower has granted a security interest in all of its assets to the Agent for the benefit of the Note Holders; and

WHEREAS, the Agent and the Note Holders have required Borrower to execute and deliver this Agreement in order to secure the prompt and complete payment, observance and performance of all of the Liabilities (as defined in the Security Agreement);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms.

1.1 Unless otherwise defined herein or in the Purchase Agreement, each capitalized term used herein that is not defined herein shall have the meaning specified for such term in the Security Agreement.

1.2 All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and *vice versa*, unless otherwise specified.

2. Incorporation of the Financing Agreements. The Senior Notes, the Purchase Agreement, the Security Agreement, the Intercreditor Agreement, the Related Agreements and all other related documents thereto and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto (collectively, as each may be amended, restated, modified or supplemented and in effect from time to time, the "Financing Agreements").

3. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Liabilities, Borrower hereby grants to the Agent, for the benefit of the Note Holders, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Borrower's now owned or existing and hereafter acquired or arising:

3.1 trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including but not limited to those listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of Borrower's business symbolized by the foregoing and connected therewith and (e) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in subclauses (a)-(e) in this Section 3.1, are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

3.2 rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Borrower is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 3, the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security contemplated by this Agreement; provided however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Section 3 shall be deemed to apply thereto automatically.

4. Restrictions on Future Agreements. Borrower will not, without the Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Borrower further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others,

including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Agent under this Agreement or the rights associated with the Trademarks or Licenses.

5. Trademarks and Licenses. Borrower represents and warrants that as of the date hereof and until the termination of this Agreement (except for new trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications as to which Borrower notifies the Agent as set forth below) (a) the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by Borrower, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which Borrower is the licensee or licensor and (c) no Liens in such Trademarks and Licenses have been granted by Borrower to any Person other than the Agent. If, prior to the termination of this Agreement, Borrower shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of Section 3 above shall automatically apply thereto. Borrower shall give to the Agent Written notice of events described in subclauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Borrower hereby authorizes the Agent to modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements which are Trademarks or Licenses under Section 3 above or under this Section 5 and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or Schedule B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements; provided that the Agent provides a copy of any such amendment(s) to Borrower within fifteen (15) days thereafter.

6. Right to Inspect; Further Assignments and Security Interests. The Agent may have at all reasonable times (and at any time when a Default has occurred and is continuing) access to, examine, audit, make copies (at Borrower's expense) and extracts from and inspect Borrower's premises and examine Borrower's books, records and operations relating to the Trademarks and Licenses; provided, that, in conducting such inspections and examinations, the Agent shall use reasonable efforts not to disturb unnecessarily the conduct of Borrower's ordinary business operations. From and after the occurrence of a Default, Borrower agrees that the Agent, or a conservator appointed by the Agent, shall have the right to establish such reasonable additional product quality controls as the Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Borrower agrees (i) not to sell or assign its respective interests in, or grant

any license under, the Trademarks or the Licenses without the prior and express written consent of the Agent, (ii) to maintain the quality of such products as of the date hereof and (iii) not to diminish the quality of such products in any material respect without the Agent's prior and express written consent.

7. Nature and Continuation of the Agent's Security Interest: Termination of the Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate upon the date all of the Liabilities have been paid in full in cash and the Security Agreement has been terminated. When this Agreement has terminated, the Agent shall promptly execute and deliver to Borrower, at Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate the Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Agent pursuant to this Agreement or the Security Agreement.

8. Duties of Borrower. Borrower agrees (i) not to abandon any Trademark or License without the prior written consent of the Agent and (ii) to use its reasonable best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of Borrower's business. Any expenses incurred in connection with the foregoing shall be borne by Borrower. Neither the Agent nor any of the Note Holders shall have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, neither the Agent nor any of the Note Holders shall be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Agent may do so at its option from and after the occurrence of a Default, and all expenses incurred in connection therewith shall be for the sole account of Borrower and shall be added to the Liabilities secured hereby.

9. Agent's Right to Sue. From and after the occurrence and during the continuance of a Default, the Agent shall have the right, but shall not be obligated, to bring suit in its own name and on behalf of the Note Holders to enforce the Trademarks and the Licenses and, if the Agent shall commence any such suit, Borrower shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement. Borrower shall, upon demand, promptly reimburse the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Section 9 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Agent).

10. Waivers. The Agent's failure, at any time or times hereafter, to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Borrower and the Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent and directed to Borrower specifying such suspension or waiver.

11. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

13. Cumulative Remedies: Power of Attorney.

13.1 Effective as of the date of the occurrence and during the continuance of a Default, Borrower hereby irrevocably designates, constitutes and appoints the Agent (and all Persons designated by the Agent in its sole and absolute discretion) as Borrower's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in Borrower's or the Agent's name, to take any action and execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, from and after the occurrence and during the continuance of a Default and the giving by the Agent of notice to Borrower of the Agent's intention to enforce its rights and claims against Borrower, to (a) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the Trademarks or the Licenses, (b) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (c) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms and (d) take any other actions with respect to the Trademarks or the Licenses as the Agent deems in its best interest. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Liabilities shall have been paid in full in cash and the Security Agreement shall have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

13.2 The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of a Default and the election by the Agent to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks and Licenses, Borrower agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Agent or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademarks and the Licenses,

whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that, upon the occurrence of a Default, the Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Financing Agreements. Borrower agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Agent may give *any* shorter notice that is commercially reasonable under the circumstances.

14. Successors and Assigns. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of the Agent and its nominees, successors and assigns. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Borrower; provided, however, that Borrower shall not voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

15. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws (without regard to conflict of laws provisions) and decisions of the State of Delaware.

16. Notices. All notices or other communications hereunder shall be give in the manner and to the addresses set forth in the Security Agreement.

17. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

18. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery by facsimile transmission or electronic mail transmission of an executed counterpart hereof shall have the same effect as delivery of an originally executed counterpart hereof.

*[Remainder of page intentionally left blank; signature page follows]*



IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

**BORROWER:**

**FIREFLY MOBILE, INC.**

By: Patrick MARRY

Name: PAJACK MARRY

Its: CEO

Address: 250 Parkway Drive Suite 220  
Lincolnshire, Illinois 60069

**AGENT:**

**GIV MANAGEMENT LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: c/o Argo Global Capital  
601 Edgewater Drive, Suite 345  
Wakefield, MA 01880

Attn: Adam T. Jackson

Fax No. : (781) 231-9345

with a copy to:

Michael Long  
Private Equity Administrators LLC  
1350 Edgmont Avenue, Suite 2500  
Chester, PA 19013  
Fax No.: (302) 239-9322

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

**BORROWER:**

**FIREFLY MOBILE, INC.**

By: \_\_\_\_\_


Name: \_\_\_\_\_

Its: \_\_\_\_\_

Address: 250 Parkway Drive Suite 220  
Lincolnshire, Illinois 60069

**AGENT:**

**GIV MANAGEMENT LLC**

By:   
Name: WILLIAM N. MELTON  
Title: MANAGING PARTNER

Address: c/o Argo Global Capital  
601 Edgewater Drive, Suite 345  
Wakefield, MA 01880

Attn: Adam T. Jackson

Fax No. : (781) 231-9345

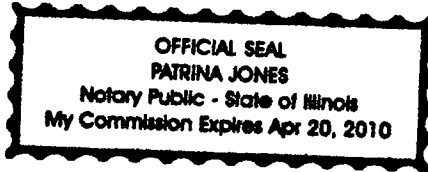
with a copy to:

Michael Long  
Private Equity Administrators LLC  
1350 Edgmont Avenue, Suite 2500  
Chester, PA 19013  
Fax No.: (302) 239-9322

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Patrick Marry, the CEO & President of FIREFLY MOBILE, INC., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day person and acknowledged that as such CEO & President, he or she signed and delivered the foregoing instrument, as his or her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this 10<sup>th</sup> day of December, 2007.



Patrina Jones  
Notary Public

My Commission Expires: April 20, 2010

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of GIV MANAGEMENT LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day person and acknowledged that as such \_\_\_\_\_, he or she signed and delivered the foregoing instrument, as his or her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this \_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Patrick Marry, the CEO & President of FIREFLY MOBILE, INC., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day person and acknowledged that as such CEO & President, he or she signed and delivered the foregoing instrument, as his or her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this \_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
~~STATE OF ILLINOIS~~ )  
FAIRFAX ) SS.  
COUNTY OF ~~COOK~~ )

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that WILLIAM D. MELTON, the MANAGING PARTNER of GIV MANAGEMENT LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day person and acknowledged that as such MANAGING PARTNER, he or she signed and delivered the foregoing instrument, as his or her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this 4th day of December, 2007.

Torunn K. Heighan  
Notary Public

My Commission Expires: March 31, 2009

**SCHEDULE A**  
**TO**  
**TRADEMARKS SECURITY AGREEMENT**

**Trademarks**

<u>Trademark Description</u>	<u>U.S. Serial No.</u>	<u>U.S. Registration No.</u>	<u>Filing Date</u>
Firefly Bug Design	78/562,775		February 8, 2005
FIREFLY FIREWORKS	78/562,764		February 8, 2005
THE MOBILE PHONE FOR MOBILE KIDS	78/561,759		February 7, 2005
FIREFLY MINUTES	78/637,225		May 25, 2005
Firefly Design	78/332,268		November 24, 2003
FIREFLY	78/242,843		April 28, 2003

**Trademark and Service Mark Applications**

NONE

**Foreign Trademarks**

<u>Country</u>	<u>Trademark Application Description</u>	<u>Application No./ Registration No.</u>	<u>Issue/Filing date</u>
CTM (Europe)	FIREFLY	CTM Registration No. EC00346123	Issue Date: April 19, 2005
CTM (Europe)	Firefly Bug Design	CTM Trademark Application No. EC004548351	Filing Date: July 15, 2005
China	FIREFLY	Chinese Trademark Application No. 4556248	Filing Date: March 22, 2005
China	Firefly Bug Design	Chinese Trademark Application No. 4555977	Filing Date: March 22, 2005
Canada	FIREFLY	Canadian Trademark Application No. 1,260,913	Filing Date: June 13, 2005
Canada	Firefly Bug Design	Canadian Trademark Application No. 1,260,910	Filing Date: June 13, 2005
Korea	FIREFLY	Korean Trademark Application No. 40-2005-28592	Filing Date: June 20, 2005

Korea	Firefly Bug Design	Korean Trademark Application No. 40-2005-28594	Filing Date: June 20, 2005
Mexico	FIREFLY	Mexico Trademark Application No. 723450	Filing Date: June 16, 2005
Mexico	Firefly Bug Design	Mexico Trademark Application No. 723449	Filing Date: June 16, 2005
India	FIREFLY	Indian Trademark Application No. 1368935	
India	Firefly Bug Design	Indian Trademark Application No. 1368941	

**SCHEDULE B**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**License Agreements**

None.