

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306503

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GIV Management LLC		03/13/2008	LIMITED LIABILITY COMPANY: DELAWARE
LCH II, LLC		03/13/2008	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Firefly Mobile, Inc.		
Street Address:	250 Parkway Drive, Suite 220		
City:	Lincolnshire		
State/Country:	ILLINOIS		
Postal Code:	60069		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78242843	FIREFLY	
Serial Number:	78637225	FIREFLY MINUTES	
CORRESPONDENCE DATA			
Fax Number:	2054886267		
<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>			
Phone:	205-521-8267		
Email:	devans@babco.com		
Correspondent Name:	Donita Evans		
Address Line 1:	1819 Fifth Avenue North		
Address Line 2:	Bradley Arant Boult Cummings LLP		
Address Line 4:	Birmingham, ALABAMA 35203		
ATTORNEY DOCKET NUMBER:	T0G1798US07NJ		
NAME OF SUBMITTER:	Donita Evans		
SIGNATURE:	/donita evans/		
DATE SIGNED:	06/03/2014		
Total Attachments: 6 source=fireflyrelease#page1.tif			

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TRADEMARK

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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

HENRY B. MERENS, ESQ.
 ADELMAN & GETTLEMAN, LTD.
 53 W. JACKSON BLVD., SUITE 1050
 CHICAGO, IL 60604

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
 2007 4530407

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

7d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION | 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
 GIV MANAGEMENT LLC C/O ARGO GLOBAL CAPITAL

OR

9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

10. OPTIONAL FILER REFERENCE DATA

EXHIBIT A TO UCC-3 FINANCING STATEMENT AMENDMENT

Debtor: Firefly Mobile, Inc. (the "Company")
250 Parkway Drive, Suite 220
Lincolnshire, Illinois 60069

Secured Party: GIV Management LLC
c/o Argo Global Capital
601 Edgewater Drive, Suite 345
Wakefield, Massachusetts 01880

The following collateral is deleted pursuant to the terms and provisions of that certain Asset Purchase Agreement dated March 13, 2008 (the "APA"), which is incorporated herein by express reference hereto. Capitalized terms not defined herein shall have the same meaning as set forth in the APA.

- (a) a jointly held fifty percent (50%) interest in any and all tools, tooling, machinery and equipment of the Company located in China (the "Joint Interest"), provided however, Seller shall be restricted to the exercise of the rights held in the Joint Interest to the manufacture of product to be sold in Europe and Africa (the "Territory");
- (b) the Company's intellectual property, website, URL, domain name(s), trade or brand names, business names, trade marks, trade mark registrations and applications, patents, patent registrations and applications, service marks, service mark registrations and applications, logos, design specifications, together with all rights under licenses, registered user agreements, technology transfer agreements and other agreements or instruments owned by the Company relating to any of the foregoing, goodwill associated therewith, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions (the "IP Rights");
- (c) 22,500 units of mobile telephones and related accessories from existing inventory;
- (d) all vendor and other contracts that Buyer specifically agrees to assume;
- (e) product specifications, schematics, bill of materials, block diagrams, vendor and contract manufacturer agreements, open book price details, two (2) programming fixtures and the right to manufacture future products;
- (f) all customer lists; sales pipelines, retail and web-based distribution arrangements;

- (g) all funds received by the Seller from customer sales or from new activations or new purchases that occur on or after March 11, 2008, excluding proceeds of hardware sales on Firefly Mobile website;
- (h) the exclusive right to service the existing customers of the Company other than customers in the Territory;
- (i) all software programs owned by or licensed to the Company if and to the extent assignable, that are used or useful with respect to the Purchased Assets;
- (j) the Firefly Mobile, Inc. 1-800 phone number; and
- (k) all databases, records and information, to the extent available relating to the assets described in (a)-(j) above (the "**Books and Records**").

(collectively, the "**Released Collateral**").

Notwithstanding the above, the Released Collateral does not include Seller's right, title and interest in and to any of the following: (i) cash on hand; (ii) accounts receivable; (iii) tax refunds or other tax benefits or rights whenever arising; (iv) books and records that do not relate to the Released Collateral; (v) any and all contract rights, if any, not expressly included in the Released Collateral or not expressly assumed by Buyer in connection with the APA; (vi) all non-transferable licenses arising in connection with the Business, if any; (vii) any right, title or interest in and to any life insurance policies and/or cash surrender values thereunder and any D&O policies or E&O policies acquired prior to Closing; (viii) all income or proceeds generated from the sales of the Released Collateral at or prior to Closing, other than as set forth in section (g) above; (ix) all claims and causes of action of Seller or the Company other than past, present or future infringement claims, dilution claims and/or claims for declaratory or injunctive relief relating to the IP Rights; (x) all assets of any kind or nature used exclusively in the Territory, including but not limited to trademark and tradename applications and registrations for countries in the Territory and country-specific websites and domain names for countries in the Territory, such as fireflymobile.co.uk; and (xi) all other assets of the Company not specifically designated as Released Collateral.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

HENRY B. MERENS, ESQ.
 ADELMAN & GETTLEMAN, LTD.
 53 W. JACKSON BLVD., SUITE 1050
 CHICAGO, IL 60604

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **62629525**

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

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6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

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9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

LCH II, LLC, AS AGENT

10. OPTIONAL FILER REFERENCE DATA

EXHIBIT A TO UCC-3 FINANCING STATEMENT AMENDMENT

Debtor: Firefly Mobile, Inc. (the "Company")
250 Parkway Drive, Suite 220
Lincolnshire, Illinois 60069

Secured Party: LCH II, LLC as Agent
1101 Skokie Road, Suite 255
Northbrook, Illinois 60062

The following collateral is deleted pursuant to the terms and provisions of that certain Asset Purchase Agreement dated March 13, 2008 (the "APA"), which is incorporated herein by express reference hereto. Capitalized terms not defined herein shall have the same meaning as set forth in the APA.

- (a) a jointly held fifty percent (50%) interest in any and all tools, tooling, machinery and equipment of the Company located in China (the "Joint Interest"), provided however, Seller shall be restricted to the exercise of the rights held in the Joint Interest to the manufacture of product to be sold in Europe and Africa (the "Territory");
- (b) the Company's intellectual property, website, URL, domain name(s), trade or brand names, business names, trade marks, trade mark registrations and applications, patents, patent registrations and applications, service marks, service mark registrations and applications, logos, design specifications, together with all rights under licenses, registered user agreements, technology transfer agreements and other agreements or instruments owned by the Company relating to any of the foregoing, goodwill associated therewith, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions (the "IP Rights");
- (c) 22,500 units of mobile telephones and related accessories from existing inventory;
- (d) all vendor and other contracts that Buyer specifically agrees to assume;
- (e) product specifications, schematics, bill of materials, block diagrams, vendor and contract manufacturer agreements, open book price details, two (2) programming fixtures and the right to manufacture future products;
- (f) all customer lists; sales pipelines, retail and web-based distribution arrangements;
- (g) all funds received by the Seller from customer sales or from new activations or new purchases that occur on or after March 11, 2008, excluding proceeds of

hardware sales on Firefly Mobile website;

- (h) the exclusive right to service the existing customers of the Company other than customers in the Territory;
- (i) all software programs owned by or licensed to the Company if and to the extent assignable, that are used or useful with respect to the Purchased Assets;
- (j) the Firefly Mobile, Inc. 1-800 phone number; and
- (k) all databases, records and information, to the extent available relating to the assets described in (a)-(j) above (the **"Books and Records"**).

(collectively, the **"Released Collateral"**).

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