

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM826764

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FIREFLY AEROSPACE INC.		07/17/2023	Corporation: DELAWARE
FIREFLY SPACE TRANSPORT SERVICES, LLC		07/17/2023	Limited Liability Company: DELAWARE
FIREFLY RESEARCH, INC.		07/17/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	FIREFLY IP CO, LLC
Street Address:	1320 Arrow Point Drive, Suite 109
City:	Cedar Park
State/Country:	TEXAS
Postal Code:	78613
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5131330	FIREFLY
Registration Number:	6782529	
Registration Number:	5433870	SPACEFLIGHT
Registration Number:	5932206	SPACEFLIGHT
Registration Number:	4542505	GET LAUNCHED
Registration Number:	4441007	SHERPA
Registration Number:	4541510	CORTEX
Serial Number:	90869665	FIREFLY AEROSPACE
Serial Number:	90777572	FIREFLY AEROSPACE
Serial Number:	97925378	BLUE GHOST
Serial Number:	97925374	SPACE UTILITY VEHICLE

CORRESPONDENCE DATA

Fax Number: 2125305219

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.

TRADEMARK

Phone: 212-530-5878
Email: dcip@milbank.com, jgarces@milbank.com
Correspondent Name: John Garces, Esq.
Address Line 1: 55 Hudson Yards
Address Line 2: Milbank, LLP
Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER: 32643.00115

NAME OF SUBMITTER: John Garces, Esq.

SIGNATURE: /John Garces/

DATE SIGNED: 07/25/2023

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “*Agreement*”) is entered into as of July 17, 2023, by and between FIREFLY AEROSPACE INC., a Delaware corporation (“*Firefly Aerospace*”), FIREFLY SPACE TRANSPORT SERVICES, LLC, a Delaware limited liability company (“*Firefly STS*”), SPACEFLIGHT, INC., a Washington corporation (“*Spaceflight*”), and FIREFLY RESEARCH, INC., a Delaware corporation (“*Firefly Research*”; Firefly Research together with Firefly Aerospace, Firefly STS, and Spaceflight, collectively, the “*Assignors*” and each, an “*Assignor*”), on the one hand, and FIREFLY IP CO, LLC, a Delaware limited liability company (the “*Company*”), on the other hand (each of the Assignors and the Company, a “*Party*”).

WHEREAS, the Company is an affiliate of each Assignor;

WHEREAS, the Company desires to obtain from each Assignor, and each Assignor is willing to assign and transfer to the Company, the Property (as defined below), in accordance with the terms and subject to the conditions of this Agreement; and

WHEREAS, concurrently with the execution of this Agreement, the Company is entering that certain Intellectual Property License Agreement with Firefly Aerospace (the “*License Agreement*”) to enable each Assignor to commercialize, exploit, and sublicense the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor and the Company agree as follows:

AGREEMENT

1. Each Assignor hereby sells, assigns and delivers to the Company all of such Assignor’s right, title and interest, on a worldwide basis, in and to (x) the issued patents, patent applications, registered trademarks and trademark applications described in **Exhibit A** attached hereto, and the goodwill appurtenant thereto, and (y) all other Intellectual Property Rights, owned or acquired, filed for, created, or developed by or on behalf of such Assignor whether in existence on the date hereof or owned, acquired, filed for, created or developed thereafter, except for Assignable IP Rights, in each case, together with the right to sue and recover damages and payments for past, present, and future infringement, misappropriation, violation, or conflict of or any of the foregoing and all rights to protection of interests therein (collectively, the “*Property*”). “Intellectual Property Rights” means collectively, any and all now known or hereafter known intangible intellectual property rights or similarly protected rights in any country, now or in the future, whether or not applied-for, registered or perfected, including, without limitation: (i) copyrights and other such rights associated with works of authorship throughout the world, including but not limited to, copyrights and moral rights (including the right of an author to be known as the author of a work); (ii) such rights in know-how, trade secret rights and proprietary information, data and processes; (iii) patent rights, including utility and design patents; (iv) intellectual property rights related to designs and algorithms, and semiconductor mask work rights; (v) trademark rights, trademark and service mark rights (whether arising under common law or registered under state or federal law), trade names, and brand names and similar rights, and the goodwill appurtenant thereto; and (vi) to the extent applicable, all registrations, initial applications, renewals, extensions, continuations, continuations-in-part, divisions or reissues hereof now or hereafter in force, including any rights in any of the foregoing. Notwithstanding the foregoing, “Intellectual Property Rights” shall not include any intent-to-use trademark application in the United States for which a “Statement of Use” or “Amendment to Allege Use” has not been filed with and accepted by the United States Patent and Trademark Office; provided that the applicable Assignor shall assign any such trademark application to the Company promptly after, and in any case within thirty (30) days of the United States

Patent and Trademark Office having accepted such Assignor's filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto. "Assignable IP Rights" means any Intellectual Property Rights described in and subject to clause (l)(ii) of the "Asset Sale Exception" definition in that certain Financing Agreement dated as of July 17, 2023, entered into by and among Firefly Aerospace, as borrower, certain of its subsidiaries from time to time party thereto, as guarantors, the lenders from time to time party thereto, and U.S. Bank Trust Company, National Association, and its permitted successors, as administrative agent and collateral agent, which Intellectual Property Rights the Assignor assigns, has assigned, or has agreed to assign, to a third party.

2. Upon each request by the Company, without additional consideration, each Assignor agrees to promptly execute documents, including further confirmatory assignments to the Company, as necessary or reasonably desirable, testify and take other acts at the Company's expense as may be necessary or reasonably desirable to procure, maintain, perfect, and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Property assigned hereunder.

3. This Agreement may not be amended or supplemented except by a written instrument duly executed by the authorized representatives of all Parties. No term or provision of this Agreement will be considered waived by any Party, and no breach excused by any Party, unless such waiver or consent is memorialized in such a written instrument duly executed on behalf of the Party against whom the waiver is asserted. Failure, neglect or delay by a Party to enforce the provisions of this Agreement or its rights or remedies at any time will not be construed and will not be deemed to be a waiver of such Party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such Party's right to take subsequent action.

4. If any provision in this Agreement shall be found or be held to be invalid or unenforceable, then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision enforceable and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement which shall remain in full force and effect unless the severed provision is essential and material to the rights or benefits received by any Party. In such event, the Parties shall use best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly affects the Parties' intent in entering into this Agreement.

5. This Agreement will be governed and construed in accordance with the laws of the State of New York without giving effect to any conflicts of laws principles that require the application of the law of a different state. Each Party hereby expressly consents to the personal jurisdiction of the state and federal courts located in New York, New York for any lawsuit filed there against such Party by another Party arising from or related to this Agreement.

6. This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts together will constitute one and the same instrument. If this Agreement is executed in counterparts, no Party hereto shall be bound until each of the Parties have duly executed a counterpart of this Agreement.

7. This Agreement and that certain Intellectual Property License Agreement, dated July 17, 2023, by and between Company and Firefly Aerospace constitute the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersede all previous communications, representations, understandings, and agreements, either oral or written, among the Parties with respect to such subject matter. The provisions hereof shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties.

[Signature Page Follows]

The undersigned have executed this Agreement as of the date set forth above.

COMPANY:

FIREFLY IP CO, LLC, a Delaware limited liability company

By: _____
DocuSigned by:
Darren Ma
5059E7084AC641F...

Name: Darren Ma
Title: Chief Financial Officer

ASSIGNORS:

FIREFLY AEROSPACE INC., a Delaware corporation

By: _____
DocuSigned by:
Darren Ma
5059E7084AC641F...

Name: Darren Ma
Title: Chief Financial Officer

FIREFLY SPACE TRANSPORT SERVICES, LLC, a Delaware limited liability company

By: FIREFLY AEROSPACE INC.
Its: Member

By: _____
DocuSigned by:
Darren Ma
5059E7084AC641F...

Name: Darren Ma
Title: Chief Financial Officer

FIREFLY RESEARCH, INC., a Delaware corporation

By: _____
DocuSigned by:
Darren Ma
5059E7084AC641F...

Name: Darren Ma
Title: Chief Financial Officer

SPACEFLIGHT, INC.,
a Washington corporation

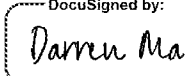
By:  _____
Name: Darren Ma
Title: Chief Financial Officer

EXHIBIT A

1. The following patents:

Owner	Title	Application No.	Filing Date	Patent No.	Issue Date	Status	Jurisdiction
Firefly Aerospace Inc.	Liquid Rocket Engine Cooling Channels	16/256210	January 24, 2019	11,391,247	July 19, 2022	Issued	US
Firefly Aerospace Inc.	Liquid Rocket Engine Cross Impinged Propellant Injection	16/256206	January 24, 2019	11,333,104	May 17, 2022	Issued	US
Firefly Aerospace Inc.	Liquid Rocket Engine Tap-off Power Source	16/584449	September 26, 2019	11,008,977	May 18, 2021	Issued	US
Firefly Aerospace Inc.	Liquid Rocket Engine Tap-off Power Source	17/324000	May 18, 2021	11,384,713	July 12, 2022	Issued	US
Firefly Aerospace Inc.	Liquid Rocket Engine Booster Engine with Combustion Gas Fuel Source (RamJet)	16/857609	April 24, 2020	N/A	N/A	Pending	US
Firefly Aerospace Inc.	Liquid Rocket Engine Tap-off Power Source	17/740958	May 10, 2022	N/A	N/A	Pending	US
Firefly Aerospace Inc.	Liquid Rocket Engine Cooling Channels	17/829986	June 1, 2022	N/A	N/A	Pending	US

Owner	Title	Application No.	Filing Date	Patent No.	Issue Date	Status	Jurisdiction
Spaceflight, Inc.	SYSTEMS AND APPARATUS FOR A CONFIGURABLE ANNEX BASE (CAB) ON AN ORBITAL TRANSFER VEHICLE (OTV) FOR PAYLOAD RIDE/SHARE MISSIONS	18/192,831	March 30, 2023	N/A	N/A	Pending	US
Spaceflight, Inc.	DEPLOYABLE DECELERATOR BASED MICROSATELLITE RECOVERY	12/854,827	August 11, 2010	8,292,232	October 23, 2012	Issued	US

2. The following trademarks:

Trademark	Jurisdiction	App. No.	Filing Date	Reg. No.	Registration Date	Owner
Firefly (word)	US	86825220	11/18/2015	5131330	1/31/2017	Firefly Aerospace Inc.
Firefly Aerospace (word)	US	90869665	8/6/2021	N/A	N/A	Firefly Aerospace Inc.
Firefly Aerospace (word)	US	90777572	6/16/2021	N/A	N/A	Firefly Aerospace Inc.
Firefly (Logo)	US	97247951	2/1/2022	6782529	7/5/2022	Firefly Aerospace Inc.
Blue Ghost	US	979255378	5/8/2023	N/A	N/A	Firefly Aerospace Inc.
Space Utility Vehicle	US	97925374	5/8/2023	N/A	N/A	Firefly Aerospace Inc.
Spaceflight Logo	US	86/862214	12/30/2015	5433870	3/27/2018	Spaceflight, Inc.
Spaceflight Logo	US	86/677443	6/29/2015	5932206	12/10/2019	Spaceflight, Inc.
Get Launched	US	86/049281	8/27/2013	4542505	6/3/2014	Spaceflight, Inc.

Trademark	Jurisdiction	App. No.	Filing Date	Reg. No.	Registration Date	Owner
SHERPA	US	85/647841	6/9/2012	4441007	11/26/2013	Spaceflight, Inc.
CORTEX	US	85/709924	8/22/2012	4541510	6/3/2014	Spaceflight, Inc.

TRADEMARK

REEL: 008143 FRAME: 0103

RECORDED: 07/25/2023