

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM826772

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	LICENSE
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FIREFLY IP CO, LLC		07/17/2023	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	FIREFLY AEROSPACE INC.
<b>Street Address:</b>	1320 Arrow Point Drive, Suite 109
<b>City:</b>	Cedar Park
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78613
<b>Entity Type:</b>	Corporation: 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.*

Phone: 212-530-5878

Email: dcip@milbank.com, jgarces@milbank.com

Correspondent Name: John Garces, Esq.

TRADEMARK

**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: 11**

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## INTELLECTUAL PROPERTY LICENSE AGREEMENT

This INTELLECTUAL PROPERTY LICENSE AGREEMENT (“*Agreement*”) is effective as of July 17, 2023 (the “*Effective Date*”) by and between FIREFLY IP CO, LLC, a Delaware limited liability company (“*Licensor*”), and FIREFLY AEROSPACE, INC. (“*Licensee*”, and, collectively with Licensor, the “*Parties*” and each a “*Party*”).

**WHEREAS**, Licensor owns or has rights to certain intellectual property, and Licensee desires to obtain a license from Licensor to use such intellectual property; and

**WHEREAS**, Licensor is willing to grant a license to Licensee to use such intellectual property;

**NOW THEREFORE**, in consideration of the premises and of the mutual promises set forth in this Agreement, the Parties agree as follows:

### 1. DEFINITIONS

**1.1** “*Confidential Information*” means, to the extent relating to the Licensed IP or Licensed Marks, all written or oral information, disclosed by either Party to the other, related to the business, research, sales, technology or operations of either Party or a third party that has been identified by the disclosing Party as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential.

**1.2** “*Financing Agreement*” means that certain Financing Agreement, dated as of July 17, 2023, between Licensee, the other guarantors from time to time party thereto, the lenders from time to time party thereto, and U.S. Bank Trust Company, National Association.

**1.3** “*Improvement*” means any improvement, modification, enhancement and/or derivative work of the Licensed IP that is created, developed, licensed or acquired by either Party after the Effective Date.

**1.4** “*Intellectual Property Rights*” mean 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 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 technical 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 (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.

**1.5** “*Licensed IP*” means all Intellectual Property Rights (excluding the Licensed Marks) owned by Licensor at any time during the Term, including any Improvements thereto owned by Licensor and including the issued patents and patent applications listed in **Exhibit A** attached hereto that are owned by Licensor.

**1.6** “*Licensed Marks*” means all trademarks, trade names, service marks, logos and other source identifiers owned by Licensor, including the registered trademarks and trademark applications listed in **Exhibit A** attached hereto that are owned by Licensor.

1.7 “*Pledge and Security Agreement*” means that certain Pledge and Security Agreement, dated as of July 17, 2023, between the grantors from time to time party thereto and U.S. Bank Trust Company, National Association, as collateral agent for the secured parties).

## 2. LICENSE TO LICENSED IP

2.1 **License Grant.** Licensor hereby grants to Licensee, during the Term, the exclusive (even as to Licensor), non-transferable (except as provided in Section 7.6), fully paid-up, royalty-free, fully sublicenseable (through multiple tiers, but subject in all cases to the terms of the Financing Agreement), irrevocable (except in connection with termination in accordance with Section 4.2) worldwide right and license to (i) use, reproduce, distribute, publicly perform, publicly display, digitally transmit, and make derivative works of the Licensed IP, (ii) make, have made, sell, offer for sale, and import any product or service using the Licensed IP or that would otherwise infringe, misappropriate, or violate the Licensed IP, and (iii) otherwise practice and commercially exploit the Licensed IP.

2.2 **Ownership of Licensed IP.** Licensor retains all right, title, and interest in and to the Licensed IP, subject (during the Term) to the license granted to Licensee in Section 2.1.

2.3 **Restrictions.** Licensee shall not use the Licensed IP beyond the scope of the license granted in this Section 2. Without limiting the foregoing, Licensee shall not, except as expressly contemplated in this Agreement or the Financing Agreement or as otherwise agreed in writing between the Parties, assign, sell, lease or otherwise transfer or convey, or pledge as security (except to U.S. Bank Trust Company, National Association, in connection with the secured financing contemplated under the Financing Agreement and the Pledge and Security Agreement) or otherwise encumber, Licensee’s rights under the license granted in this Section 2.

## 3. LICENSE TO LICENSED MARKS

3.1 **License Grant.** Licensor hereby grants to Licensee during the Term, the exclusive (even as to Licensor), non-transferable (except as provided in Section 7.6), fully paid-up, royalty-free, fully sublicenseable (through multiple tiers, but subject in all cases to the terms of the Financing Agreement), irrevocable (except in connection with termination in accordance with Section 4.2) worldwide right and license to use the Licensed Marks solely in conjunction with Licensee’s or any of its affiliates’ business.

3.2 **Ownership and Proprietary Rights.** Licensor retains all right, title, and interest in and to the Licensed Marks, subject (during the Term) to the license granted to Licensee in Section 3.1. All goodwill arising in the Licensed Marks shall inure solely to the benefit of Licensor.

3.3 **Restrictions.** Licensee shall not use the Licensed Marks beyond the scope of the license granted in this Section 3. Without limiting the foregoing, Licensee shall not, except as expressly contemplated in this Agreement or the Financing Agreement or as otherwise agreed in writing between the Parties, assign, sell, lease or otherwise transfer or convey, or pledge as security (except to U.S. Bank Trust Company, National Association, in connection with the secured financing contemplated under the Financing Agreement and the Pledge and Security Agreement) or otherwise encumber, Licensee’s rights under the license granted in this Section 3.

3.4 **Quality Control; Usage Guidelines and Restrictions.** Licensee acknowledges that all uses of the Licensed Marks and the business conducted using any Licensed Mark pursuant to the terms of this Agreement must be of sufficiently high quality as to protect the Licensed Marks and the goodwill symbolized thereby from the abandonment of the Licensed Marks. In order to preserve the value of the goodwill associated with the Licensed Marks, Licensee agrees that the quality standards for all goods and

services to be marketed, promoted, offered and provided by Licensee and any sublicensee under the Licensed Marks pursuant to this Agreement shall be sufficiently high to avoid the abandonment of the Licensed Marks (and the Parties agree that the quality standards used by Licensee and its affiliates as of the Effective Date meet such standards).

#### **4. TERM; TERMINATION; SURVIVAL**

**4.1 Term.** This Agreement shall be effective upon the Effective Date and shall continue unless and until terminated pursuant to Section 4.2 (the “*Term*”).

**4.2 Termination.** Licensee may terminate this Agreement at any point upon thirty (30) days’ written notice to Licensor. Licensor may terminate this Agreement at any point upon thirty (30) days’ written notice to Licensee upon and during the occurrence of an Event of Default (as defined in the Financing Agreement). Licensor shall have no other right to terminate this Agreement or any license granted hereunder. Upon such termination, any sublicenses granted by Licensee shall survive according to their respective terms and conditions (provided that such grant by Licensee did not grant, or purport to grant, any sublicense that conflicts with or is broader than the licenses granted to it under this Agreement).

**4.3 Survival.** In the event of termination of this Agreement for any reason whatsoever, the terms of, and the Parties’ rights and obligations under, Sections 1, 4.3, 5.1, 6, and 7 shall survive termination or expiration of this Agreement.

#### **5. LIMITATION OF LIABILITY; INFRINGEMENT; PROSECUTION**

**5.1** IN NO EVENT WILL ANY PARTY HAVE ANY LIABILITY TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF DATA OR LOSS OF USE EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**5.2 Third Party Infringement; Cooperation.** Licensee shall have the sole and exclusive right (but not the obligation hereunder) to (i) enforce or threaten to enforce the Licensed IP and Licensed Marks against any third party engaged in any Infringement of such Licensed IP or Licensed Marks (including to bring any claims, lawsuit, or proceeding for infringement or misappropriation thereof) and (ii) defend against any claims or allegations (x) of Infringement by any third party against either Party with respect to the Licensed IP or Licensed Marks or (y) challenging the validity, registrability, ownership, enforceability, or use of any Licensed IP or Licensed Marks. Licensor will cooperate with and assist (including by executing and delivering affidavits, declarations, powers of attorney and other documentation) Licensee (and, as applicable, the sublicensees referenced in Section 5.4) at Licensee’s expense in connection with any enforcement, threatened enforcement, or defense referenced in clause (i) or (ii), including by, at Licensee’s request, joining any related claim, lawsuit or other proceeding. As between the Parties, Licensee shall be entitled to all of the proceeds received as a result of any claim, lawsuit, or proceeding described in this Section 5.2 (or any settlement or compromise thereof). “*Infringement*” means any actual, potential, suspected, or threatened infringement or other violation, unfair competition, counterfeiting, unauthorized use, passing-off, or dilution.

**5.3 Prosecution and Maintenance.** Licensee shall have the sole and exclusive right (but not the obligation hereunder) to file, apply for, and prosecute applications related to, and maintain or renew any registrations for, the Licensed Marks and Licensed IP. All applications or registrations for the Licensed Marks or Licensed IP shall be filed or applied for in Licensor’s name. Licensor shall cooperate with and

assist Licensee (and, as applicable, the sublicensees referenced in Section 5.4) at Licensee's expense as requested by Licensee (including by executing and delivering affidavits, declarations, powers of attorney and other documentation) in preparing, executing, filing and prosecuting applications to register the Licensed Marks and Licensed IP and in maintaining and renewing all registrations related to the Licensed Marks and Licensed IP as may issue.

**5.4 Delegation to Exclusive Sublicensees.** Licensee may delegate the sole and exclusive rights granted in Section 5.2 and Section 5.3, in each case with respect to Licensed IP (but not, for clarity, Licensed Marks), to an exclusive sublicensee of Licensed IP solely with respect to the Licensed IP exclusively sublicensed to such sublicensee; provided that the applicable sublicense—including such delegation—was granted without violation of the Financing Agreement, and provided further that such delegation with respect to the rights granted in Section 5.2(ii)(x) shall be permitted solely if, and to the extent that, the applicable sublicensee has the legal obligation under the applicable sublicense to indemnify Licensor and/or Licensee with respect to the applicable Infringement claims. Any acts and omissions of any such sublicensee with respect to the Licensed IP or Licensed Marks shall be treated as acts and omissions of Licensee for the purposes of this Agreement, and Licensee shall be responsible and liable for any such actions or omissions of any such sublicensee.

## **6. CONFIDENTIAL INFORMATION**

**6.1 Ownership.** The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable (including, in the case of Confidential Information contained in the Licensed IP, the property of Licensor), and will as between the Parties and such third party remain the sole property of the disclosing Party (including, in the case of Confidential Information contained in the Licensed IP, Licensor) or such third party.

**6.2 Mutual Confidentiality Obligations.** Upon and after any termination by Licensor of this Agreement for an Event of Default (as defined in the Financing Agreement), each Party shall: (i) hold in confidence such Confidential Information from dissemination to any third party using procedures at least as protective as such Party's ordinary course procedures for holding in confidence confidential information of a similar nature, and in any case commercially reasonable procedures; (ii) disclose Confidential Information disclosed by the other Party only to such of its and its affiliates' personnel, agents, service providers, attorneys, advisors, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (iii) return or destroy all Confidential Information disclosed by the other Party that is in its possession upon termination of this Agreement; in each case of clauses (i)-(iii), except to the extent reasonably necessary to comply with such Party's contractual obligations.

**6.3 Confidentiality Exceptions.** Notwithstanding the foregoing, the provisions of Sections 6.1 and 6.2 will not apply to Confidential Information that: (i) is in the public domain at the time disclosed; (ii) enters the public domain through no fault of the recipient; (iii) is communicated to the recipient by persons not known by the recipient to be bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient after the date of this Agreement; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Each Party may disclose Confidential Information to the limited extent necessary (x) to comply with the order of a court or competent jurisdiction or other governmental body having authority over such Party, provided that the Party making the disclosure pursuant to the order will, to the extent reasonably practicable, first have given notice to the other Party and

made a reasonable effort to obtain a protective order; (y) to comply with applicable law or regulation requiring such disclosure; or (z) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

## 7. MISCELLANEOUS

**7.1 Amendment; Waiver.** 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.

**7.2 Severability.** 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.

**7.3 Governing Law.** 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.

**7.4 Counterparts.** 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.

**7.5 Entire Agreement.** This Agreement and that certain Intellectual Property Assignment Agreement, dated July 17, 2023, by and between Licensor, on the one hand, and Licensee, Firefly Space Transport Services, LLC, Firefly Research, Inc., and Spaceflight, Inc., on the other hand, 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.

**7.6 Assignment.** The provisions hereof shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto. Neither Party may assign this Agreement (or any of its rights or obligations under this Agreement) to a third party; provided that Licensee may (unless otherwise prohibited by the terms and conditions of the Financing Agreement) assign this Agreement (or any of its rights or obligations under this Agreement) to a third party in connection with the sale, transfer, or other disposition of all or substantially all of Licensee's assets to which this Agreement relates or equity (in any case, whether by merger, consolidation, acquisition of stock or assets or otherwise). In the event of any sale, assignment, conveyance, transfer, or other disposition of ownership of Licensed IP or Licensed Marks by Licensor to an unaffiliated third party as permitted by the Financing Agreement, this Agreement shall terminate solely with respect to such Licensed IP or Licensed Marks, as applicable; provided that any

sublicenses granted by Licensee or any of its sublicensees to an unaffiliated third party shall survive according to their respective terms and conditions (provided that such grant by Licensee or its sublicensee did not grant, or purport to grant, any sublicense that conflicts with or is broader than the licenses granted to Licensee under this Agreement).

*[Signature Page Follows]*



IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the Effective Date.

LICENSOR:

**FIREFLY IP CO, LLC**, a Delaware limited liability company

By:   
Name: Darren Ma  
Title: Chief Financial Officer

LICENSEE:

**FIREFLY AEROSPACE INC.,**  
a Delaware corporation

Signed by:  
  
By: \_\_\_\_\_  
Name: Darren Ma  
Title: Chief Financial Officer

**EXHIBIT A**

1. The following patents:

<b>Owner</b>	<b>Title</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Status</b>	<b>Jurisdiction</b>
FIREFLY IP CO, LLC	Liquid Rocket Engine Cooling Channels	16/256210	January 24, 2019	11,391,247	July 19, 2022	Issued	US
FIREFLY IP CO, LLC	Liquid Rocket Engine Cross Impinged Propellant Injection	16/256206	January 24, 2019	11,333,104	May 17, 2022	Issued	US
FIREFLY IP CO, LLC	Liquid Rocket Engine Tap-off Power Source	16/584449	September 26, 2019	11,008,977	May 18, 2021	Issued	US
FIREFLY IP CO, LLC	Liquid Rocket Engine Tap-off Power Source	17/324000	May 18, 2021	11,384,713	July 12, 2022	Issued	US
FIREFLY IP CO, LLC	Liquid Rocket Engine Booster Engine with Combustion Gas Fuel Source (Ramjet)	16/857609	April 24, 2020	N/A	N/A	Pending	US
FIREFLY IP CO, LLC	Liquid Rocket Engine Tap-off Power Source	17/740958	May 10, 2022	N/A	N/A	Pending	US
FIREFLY IP CO, LLC	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
FIREFLY IP CO, LLC	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
FIREFLY IP CO, LLC	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 IP CO, LLC
Firefly Aerospace (word)	US	90869665	8/6/2021	N/A	N/A	FIREFLY IP CO, LLC
Firefly Aerospace (word)	US	90777572	6/16/2021	N/A	N/A	FIREFLY IP CO, LLC
Firefly (Logo)	US	97247951	2/1/2022	6782529	7/5/2022	FIREFLY IP CO, LLC
Blue Ghost	US	97925378	5/8/2023	N/A	N/A	FIREFLY IP CO, LLC
Space Utility Vehicle	US	97925374	5/8/2023	N/A	N/A	FIREFLY IP CO, LLC
Spaceflight Logo	US	86/862214	12/30/2015	5433870	3/27/2018	FIREFLY IP CO, LLC
Spaceflight Logo	US	86/677443	6/29/2015	5932206	12/10/2019	FIREFLY IP CO, LLC
Get Launched	US	86/049281	8/27/2013	4542505	6/3/2014	FIREFLY IP CO, LLC

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

TRADEMARK

REEL: 008143 FRAME: 0116

RECORDED: 07/25/2023