

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412883

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Flyer Inc.		10/24/2016	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Richard D. Mandt		
Street Address:	201 Kelsey Lane		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33619		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3884639	THE FLYER	
CORRESPONDENCE DATA			
Fax Number:	2129499190		
<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:	2129499022		
Email:	fterranella@lawabel.com		
Correspondent Name:	Lawrence E. Abelman		
Address Line 1:	666 3rd Avenue		
Address Line 2:	10th Floor		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Frank Terranella		
SIGNATURE:	/ft/		
DATE SIGNED:	01/19/2017		
Total Attachments: 3			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into effective as of October 24, 2016 by and between The Flyer Inc., a Florida corporation (the "*Grantor*"), on the one hand, and Richard D. Mandt, a resident of Tampa, Florida ("*Secured Party*"), on the other hand ("*IP Security Agreement*").

RECITALS

A. Mandt has extended a loan to Grantor ("*Loan*") in the amount and manner set forth in that certain Senior Secured Promissory Note executed by Grantor in favor of and payable to Secured Party and dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "*Note*").

B. As a condition to Secured Party's willingness to enter into the transactions contemplated by the Note, Grantor is required to grant a security interest in the assets subject to the Security Agreement and this IP Security Agreement to secure Grantor's obligations under the Note.

C. Pursuant to the terms of that certain Security Agreement dated as of even date herewith by and between Grantor and Secured Party (the "*Security Agreement*"), Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Collateral (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Note and all other agreements now existing or hereafter arising between Grantor and Secured Party, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Note, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in those Trademarks listed on Exhibit A hereto, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and


all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, "*Intellectual Property Collateral*").

This security interest is granted in conjunction with the security interest granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the Note, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Security Agreement or the Note, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this IP Security Agreement, the Security Agreement or the Note, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by Secured Party, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the Parties have caused this Intellectual Property Security Agreement to be duly executed by its officers or individuals thereunto duly authorized as of the first date written above.

GRANTOR:

The Flyer, Inc.

By: 
Steven McKinnon, President

SECURED PARTY:

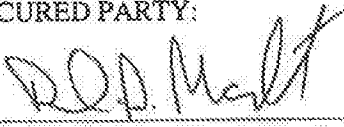

Richard D. Mandt

EXHIBIT A
TRADEMARKS

Description	Country Status	Reference # Classes	Filed	Application Number	Registration Date	Registration Number
THE FLYER	Florida Registered	9880-10 16	12/28/1984	T02,546	12/28/1984	T02,546
THE FLYER	United States Registered	9880-2 035	10/10/2006	77/017,666	12/7/2010	3,884,639
TheFlyer.com	Florida Registered	9880-11 16	7/30/2008	F05.00.000.229	7/30/2008	F05.00.000.229
TheFlyer.com	Florida Registered	9880-12 35	7/30/2008	F05.00.000.229	7/30/2008	F05.00.000.229