



Form PTO-1595 (Rev. 07/05)  
OMB No. 0651-0027 (exp. 6/30/2008)

04-03-2008

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

3-31-08

RE: \_\_\_\_\_

To the Director of the U.S. Patent and Trademark Office, \_\_\_\_\_  
 or the new address(es) below.

103494253

**1. Name of conveying party(ies)**  
 Alex D. Moglia & Co. a Corp. of Illinois, for benefit of Firefly Mobile, Inc. a Corp. of Delaware

Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**  
 Name: Firefly Communications, Inc. A Corp. of Delaware  
 Internal Address: \_\_\_\_\_  
 Street Address: 1205 Lincoln Road  
 City: Miami Beach  
 State: Florida  
 Country: USA Zip: 33139

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**  
 Execution Date(s) March 13, 2008

Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other \_\_\_\_\_

**4. Application or patent number(s):**  This document is being filed together with a new application.

A. Patent Application No.(s) 10/742,238  
 B. Patent No.(s) \_\_\_\_\_

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**  
 Name: Law Office of Donald D. Mondul  
 Internal Address: Donald D. Mondul  
 Street Address: 3060 Bonsai Drive  
 City: Plano  
 State: TX Zip: 75093  
 Phone Number: 972-662-9378  
 Fax Number: 972-662-9308  
 Email Address: dmondul@aol.com

**6. Total number of applications and patents involved:** 1

**7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00**  
 Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment Information**  
 a. Credit Card Last 4 Numbers 1008  
 Expiration Date 03/2012  
 b. Deposit Account Number 501562  
 Authorized User Name Donald Mondul

**9. Signature:** \_\_\_\_\_  
 Signature Date March 25, 2008  
 Name of Person Signing Donald D. Mondul

Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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PATENT  
REEL: 020756 FRAME: 0828

## ASSIGNMENT OF INTELLECTUAL PROPERTY

**THIS ASSIGNMENT OF INTELLECTUAL PROPERTY** (this "Assignment Agreement"), is made and entered into as of this 13<sup>th</sup> day of March, 2008, by and between **ALEX D. MOGLIA & CO., Inc.**, an Illinois corporation doing business as **MOGLIA ADVISORS** ("Seller"), not individually or corporately but solely as Assignee for the Benefit of the Creditors of Firefly Mobile, Inc., a Delaware corporation (the "Company"), and **FIREFLY COMMUNICATIONS, INC. (f/k/a PALMETTO TECHNOLOGIES, INC.)**, a Delaware corporation ("Buyer"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

**WHEREAS**, pursuant to that certain Asset Purchase Agreement by and between Buyer and Seller and dated as of March 13, 2008 (the "Purchase Agreement"), and subject to the terms, conditions, and limitations contained therein, Seller has agreed to sell, assign, transfer, convey and deliver on a quitclaim basis, and Buyer has agreed to purchase and accept from Seller, all right, title and interest in and to all of the IP Rights (as defined in the Purchase Agreement) of the Company; and

**WHEREAS**, in performance of their respective obligations under the Purchase Agreement, Buyer and Seller desire to execute and deliver this Assignment Agreement to memorialize the assignment, transfer, conveyance and delivery by Seller, and the acceptance by Buyer, of all right, title and interest in and to all of the IP Rights on a quitclaim basis, subject to the rights and licenses granted to Seller in the Purchase Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms, conditions, disclaimers and limitations contained in the Purchase Agreement, Seller does hereby assign, transfer, convey and deliver unto Buyer on a quitclaim basis, AS IS, WHERE IS, and without recourse or liability to the Seller or the Company, and Buyer hereby accepts, all right, title and interest of the Assignor, if any, in and to all of the IP Rights, effective as of the day and year first above written.

Seller and Buyer will from time to time after the date hereof, without further consideration, execute, acknowledge and deliver all such further acts, assignments, transfers, conveyances, assumptions and assurances as may be required to carry out the intent of this Assignment Agreement and to assign, transfer, convey and deliver unto Buyer, and for Buyer to accept, all of the IP Rights subject to the terms, conditions and limitations in the Purchase Agreement.

This Assignment Agreement is made in accordance with and is subject to all of the representations, warranties, disclaimers, limitations, covenants and the other terms and conditions set forth in the Purchase Agreement. Except as otherwise expressly set forth herein, the terms and conditions of the Purchase Agreement shall control the terms and conditions of this Assignment Agreement. Nothing contained herein shall be construed as a conveyance of any right, title, or interest in or to any Excluded Assets.

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This instrument may be executed in counterparts and by facsimile each of which is an original and all of which taken together shall constitute one and the same instrument. This instrument shall be governed by Illinois law, without application of conflicts of laws principles.

[Signatures located on the next page.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the date first written above.

**SELLER:**

ALEX D. MOGLIA & CO., INC., an Illinois corporation doing business as Moglia Advisors, not individually or corporately but solely as Assignee for the Benefit of the Creditors of Firefly Mobile, Inc.

By: *Gary A. Wencel*  
Name: GARY A. WENCEL  
Title: MANAGING DIRECTOR

**BUYER:**

**FIREFLY COMMUNICATIONS, INC.**  
**(f/k/a) PALMETTO TECHNOLOGIES, INC.**

By: \_\_\_\_\_  
Jeffrey Wolf, Chief Executive Officer

STATE OF Ill. )  
 ) ss:  
COUNTY OF Cook )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of March, 2008 by Gary Wencel, as Director of Alex D. Moglia & Co., Inc., an Illinois corporation doing business as Moglia Advisors, solely as Assignee for the Benefit of the Creditors of Firefly Mobile, Inc., a Delaware corporation, on behalf of the corporation. He is personally known to me or has produced Ill. Drivers License (type of identification) as identification.

*Diana L. Casas*  
NOTARY PUBLIC, STATE OF Ill.



**IN WITNESS WHEREOF**, the parties hereto have executed this Assignment Agreement as of the date first written above.


**SELLER:**

ALEX D. MOGLIA & CO., INC., an Illinois corporation doing business as Moglia Advisors, not individually or corporately but solely as Assignee for the Benefit of the Creditors of Firefly Mobile, Inc.

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**BUYER:**

**FIREFLY COMMUNICATIONS, INC.  
 (f/k/a) PALMETTO TECHNOLOGIES, INC.**

By:   
 Jeffrey Wolf, Chief Executive Officer

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of March, 2008 by \_\_\_\_\_, as \_\_\_\_\_ of Alex D. Moglia & Co., Inc., an Illinois corporation doing business as Moglia Advisors, solely as Assignee for the Benefit of the Creditors of Firefly Mobile, Inc., a Delaware corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
 NOTARY PUBLIC, STATE OF \_\_\_\_\_

\_\_\_\_\_  
 (Print, Type or Stamp Commissioned Name of Notary Public)

STATE OF FLORIDA            )  
  ) ss:  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of March, 2008 by Jeffrey Wolf, Chief Executive Officer of Firefly Communications, Inc., a Delaware corporation. He/she is personally known to me or has produced Florida Drivers Lic (type of identification) as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

*George Tortorelli*

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)

