

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8075619

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3
CONVEYING PARTY DATA	
Name	Execution Date
FIREFLY AEROSPACE INC.	07/17/2023
FIREFLY SPACE TRANSPORT SERVICES, LLC	07/17/2023
FIREFLY RESEARCH, INC.	07/17/2023
FIREFLY IP CO, LLC	07/17/2023
FIREFLY IP HOLDINGS, LLC	07/17/2023
SPACEFLIGHT, INC.	07/17/2023
RECEIVING PARTY DATA	
Name:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	214 NORTH TRYON STREET
Internal Address:	27TH FLOOR CN-NC-H27Q
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28202-1078
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	11391247
Patent Number:	11333104
Patent Number:	11008977
Patent Number:	11384713
Patent Number:	8292232
Application Number:	16857609
Application Number:	17740958
Application Number:	17829986
Application Number:	18192831
CORRESPONDENCE DATA	
Fax Number:	(212)530-5219
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>	

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.
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
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NAME OF SUBMITTER:	JOHN GARCES, ESQ.
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SIGNATURE:	/John Garces/
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DATE SIGNED:	07/25/2023
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Total Attachments: 7

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GRANT OF A SECURITY INTEREST – PATENTS

July 17, 2023

WHEREAS, the grantors listed on the signature pages to the Pledge and Security Agreement (as defined below) (each, a “Grantor” and, collectively, the “Grantors”) hold all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office and/or an applicable foreign counterpart thereto (the “Patents”);

WHEREAS, the Grantors have entered into a Pledge and Security Agreement, dated as of July 17, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), in favor of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as the Collateral Agent for the Secured Parties (as defined in the Pledge and Security Agreement) (in such capacity, together with its successors and permitted assigns, if any, the “Grantee”); and

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantors have granted to the Grantee, for the benefit of the Secured Parties, a continuing security interest in and lien on all right, title and interest of the Grantors in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof, in all cases, to the extent constituting Collateral (as defined in the Pledge and Security Agreement) (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Pledge and Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby (a) grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in and lien on the Collateral to secure the prompt payment, performance and observance of the Secured Obligations and (b) authorize the Grantee to record this Grant of a Security Interest – Patents at the United States Patent and Trademark Office and all applicable foreign counterparts thereto.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Pledge and Security Agreement.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the undersigned have caused this Grant of a Security Interest - Patents to be duly executed by its officer thereunto duly authorized as of the date first set above.

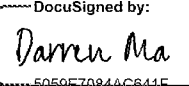
GRANTORS:

FIREFLY AEROSPACE INC.,
a Delaware corporation

By:  DocuSigned by:
5059E7084AC641F...
Name: Darren Ma
Title: Chief Financial Officer

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

By: FIREFLY AEROSPACE INC.

Its: Member  DocuSigned by:
5059E7084AC641F...
By:
Name: Darren Ma
Title: Chief Financial Officer

FIREFLY RESEARCH, INC.,
a Delaware corporation

By:  DocuSigned by:
5059E7084AC641F...
Name: Darren Ma
Title: Chief Financial Officer

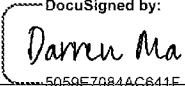
FIREFLY IP CO, LLC,
a Delaware limited liability company

By: 
Name: Darren Ma
Title: Chief Financial Officer

FIREFLY IP HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: Darren Ma
Title: Chief Financial Officer

SPACEFLIGHT, INC.,
a Washington corporation

By:  DocuSigned by:
5059E7084AC641F...
Name: Darren Ma
Title: Chief Financial Officer

COLLATERAL AGENT:

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION**, solely in its capacity as
Collateral Agent

By: _____

Name: James A. Hanley

Title: Senior Vice President

SCHEDULE A TO GRANT OF A SECURITY INTEREST - PATENTS

[See attached.]

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
Spaceflight, Inc.	SYSTEMS AND APPARATUS FOR A CONFIGURABLE ANNEX BASE (CAB) ON AN ORBITAL TRANSFER VEHICLE (OTV) FOR PAYLOAD RIDESHARE 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