

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433502

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Firefly Systems Inc.		10/20/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FITA, LLC		
Street Address:	101 California Avenue		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90403		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Patrick Joseph King		
Street Address:	17719 Posetarro Road		
City:	Pacific Palisades		
State/Country:	CALIFORNIA		
Postal Code:	90272		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	Thomas E. Markusic		
Street Address:	127 Escalera Parkway		
City:	Georgetown		
State/Country:	TEXAS		
Postal Code:	78628		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	Voyager Holdings Limited		
Street Address:	2212 Glenbrook Way		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89117		
Entity Type:	Corporation: DELAWARE		
Name:	Beshara Eric Salwan		
Street Address:	3514 Sutton Road		
City:	Pepper Pike		
State/Country:	OHIO		

CH \$65.00 5131330

TRADEMARK

Postal Code:	44122
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5131330	FIREFLY
Serial Number:	86466446	FIREFLY

CORRESPONDENCE DATA

Fax Number: 4156597357
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: 415-836-2557
Email: Paul.Stickel@comcast.net, TMDocket@dlapiper.com
Correspondent Name: Heather Dunn, Esq., DLA Piper, LLP (US)
Address Line 1: 555 Mission Street, Suite 2400
Address Line 4: San Francisco, CALIFORNIA 94105

NAME OF SUBMITTER:	Heather A. Dunn, Esq.
SIGNATURE:	/Heather Dunn/
DATE SIGNED:	06/30/2017

Total Attachments: 8
source=1) Firefly - FITA - Loan and Security Agreement (2016-10-18) v3#page1.tif
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LOAN AND SECURITY AGREEMENT

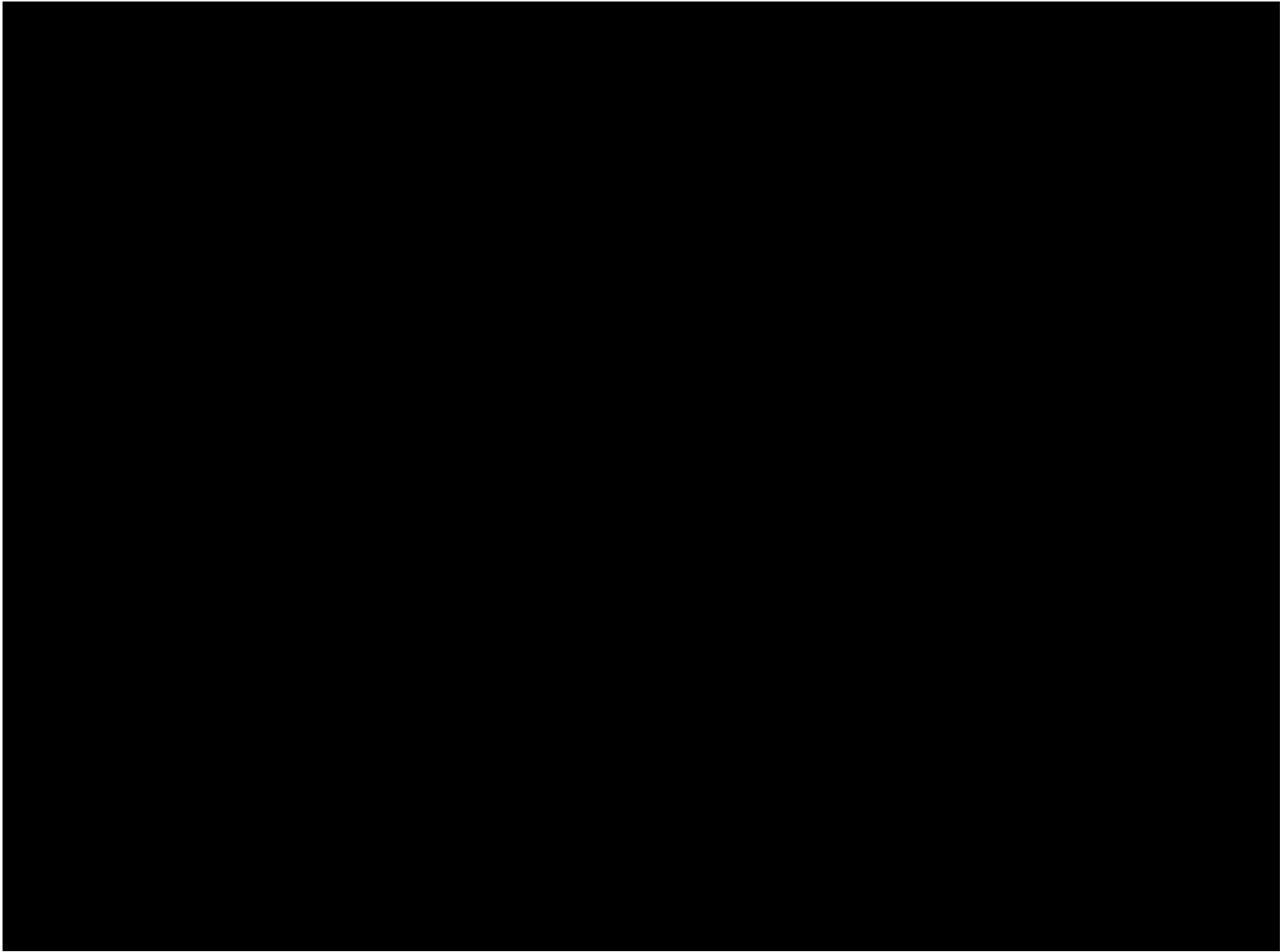
BORROWER: Firefly Systems Inc.

DATE: OCTOBER 20, 2016

This **LOAN AND SECURITY AGREEMENT** (this "Agreement") is entered into as of the date set forth above (the "Effective Date") by and between the lenders set forth on Schedule A (each, together with its assigns, a "Lender" and, collectively, the "Lenders"), and the borrower named above ("Borrower"). Capitalized terms used but not otherwise defined herein shall have the meanings given them on Schedule C. The parties agree as follows:

1. Loan. Subject to the terms and conditions set forth herein, Lenders have made or will make extensions of credit (as set forth on Schedule A) for Borrower's benefit for general corporate purposes (the "Loans"), and Borrower promises to pay Lenders the amount of such Loans and other debts, principal, interest, Lender Expenses and other amounts Borrower owes Lenders, in each case, under the this Agreement, now or later, including interest accruing after any Insolvency Proceedings begin, and debts, liabilities, or obligations of Borrower assigned to Lenders pursuant to the terms and conditions of this Agreement or any Loan Document and as set forth on Schedule A. Lenders' obligations to make the Loans are subject to its receipt of the agreements, documents and fees it reasonably requires, including without limitation the agreements, documents and fees set forth on Schedule A.

2. Security Interest. As security for all present and future Obligations and for Borrower's performance for each of its duties hereunder, Borrower grants Lenders a continuing security interest in all of Borrower's interest in the Collateral (as defined in Schedule B).



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date initially set forth above.

BORROWER:

Firefly Systems Inc.

By: 

Name: Michael A. Blum

Title: Chief Financial Officer

Address: 1320 Arrow Point Drive

Cedar Park, Texas 78613

Attn: Michael A. Blum

Facsimile: _____

LENDERS:

FITA LLC

By: _____

Name: _____

Title: _____

Address: _____

Attn: _____

Facsimile: _____

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Firefly Systems Inc.

By: _____

Name: Michael A. Blum

Title: Chief Financial Officer

Address: 1320 Arrow Point Drive

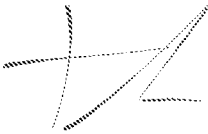
Cedar Park, Texas 78613

Attn: Michael A. Blum

Facsimile: _____

LENDERS:

FITA LLC



By: _____

Name: Tatiana Botton

Title: Manager

Address: 101 California Avenue

Santa Monica, CA 90403

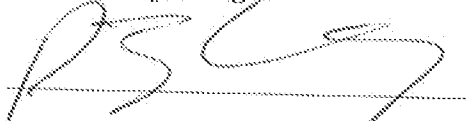
Attn: Tatiana Botton

Facsimile: _____

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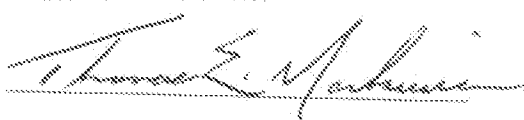
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Address: 17719 Positano Road
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Facsimile: _____

Thomas E. Markusic



Address: 127 Escalera Parkway
Georgetown, Texas 78628
Facsimile: _____

Voyager Holdings Limited

By: _____

Name: Dirk Blum

Title: Managing Director

Address: 2212 Glenbrook Way
Las Vegas, Nevada 89117
Attn: Dirk Blum
Facsimile: _____

Beshara Eric Salwan

Address: 3514 Sutton Road
Pepper Pike, Ohio 44122
Facsimile: _____

SIGNATURE PAGE TO LOAN AND SECURITY AGREEMENT

TRADEMARK
REEL: 006096 FRAME: 0877

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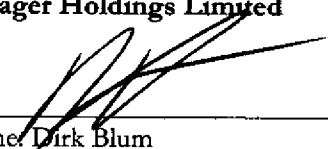
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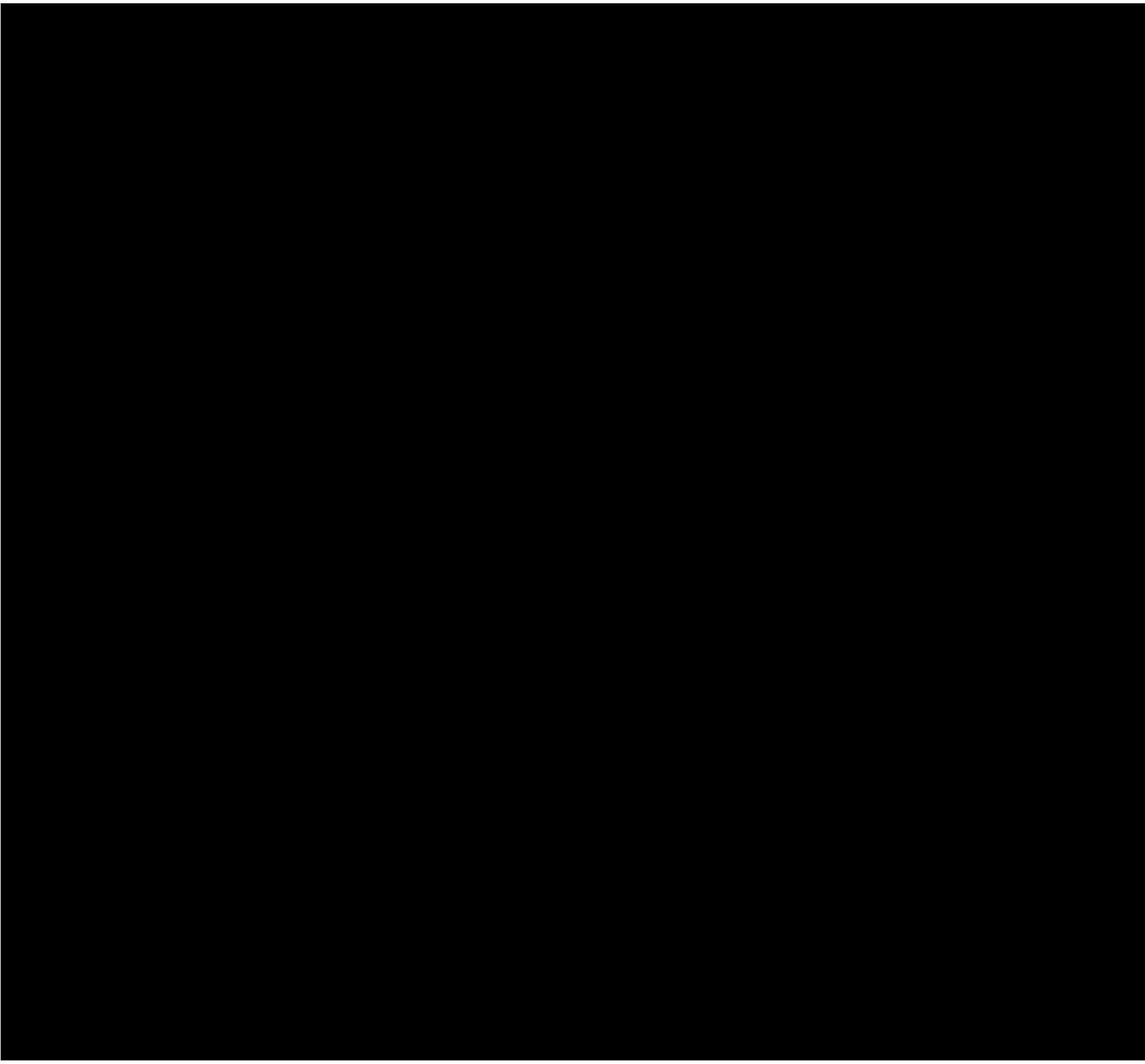
SCHEDULE A
LOAN TERMS

BORROWER: Firefly Systems Inc.

LOAN

Loans:

FITA LLC: [REDACTED]
Patrick Joseph King: [REDACTED]
[REDACTED]
Thomas E. Markusic: [REDACTED]
[REDACTED]
Voyager Holdings Limited: [REDACTED]
[REDACTED]
Beshara Eric Salwan: [REDACTED]



REDACTED

TRADEMARK
REEL: 006096 FRAME: 0880

SCHEDULE B COLLATERAL

The Collateral consists of all of Borrower's right, title and interest in and to the following personal property as such terms are defined under the UCC:

All goods, equipment, inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, general intangibles (including payment intangibles and intellectual property), accounts (including health-care receivables), documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), cash, deposit accounts, fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), securities, and all other investment property, supporting obligations, and financial assets, whether now owned or hereafter acquired, wherever located; and

all Borrower's Books relating to the foregoing and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing;

provided, however, that the Collateral shall not include the Senior Lender Collateral until such time as the Senior Lender Consent has been obtained, at which point, the Senior Lender Collateral shall automatically be deemed to be Collateral.

For purposes hereof, the following terms have the following meanings:

"Borrower's Books" means all Borrower's books and records including ledgers, records regarding Borrower's assets or liabilities, the Collateral, business operations or financial condition and all computer programs or discs or any equipment containing the information.