# 77123276

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# Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Firefly Mobile, Inc.		03/13/2008	CORPORATION:

### **RECEIVING PARTY DATA**

Name:	Firefly Communications, Inc.	
Street Address:	940 Lincoln Rd.	
Internal Address:	Suite 322	
City:	Miami Beach	
State/Country:	FLORIDA	
Postal Code:	33139	
Entity Type:	Type: CORPORATION: DELAWARE	

### PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	77123276	FLYPHONE
Serial Number:	77148713	FLYKICKS
Serial Number:	78242843	FIREFLY
Serial Number:	78562764	FIREFLY FIREWORKS
Serial Number:	78332268	
Serial Number:	77002406	EASYFILL
Serial Number:	78637225	FIREFLY MINUTES
Serial Number:	78561759	THE MOBILE PHONE FOR MOBILE KIDS
Serial Number:	78562775	

### **CORRESPONDENCE DATA**

Fax Number: (505)314-1307

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: Nancy Navarro

TRADEMARK REEL: 003869 FRAME: 0472

900118219

Email: nancynavarro@olpatentlaw.com

Correspondent Name: ORTIZ & LOPEZ, PLLC
Address Line 1: 117 Bryn Mawr Dr., S.E.

Address Line 2: Suite 101

Address Line 4: Albuquerque, NEW MEXICO 87106

ATTORNEY DOCKET NUMBER:	FIREFLY ASSIGNEMENT
NAME OF SUBMITTER:	Nancy T. Navarro
Signature:	/lovella/
Date:	10/10/2008

### **Total Attachments: 5**

source=Trademark Assignment - Executed#page1.tif source=Trademark Assignment - Executed#page2.tif source=Trademark Assignment - Executed#page3.tif source=Trademark Assignment - Executed#page4.tif source=Schedule A#page1.tif

## ASSIGNMENT OF TRADEMARKS/SERVICE MARKS

Whereas, Firefly Mobile, Inc. (the "Company"), has adopted and used the trademarks and/or service marks described as the "Marks" on Schedule A attached hereto; some of which Marks may be the subject of pending applications with the United States Patent and Trademark Office, some of which Marks may be the subject of registrations with the United States Patent and Trademark Office, some of which Marks may be the subject of pending applications with foreign trademark offices, some of which Marks may be the subject of registrations with foreign trademark offices as more specifically described on Schedule A, and

Whereas, Alex D. Moglia & Co., Inc., an Illinois corporation doing business as Moglia Advisors, ("Assignor"), is the Assignee for the Benefit of the Creditors of Firefly Mobile, Inc.,

Whereas Firefly Communications, Inc. (f/k/a Palmetto Technologies, Inc.), a Delaware corporation with a mailing address of 940 Lincoln Road, Suite 322, Miami Beach, FL 33139 ("Assignee"), is desirous of acquiring the Assignor's entire right, title and interest in and to said Marks and the goodwill associated therewith; and

Whereas, pursuant to that certain Asset Purchase Agreement by and between Assignor and Assignee, dated as of March 13, 2008 (the "Asset Purchase Agreement"), and subject to the terms, conditions, disclaimers and limitations contained therein, Assignor has agreed to sell, assign, transfer, convey and deliver, the Marks to Assignee on a quitclaim basis;

Now, therefore, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor does hereby fully assign, transfer, convey and release unto Assignee on a quitclaim basis, AS IS, WHERE IS, and without recourse or liability to the Assignor or the Company, all of the Assignor's right, title, and interest in and to the said Marks, if any, and all of its right, title, and interest, if any, in and to any pending applications and registrations for such Marks, including, but not limited to, all federal, state, foreign, statutory and/or common law and other rights, all domestic and foreign trademark applications and registrations incorporating the Marks, or incorporating any trademarks, terms or words likely to cause confusion with the Marks, the right to apply for any domestic and/or foreign trademarks incorporating the Marks, and all goodwill associated with, symbolized by or connected with the Marks.

Assignor further assigns, transfers, and releases to Assignee on a quitclaim basis any and all past, present, or future infringement claims, dilution claims, and/or claims for declaratory or injunctive relief relating to said Marks, and the right to sue for and collect the same for its own use and benefit and that of its successors, assigns, or other legal representatives.

Assigner shall provide such information, take such actions, and execute and deliver to Assignee all papers, instruments and any other documents as may be reasonably requested by Assignee to vest all of Assignor's rights, title and interest in and to the Marks and in the application to register the Marks in the Assignee.

Nothing contained herein shall be construed as a conveyance of any right, title, or interest in or to any Marks in Europe or Africa or any jurisdiction therein or in any Excluded Assets (as

such term is defined in the Asset Purchase Agreement). In the event of any inconsistency between this "ASSIGNMENT OF TRADEMARKS/SERVICE MARKS" and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

Dated: March 13, 2008

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.

Name:

Title:

MIAMI 1515512.1 7802330162

STATE OF <u>III.</u>	).
<i></i>	) ss:
COUNTY OF Cock	•

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of March, 2008 by of 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., a Delaware corporation, on behalf of the corporation. He is personally known to me or has produced The Creditors of Firefly Mobile, Inc., a Delaware corporation, on behalf of the corporation. He is personally known to me or has produced

NOTARY PUBLIC, STATE OF III.

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

OFFICIAL SEAL
DIANA L CASAS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/10/10

# SCHEDULE A

[TO BE ATTACHED]

MIAMI 1515512.1 7802330162

# **SCHEDULE A**

	Mark	Serial/Reg	Goods
1	FLYPHONE	77123276	Battery chargers; Cases for mobile phones; Devices for hands-free use of mobile phones; Mobile telephones
2	FLYKICKS	77148713	IC 009. Computer software for use in creating, purchasing, and managing audio and video content and applications for mobile phones  IC 035. On-line retail store services featuring downloadable ring tones, games, wallpaper, and pre-recorded music, audio, and video files for mobile phones
3	FIREFLY	78242843	mobile telephones
4	FIREFLY FIREWORKS	78562764	Mobile telephones
5	6	2974215 78332268	Mobile telephones.
6	EASYFILL	3319211 77002406	Wireless telephone payment services, namely, wireless mobile telephone rate plans.
7	FIREFLY MINUTES	78637225	Telecommunications services, namely, wireless electronic transmission of voice, data, and information provided via prepaid telephone calling cards.
8	THE MOBILE PHONE FOR MOBILE KIDS	3254170 78561759	Mobile telephones.
9		78562775 3199591	Mobile telephones

**RECORDED: 10/10/2008**