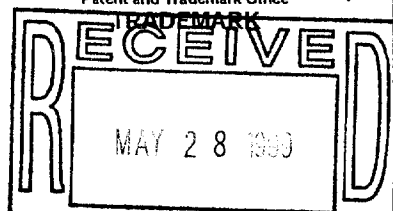


06-07-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



5.28.99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Phone Comm, Inc.

04 02 99

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization New York

Receiving Party

Mark if additional names of receiving parties attached

Name Unwired Planet, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 800 Chesapeake Drive

Address (line 2) _____

Address (line 3) Redwood City

California

94063

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

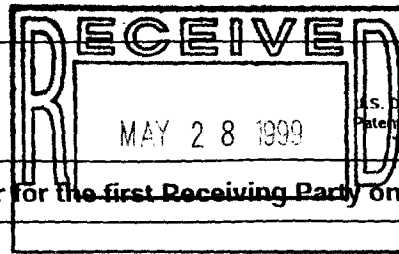
Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001907 FRAME: 0557



Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,020,058"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,036,671"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Elizabeth P. Alexander

Elizabeth P. Alexander

5/28/99

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF TRADEMARK

This Assignment Agreement (the "Agreement") is entered into this second day of April, 1999 (the "Effective Date") by and between Phone Comm, Inc., a New York corporation having its principal place of business at 176 Rock Hill Dr., Rock Hill, New York 12775 (hereinafter "ASSIGNOR") and Unwired Planet, Inc., a Delaware corporation having its principal place of business at 800 Chesapeake Drive, Redwood City, California 94063 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the trademark and trade name PHONE COMM and United States Trademark Registrations No. 2,020,058 dated November 26, 1996 and No. 2,036,671 dated February 11, 1997 (collectively the "Mark and Registration"), together with all common law rights and the goodwill of the business symbolized thereby, and is now desirous of assigning the Mark and Registration;

WHEREAS, ASSIGNEE is desirous of acquiring all right, title and interest in the Mark and Registration, together with all common law rights and the goodwill of the business symbolized thereby;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Mark and Registration. ASSIGNOR does hereby assign unto ASSIGNEE all right, title, and interest in and to the Mark and Registration in the United States and throughout the world, together with all common law rights and the goodwill of the business symbolized thereby, and together with the right to recover for damages and profits for past infringements thereof, if any.
2. Payment. ASSIGNEE shall pay ASSIGNOR thirty thousand dollars (\$30,000.00). This amount shall be paid by check on the Effective Date. ASSIGNEE agrees to provide ASSIGNOR with its taxpayer identification number. ASSIGNEE will instruct its underwriters in connection with ASSIGNEE'S initial public offering to allocate a total of ten thousand (10,000) shares (on a post-split basis following ASSIGNEE'S proposed 2 for 3 reverse stock split) in the directed share program to be administered by such underwriters in such initial public offering such that Stephen Ehrlich will be able to purchase such shares through the directed share program at the same price and under the same terms and conditions as other purchasers of stock in ASSIGNEE'S initial public offering. ASSIGNOR acknowledges that there is no assurance that ASSIGNEE will be able to complete its initial public offering.
3. ASSIGNOR'S Representation and Warranties. ASSIGNOR represents and warrants that it owns all right, title and interest in and to said Mark and Registration, free and clear of all liens and encumbrances, that it has not previously licensed others to use the Mark and Registration, and that it has power to assign the Mark and Registration. ASSIGNOR further warrants and represents that to the best of its knowledge the Mark does not infringe or violate and has not infringed or violated the trademark, trade name, service mark or other proprietary rights of any person, nor has any claim of infringement or violation been made. ASSIGNOR has no knowledge of any suit, action, claim, proceeding, or governmental or administrative

investigation or action pending or threatened against the Mark and Registration. The sale, transfer, assignment and delivery of the Mark and Registration will transfer to ASSIGNEE full legal title to the Mark and Registration, free and clear of all liens and encumbrances.

4. Termination of ASSIGNOR's Use of the Mark and Registration. ASSIGNOR agrees to undertake all steps necessary to completely phase out the use of the Mark and company name PHONE COMM on or before April 2, 2002. ASSIGNOR further agrees not to adopt, use, register or attempt to register any mark or trade name confusingly similar to the Mark and Registration in any jurisdiction after the phase out period.

5. License to Mark. To allow for the phase out of ASSIGNOR'S use of the Mark, ASSIGNEE hereby grants back to ASSIGNOR a non-transferable worldwide license to use the Mark in connection with prepaid calling cards. This License does not include the right to sublicense the use of the Mark. ASSIGNOR agrees that the nature and quality of any materials supplied by ASSIGNOR bearing the Mark shall be of high quality. ASSIGNOR acknowledges that ASSIGNEE is the sole and exclusive owner of the Mark. Except as prohibited by law, ASSIGNOR agrees that it will do nothing inconsistent with such ownership, either during the term of this Agreement or afterwards. ASSIGNOR agrees that ASSIGNOR'S use of the Mark shall inure to the benefit of and be on behalf of ASSIGNEE.

6. Further Assurances. ASSIGNOR undertakes at the request and expense of the ASSIGNEE to do all acts and execute all documents which may be necessary to confirm the title of the ASSIGNEE to the Mark and Registration, whether in connection with any registration of such title or otherwise.

7. Miscellaneous.

a. Governing Law. The Agreement shall be construed in accordance with, and governed by, the laws of California.

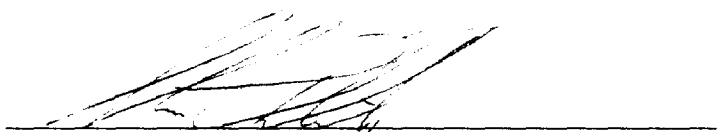
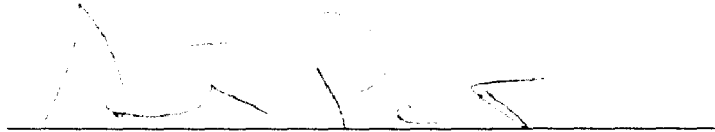
b. Entire Agreement. The Agreement constitutes the entire agreement between the parties as to the subject matter hereof, and supersedes all prior and contemporaneous agreements, representations and understandings between them.

c. Modifications. The Agreement shall not be changed, modified, or amended except by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed as of the Effective Date.

ASSIGNEE

ASSIGNOR



Unwired Planet, Inc.

Phone Comm, Inc.

By: Steve Peters
Date: 4-8-99
Title: Vice President

By: STEPHEN EHALICH
Date: 4-14-99
Title: PRESIDENT
Taxpayer ID: _____