

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cingular Wireless II, LLC		02/27/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	IXI Mobile (R&D) Ltd.
<b>Street Address:</b>	P.O. Box 2543, 17 Hatidhar Street
<b>City:</b>	Ra'anana
<b>State/Country:</b>	ISRAEL
<b>Postal Code:</b>	43665
<b>Entity Type:</b>	COMPANY: ISRAEL

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	78441112	OGO
Serial Number:	78441110	OGO

**CORRESPONDENCE DATA**

**Fax Number:** (310)820-5988  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 310-207-3800  
**Email:** Lori\_Kozak@bstz.com, erika\_brenner@bstz.com  
**Correspondent Name:** Lori Stockton Kozak  
**Address Line 1:** 12400 Wilshire Boulevard, Seventh Floor  
**Address Line 4:** Los Angeles, CALIFORNIA 90025

<b>ATTORNEY DOCKET NUMBER:</b>	6842.T004USA9
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**DOMESTIC REPRESENTATIVE**

**Name:** Lori Stockton Kozak

CH \$65.00 78441112

Address Line 1: 12400 Wilshire Boulevard, Seventh Floor  
Address Line 4: Los Angeles, CALIFORNIA 90025

NAME OF SUBMITTER:	Lori Stockton Kozak
Signature:	/Lori Stockton Kozak/
Date:	04/27/2006

Total Attachments: 3  
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Exhibit A

**TRADEMARK AND DOMAIN NAME ASSIGNMENT**

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT (the "Agreement"), dated as of February 15, 2006, ("Effective Date") is from CINGULAR WIRELESS II, LLC, a Delaware limited liability company, 5655 Glenridge Connector, Atlanta, GA 30342 ("Cingular"), to IXI Mobile (R&D) Ltd., a company organized under the laws of Israel, P.O. Box 2543, 17 Hatidhar Street, Ra'anana, 43665, Israel ("IXI"). Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in the Development and Supply Agreement (as amended by the First Amendment and Second Amendment) (the "Supply Agreement").

WHEREAS, this Trademark and Domain Name Assignment transfers to IXI certain trademark and domain name assets and related goodwill that have been developed by Cingular; and

WHEREAS, the trademarks referenced by this Agreement are now the property of Cingular by means of an assignment from New Cingular Wireless Services, Inc., to Cingular Wireless II, Inc., and a name change from Cingular Wireless II, Inc., to Cingular Wireless II, LLC. The assignment and the name change are recorded at the U.S. Patent and Trademark Office at Reel/Frame 3047/0684 and Reel/Frame 3047/0728, respectively.

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

**ARTICLE I  
DEFINITION**

"Assigned Marks" means those trademarks and trademark applications set forth on Schedule A to this Agreement and those domain name registrations set forth on Schedule B to this Agreement.

**ARTICLE II  
ASSIGNMENT**

2.1 To the extent permitted by law, Cingular hereby irrevocably transfers and assigns to IXI all of its rights, title and interest in and to the Assigned Marks in the United States and throughout the world, any common law rights relating to the Assigned Marks, the goodwill of the business represented by the Assigned Marks and the right to sue for past infringement of the Assigned Marks.

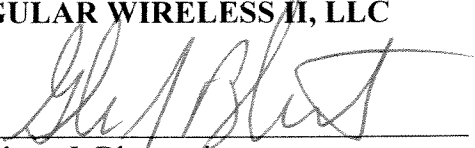

2.2 Cingular will execute any and all papers reasonably requested by IXI to effect transfer and recordation of the Assigned Marks to IXI.

2.3 Cingular makes no representations or warranties with respect to (i) IXI's ability to use or register the Assigned Marks; (ii) the validity, enforceability or registrability of the

Assigned Marks; or (iii) Cingular's ability to assign the pending trademark applications for the Assigned Marks.

2.4 Other than the Assigned Marks, Cingular hereby represents and warrants that it has not filed any trademark applications to register the mark OGO or other marks containing the stand-alone word OGO in any jurisdiction in the United States or elsewhere. Subject to the immediately prior Cingular representation and warranty being true and complete, the parties agree that this Trademark and Domain Name Assignment is in full satisfaction of the promised assignment of trademarks, trademark applications and domain name registrations in the Addendum to the Supply Agreement.

2.5 This Agreement sets forth the entire agreement and understanding between the parties as to the Assigned Marks and merges all prior discussions between them, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein or as duly set forth on or subsequent to the date hereof in writing and signed by a proper and duly authorized official of the party to be bound thereby.

<b>CINGULAR WIRELESS II, LLC</b> By: <u></u> Glenn J. Blumstein Chief Counsel Intellectual Property & Network Date: <u>2-27-06</u>	<b>IXI MOBILE (R&amp;D) LTD.</b> By: <u></u> Name: <u>Gidon Barak</u> Title: <u>Chairman</u> Date: <u>March 20, 2006</u>
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**TRADEMARK AND DOMAIN NAME ASSIGNMENT**

**ASSIGNED TRADEMARKS AND TRADEMARK APPLICATIONS**

Mark	Class	Application No.	Filing Date
OGO	9	78/441,112	6/24/2004
OGO	38	78/441,110	6/24/2004