

**TRADEMARK ASSIGNMENT**

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 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Arel Communications and Software Ltd.		06/28/2007	CORPORATION: ISRAEL
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ooVoo, LLC		
<b>Street Address:</b>	100 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2601169	AREL VIRTUALCLASS	
Registration Number:	3192214	AREL ANYWARE	
Registration Number:	2726208	AREL SPOTLIGHT	
Registration Number:	2441816	IDEAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)984-7700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-372-2000		
<b>Email:</b>	Chicago_IP_Docket@mwe.com		
<b>Correspondent Name:</b>	Jennifer M. Mikulina, Esq.		
<b>Address Line 1:</b>	227 West Monroe Street		
<b>Address Line 2:</b>	Suite 4400		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-5096		
<b>NAME OF SUBMITTER:</b>	Jennifer M. Mikulina		

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Signature:	/Jennifer M. Mikulina/
Date:	06/28/2007
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## TRADEMARK ASSIGNMENT

WHEREAS, Arel Communications and Software Ltd., an Israeli corporation (“Assignor”), has adopted and used and is the sole and exclusive owner of the trademarks, service marks, and trade names listed in the attached Schedule A, and of all of the goodwill of the business appurtenant thereto (the “Trademarks”);

WHEREAS, Assignor desires to sell, transfer, and assign all of Assignor’s right, title, and interest in and to the Trademarks, together with all of the goodwill of the business associated with the Trademarks, to ooVoo, LLC, a Delaware limited liability company (“Assignee”), on the terms and conditions more particularly set forth in the Contribution Agreement by and among the Assignor and Assignee dated as of April 1, 2007 (“Contribution Agreement”); and

WHEREAS, the Assignor wishes to herein memorialize said assignment, transfer and sale of the Trademarks to Assignee.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration set forth in the Contribution Agreement, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto Assignee, the entire right, title and interest in and to the Trademarks, and in and to all of the goodwill of the business appurtenant thereto, together with all claims for damages by reason of past or current infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives;

AND, Assignor hereby requests the Director of the United States Patent and Trademark Office (the “Director”), as well as his or her foreign counterparts in the foreign jurisdictions which exercise authority over any of the Trademarks to record this assignment.

This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of Assignor and Assignee.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this 28 day of June, 2007.

ASSIGNOR

Arel Communications and Software Ltd.

By \_\_\_\_\_  
Name: Daniel Yellin  
Title: CFO

ASSIGNEE

ooVoo, LLC

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this \_\_\_\_\_ day of June, 2007.

ASSIGNOR

Arel Communications and Software Ltd.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE

ooVoo, LLC  
By Jim M Barber  
Name: Jim M Barber  
Title: Secretary

**Schedule A**

**Arel Trademarks**

<b>Mark</b>	<b>Country</b>	<b>Registration No. [Application No.]</b>	<b>Registration Date [Application Date]</b>	<b>Owner</b>
AREL VIRTUALCLASS	USA	2,601,169 [78/042,259]	7/30/2002 [1/9/2001]	Arel Communications and Software Ltd.
AREL ANYWHERE	USA	3,192,214 [78/720,034]	1/2/2007 [9/25/2005]	Arel Communications and Software Ltd.*
AREL SPOTLIGHT	USA	2,726,208 [75/778,160]	6/17/2003 [8/18/1999]	Arel Communications and Software Ltd.*
IDEAL	USA	2,441,816 [75/598,117]	4/10/2001 [12/2/1998]	Arel Communications and Software Ltd.*
AREL SPOTLIGHT ON-DEMAND	Benelux	678696 [980858]	12/22/2000 [12/22/2000]	Arel Communications and Software Ltd.
AREL The Ultimate Learning Experience (Logo)	Benelux	678695 [980857]	12/22/2000 [12/22/2000]	Arel Communications and Software Ltd.
AREL VIRTUALCLASS	Benelux	678694 [980856]	12/22/2000 [12/22/2000]	Arel Communications and Software Ltd.

\* Security interest recorded against this registration by Cetus Corp.