

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Transfer		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GO2CALL.COM, INC.		02/17/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	DELTATHREE, INC.		
Street Address:	419 Lafayette Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2737210	GO2CALL	
CORRESPONDENCE DATA			
Fax Number:	(414)298-8097		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414-298-1000		
Email:	tmadmin@reinhardt.com		
Correspondent Name:	Michele Dietz		
Address Line 1:	1000 North Water Street		
Address Line 2:	Suite 2100		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	5514		
NAME OF SUBMITTER:	Michele Dietz		
Signature:	/mld/		
Date:	01/07/2010		

CH \$40.00 2737210

Total Attachments: 5

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ASSET TRANSFER AGREEMENT

This ASSET TRANSFER AGREEMENT (this "Agreement") is entered into as of February 17, 2007 by and between GO2CALL.COM, INC., a Delaware corporation ("Seller"), and DELTATHREE, INC., a Delaware corporation ("Buyer").

RECITALS

Seller provides to third party resellers Internet telephony wholesale accounts (the "Wholesale Accounts") and prepaid accounts (the "Prepaid Accounts" and, together with the Wholesale Accounts, the "Reseller Accounts"), each as described more fully in Schedule 1;

Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, on the terms and subject to the conditions set forth herein, all right, title and interest in and to: (i) the Reseller Accounts, other than the Reseller Accounts identified on Schedule 1 as excluded from the transaction contemplated hereby (the Reseller Accounts being purchased by Buyer pursuant to this clause (i) being referred to herein as the "Transferred Reseller Accounts"), (ii) all of the reseller agreements entered into by Seller in connection with the Transferred Reseller Accounts (the "Assigned Contracts"), including the reseller agreements with each of the resellers set forth in Schedule 2 hereto, (iii) all of Seller's Internet telephony consumer accounts (the "Consumer Accounts"), (iv) the intellectual property rights of Seller specifically identified on Schedule 3 hereto (the "Transferred Intellectual Property Rights"), and (v) the other assets as particularly described in Schedule 4 hereto (which shall include the bank account of Seller that is described on Schedule 4). The Transferred Reseller Accounts, the Assigned Contracts, the Consumer Accounts, the Transferred Intellectual Property Rights, and the items listed on Schedule 4 are sometimes referred to herein collectively as the "Transferred Assets". Except for the Transferred Assets of Seller, Buyer shall not acquire any other assets from Seller;

The parties desire that Buyer assume, on the terms and subject to the conditions set forth herein, all obligations and liabilities of any kind or nature, whether accrued or fixed, absolute or contingent, determined or determinable, mature or inchoate, and whether due or to become due, asserted or unasserted, or known or unknown (collectively, the "Liabilities") of Seller (i) related to the provision of services to the Transferred Reseller Accounts or the Consumer Accounts that were paid for prior to the Closing including all executory obligations under each of the Assigned Contracts in effect subsequent to the Closing (it being understood and agreed that, pursuant to the terms and conditions contained herein, the parties are adjusting the amounts being paid by Buyer to Seller hereunder in connection with Buyer's assumption of the liabilities described in this clause (i)) or (ii) otherwise related to the ownership or operation of the Transferred Assets after the Closing to the extent not arising out any breach of contract, tort or other actions of Seller prior to the Closing (the Liabilities described in the foregoing clauses (i) and (ii) being collectively referred to herein as the "Assumed Liabilities"); and

The parties further desire to enter into this Agreement to (i) migrate the Transferred Reseller Accounts and Consumer Accounts to Buyer's Internet telephony service and (ii) re-direct the traffic associated with the Transferred Reseller Accounts and Consumer Accounts to Buyer's network in an efficient manner.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by a respective duly authorized officer as of the date first written above.

SELLER:

GO2CALL.COM, INC.

By: John A. Nix
Name: John Nix
Title: Corporate Secretary

BUYER:

DELTATHREE, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by a respective duly authorized officer as of the date first written above.

SELLER:

GO2CALL.COM, INC.

By: _____
Name:
Title:

BUYER:

DELTATHREE, INC.

By: *S. Zimels*
Name: Shimmy Zimels
Title: President and CEO

S-5.3-1

Schedule 3
to
Asset Transfer Agreement

Transferred Intellectual Property Rights

Trademarks and Service Marks:¹

- Issued "Go2Call" trademarks:
 - Registration No. 2703438. Goods and services: computer hardware and software for switching between a telephone and a computer sound card. Issued April 8, 2003.
 - Registration No. 2737210. Goods and services: Communications services, namely telephone services over a global communications network. Issued July 15, 2003.
 - Japanese registration No. 4655614 in International Product Classes 9 (electrical communications apparatus) and 38 (communication by computer terminals). Issued March 20, 2003.
- Issued "Go2Call.com" trademark, Registration No. 3060547. Goods and services: Communications services, namely telephone services over a global communications net. Issued July 15, 2003.
- Unregistered (common law) "LiveCalling" trademark.
- Unregistered (common law) "MyGo2Call" trademark.

Domain Names:²

- go2call.bz
- go2call.cc
- go2call.com
- go2call.net
- go2call.org
- go2call.tv
- go2call.us

1. Note: omits brands specific to software platform such as "Callserver," "CallManager," and "CallWatcher"

2. Omits the following from Go2Call's owned domains bhelpe.com , fonenetconnect.com, intersip.com, intersip.net, ipphonequality.com omniphony.com, visc.net , voipcom.net, voipcomm.com , voipcomm.net , voipcorp.com , voipcorp.net, voipinc.net, voxigen.com, YAPLET.COM, YAPPLET.COM

- go2call.ws
- go2callstore.com
- go2callsucks.com
- go2conference.com
- go2conference.net
- go2conference.org
- go2ring.com
- gotocall.com
- gotocallsucks.com
- gotoconference.net
- gotoconference.org
- gotofax.com
- gotwocall.com
- livecalling.com
- mygo2call.com
- GO2CALL.AT
- GO2CALL.DK
- GO2CALL.IE
- GO2CALL.LI
- GO2CALL.BIZ.PK
- GO2CALL.WEB.PK
- GO2CALL.PH
- GO2CALL.COM.RU
- GO2CALL.CH
- GO2CALL.CO.UK
- GOTOCALL.CO.UK
- GO2CALL.COM.AR
- GO2CALL.COM.PK
- GO2CALL.NET.PK