

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 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>
Ioimage Ltd.		03/10/2010	COMPANY: ISRAEL
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DVTel, Inc.		
<b>Street Address:</b>	65 Challenger Road		
<b>City:</b>	Ridgefield Park		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07660		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3182642	IOIMAGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6468780801		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	6468780800		
<b>Email:</b>	tm-uspto@pczlaw.com, jackiez@pczlaw.com		
<b>Correspondent Name:</b>	Jacqueline Zion		
<b>Address Line 1:</b>	1500 Broadway, 12th Fl		
<b>Address Line 2:</b>	Pearl Cohen Zedek Latzer LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	T-5915-09-US		
<b>NAME OF SUBMITTER:</b>	Jacqueline Zion		
<b>Signature:</b>	/JZ/		

CH \$40.00 3182642

Date:

12/10/2012

**Total Attachments: 10**

source=ioimage to dvtel#page1.tif  
source=ioimage to dvtel#page2.tif  
source=ioimage to dvtel#page3.tif  
source=ioimage to dvtel#page4.tif  
source=ioimage to dvtel#page5.tif  
source=ioimage to dvtel#page6.tif  
source=ioimage to dvtel#page7.tif  
source=ioimage to dvtel#page8.tif  
source=ioimage to dvtel#page9.tif  
source=ioimage to dvtel#page10.tif

THIS TRADEMARK AND SERVICE-MARK ASSIGNMENT AGREEMENT is made on  
March 10, 2010

BETWEEN

IOIMAGE LTD. (*Assignor*);

AND

DVTEL INC. (*Assignee*).

WHEREAS:

- (A) The Assignor is the owner of the ioimage Rights (as defined below).
- (B) This Assignment Agreement is entered into pursuant to the Asset Purchase and Stock Issuance Agreement, dated as of January 31, 2010, by and among Assignor, ioimage LLC and Assignee and DVTEL Israel Ltd (the "Purchase Agreement") under which the Assignor has agreed to assign, among other assets, the ioimage Rights (as defined below) to the Assignee.

IT IS AGREED as follows:

#### DEFINITIONS

Terms used in this Assignment Agreement shall have the meanings attributed to such terms in Purchase Agreement, unless otherwise defined herein.

"ioimage Rights" means all Intellectual Property rights in and to the Trademarks and the Domain Names;

"Domain Names" means the domain names listed in Schedule 2;

"Intellectual Property Rights" means all rights applicable to Intellectual Property.

"Trademarks" means the trademarks and trademark applications, trade names, service marks and service mark applications, designs and logos, including but not limited to the Trademarks set out in Schedule 1.

#### 1. Assignment

The Assignor hereby assigns and transfers to the Assignee all right, title and interest in the ioimage Rights, together with all goodwill, reputation and statutory and common law rights attached to the ioimage Rights, as well as the right to sue for damages and other remedies for infringement or misuse of the ioimage Rights which may have occurred prior to the date of this Assignment, and to retain those damages.

#### 2. Further Assurance

The Assignor shall sign and execute or procure the signing of all documents and do or procure the doing of all things which may be required by law in any relevant jurisdiction or which the Assignee may reasonably request from time to time, (including executing as soon as reasonably practicable after the date of this Assignment Agreement all documents which the Assignee may reasonably require) to effect the registration or recordal of the assignment of the joimage Rights to the Assignee in any relevant jurisdiction) by way of further assurance of the rights assigned under this Assignment Agreement. All costs incurred in connection with the registration or recordal of the assignment of the joimage Rights shall be borne by the Assignee. In the event that Assignee fails, notwithstanding its use of reasonable efforts, to secure Assignor's signature on any document needed in connection with the actions specified in this Section 2, Assignor hereby irrevocably and unconditionally designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney-in-fact, to act for and on its behalf to execute, verify and file any document and to do all other lawfully permitted acts to further the purposes of this Section 2, with the same legal force and effect as if executed by Assignor.

With respect to joimage Rights, any item not listed in the Schedules hereto that was part of the Purchased Assets at the time of the Closing will be deemed included in the appropriate Schedule hereto, and Assignor shall be deemed to have assigned and transferred all rights, title and interest in and to such item to Assignee in accordance with the terms of this Assignment Agreement, as follows. If Assignee discovers any such item, after the date hereof, then Assignee may request Assignor in writing to assign and transfer to Assignee all rights, title and interest therein and thereto in accordance with the provisions hereunder, as if such item had been identified in the appropriate Schedule hereto. Upon receipt by Assignor from Assignee of such request as aforesaid, Assignor shall provide written confirmation and, Assignor will be deemed to have assigned and transferred to Assignee all rights, title and interest therein and thereto in accordance with the terms of this Assignment Agreement. If Assignor so discovers any item, it shall notify Assignee and, at Assignee's request, Assignor shall be deemed to have assigned and transferred to Assignee all rights, title and interest therein and thereto in accordance with the terms of this Assignment Agreement.

**3. No Derogation from Purchase Agreement**

None of the provisions of this Assignment Agreement shall derogate from any of the provisions of the Purchase Agreement.

**4. Severability**

If any provision of this Assignment Agreement is held to be invalid or unenforceable, then the provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Assignment Agreement but without invalidating any of the remaining provisions of this Assignment Agreement.

**5. Counterparts**

This Assignment Agreement may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

**6. No Third Party Beneficiaries**

A person who is not a party to this Assignment Agreement shall have no right to enforce any of its terms.

**7. Governing Law and Jurisdiction**

This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Israel, without giving effect to the rules respecting conflict of law.

Signature page to Trademark Assignment Agreement

DVTEL, INC.

By: JOSEPH KOREN  
Name: [Signature]  
Title: C.F.O.

IOIMAGE LTD.

By: [Signature]  
Name: Roni Kass  
Title: President