

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Net2Phone, Inc.		09/22/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cable & Wireless (West Indies) Ltd.		
Street Address:	Lakeside House, Cain Road		
City:	Bracknell, Berkshire		
State/Country:	UNITED KINGDOM		
Postal Code:	RG12 1XL		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2492428	NETSPEAK	
Registration Number:	2485083	NETSPEAK	
Registration Number:	2233736	NETSPEAK	
Registration Number:	2230364	NETSPEAK	
Serial Number:	78376773	NETSPEAK	
CORRESPONDENCE DATA			
Fax Number:	(303)629-3450		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(303) 629-3400		
Email:	reichel.nicole@dorsey.com		
Correspondent Name:	Katina C. Banks, Dorsey & Whitney LLP		
Address Line 1:	370 Seventeenth Street, Suite 4700		
Address Line 4:	Denver, COLORADO 80202-5647		
ATTORNEY DOCKET NUMBER:	66797US ~ 362395-7		

CH \$140.00 2492428

DOMESTIC REPRESENTATIVE

Name: Katina C. Banks, Dorsey & Whitney LLP
Address Line 1: 370 Seventeenth Street, Suite 4700
Address Line 4: Denver, COLORADO 80202-5647

NAME OF SUBMITTER:	Katina C. Banks
Signature:	/KCB 2928/
Date:	10/18/2007

Total Attachments: 7
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AGREEMENT

THIS AGREEMENT ("Agreement") dated September 22, 2005 by and between Net2Phone, Inc., as successor in interest to NetSpeak Corporation, a Delaware corporation with a principal place of business at 520 Broad Street, 8th Floor, Newark, New Jersey 07102 ("Seller") and Cable & Wireless (West Indies) Ltd., a company incorporated under the laws of England, whose registered office is situated at Lakeside House, Cain Road, Bracknell, Berkshire RG12 1XL, England ("Buyer").

WHEREAS, Seller is the owner of various trademark registrations for the mark NETSPEAK ("Trademark") as well as the domain name www.netspeak.com, all identified on Schedule A and hereinafter referred to as the "Trademark Registrations" and the "Domain Name".

WHEREAS, the parties have come to an agreement whereby Seller shall assign to Buyer all of its right, title and interest to the Trademark Registrations and the Domain Name, as set forth more fully below.

NOW, THEREFORE, in consideration of the representations, mutual promises and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Seller and Buyer, intending to be mutually bound, hereby agree as follows:

1. Buyer shall pay to Seller the sum of (the "Agreement Price") to be paid by Buyer to Seller as set forth below. No later than three (3) business days following the execution of this Agreement by Seller, Buyer shall send a check made payable to Seller for the Agreement Price.

2. Conditioned upon payment of the Agreement Price as set forth in paragraph 1, Seller hereby assigns, sells, transfers and conveys to Buyer all of Seller's right, title, and interest in and to the Trademark Registrations and the Domain Name. Seller shall also execute and deliver to Buyer any documents, papers, instruments and/or assignments as may necessary in order to assign all of Seller's right, title and interest in the Trademark Registrations and the Domain Name to Buyer. Seller agrees to reasonably cooperate with Buyer in assigning to Buyer all of Seller's rights, title and interest in the Trademark Registrations and the Domain Name with all costs of such assignment to be incurred by Buyer.

3. Seller acknowledges and agrees that upon execution of this Agreement and fulfillment of the covenants set forth herein, Buyer shall own all of Seller's rights in the Trademark Registrations and the Domain Name. Seller shall not market, promote, advertise or sell any goods or services using the Trademark or Domain Name. Seller shall not challenge or contest Buyer's ownership of or other rights or interest in the Trademark Registrations or the Domain Name, or the validity or enforceability thereof, or otherwise do anything which would prejudice the rights of Buyer in the Trademark Registrations or the Domain Name.

4. Each of Buyer and Seller represents and warrants that it has the full power and authority to enter into this Agreement.

5. Seller represents and warrants that it has ownership of the Trademark Registrations and the Domain Name as successor in interest to NetSpeak Corporation of its legal and equitable ownership. Attached hereto as Schedule B is a copy of the General Bill of Sale and Assignment from Netspeak Corporation to Net2Phone, Inc. dated July 31, 2004 evidencing Net2Phone's acquisition of Netspeak's rights in the Trademark Registrations and Domain Name.

6. Seller represents and warrants that: (i) it has not entered into any license or other agreement with any person with respect to the use by such person of the Trademark in any form or any mark confusingly similar thereto; (ii) there are no pending actions contesting Seller's rights in the Trademark or Domain Name.

7. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

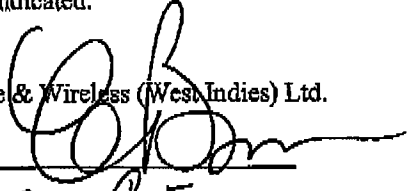
8. If any provision of this Agreement is held invalid or unenforceable for any reason, the remaining provisions of this Agreement shall not be affected, and that provision shall be enforced to the maximum extent permitted by law. To this end, the provisions of this agreement are declared severable.

9. This Agreement shall be effective as of the date on which the parties execute this Agreement as indicated in the signature blocks below and shall be governed by and construed under the laws of the United Kingdom. Seller and Buyer consent and submit to the jurisdiction and venue of the courts located in London for purposes of enforcement or compliance of this Agreement.

10. This Agreement contains the entire agreement and understanding of the parties concerning the subject matter hereof, and all prior negotiations, understandings, representations and agreements are merged herewith. No consent, waiver or modification shall be valid unless set forth in writing and signed by the party to be charged.

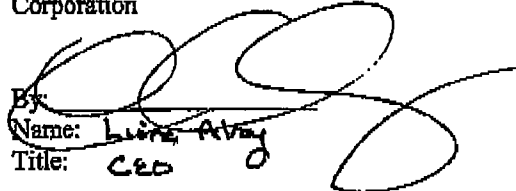
IN WITNESS WHEREOF, the parties, intending to be mutually bound, have caused this Agreement to be executed as of the date hereinabove indicated.

Dated: 9/22/05


Cable & Wireless (West Indies) Ltd.
By: 
Name: _____
Title: COO Caribbean Division CWI

Net2Phone, Inc., as successor in interest to NetSpeak Corporation

Dated: 9/22/05

By: 
Name: Luina Arvey
Title: CEO

NET2PHONE
Legal
Reviewed
Date: 9/22/05 Initial: SS



SCHEDULE A
NETSPEAK TRADEMARK AND DOMAIN PORTFOLIO

Australia:

NETSPEAK (38)
 Australian Application No. 727977
 Status: Registered. Renewal date 2/17/2007.

NETSPEAK & DESIGN (35, 37, 38, 41 and 42)
 Australian Application No. 761303
 Status: Registered. Renewal date 5/5/2008.

Brazil:

NETSPEAK (37, 44)
 Brazilian TM Application No. 820046868
 Status: Registered. Renewal Date October 4, 2009.

NETSPEAK (9)
 Brazilian TM Application No. 820046841
 Status: Registered. Renewal Date March 12, 2011.

NETSPEAK & Design (40.15/25/34)
 Brazilian TM Application No. 820046930
 Status: Registered. Renewal Date October 4, 2009.

NETSPEAK & Design (37, 44)
 Brazilian TM Application No. 820046914
 Status: Registered. Renewal Date October 4, 2009.

NETSPEAK & Design (40.15/25/34)
 Brazilian TM Application No. 820046833
 Status: Registered. Renewal Date October 4, 2009.

NETSPEAK & Design
 Brazilian TM Application No. 820046850
 Status: Allowed. Registration fee due October 12, 2005.

NETSPEAK & Design
 Brazilian TM Application No. 820046949
 Status: Allowed. Registration fee due October 12, 2005.

Canada:

NETSPEAK & Design (38)
 Canadian TM Application No. 877443
 Registration No. TMA516992
 Status: Registered. Renewal Due September 24, 2014.

NETSPEAK & Design (42)
 Canadian TM Application No. 877442
 Registration No. TMA516993
 Status: Registered. Renewal Due September 24, 2014.

NETSPEAK

Canadian TM Application No. 837214
Registration No. TMA494496
Status: Registered. Renewal Due: May 13, 2013.

European Union:

NETSPEAK (38)
Application No. 000462044
Status: Registered. Renewal Due: February 17, 2007.

NETSPEAK & DESIGN (9, 35, 37, 38, 41 and 42)
Application No. 000816405
Status: Registered. Renewal Due: May 6, 2008.

Japan:

NETSPEAK
Japanese Application No. 925432
Registration No. 4179367
Status: Registered. Renewal Due August 21, 2008.

Mexico:

NETSPEAK (38)
Mexican Application No. 288304
Registration No. 544769
Status: Registered. Renewal Due February 27, 2007.

Taiwan:

NETSPEAK (38)
Taiwanese Application No. 86007858
Registration No. 00102046
Status: Registered. Renewal Due August 15, 2008.

United States:

NETSPEAK (9)
U.S. Application No. 76/109,609
Registration No. 2,492,428
Status: Registered. Statement of Use due September 25, 2007.

NETSPEAK & DESIGN (9)
U.S. Application No. 76/109,612
Registration No. 2,485,083
Status: Registered. Statement of Use due September 4, 2007

NETSPEAK (35, 37, 41 and 42)
U.S. Application No. 75/385,067
Registration No. 2,233,736
Status: Registered. Statement of Use due March 23, 2005.

NETSPEAK & DESIGN (35, 37, 41 and 42)
U.S. Application No. 75/387,010

Registration No. 2,230,364
Status: Registered. Statement of Use due March 9, 2005.

NETSPEAK (38)
U.S. Serial No. 78/376,773
Status: Notice of Allowance issued on March 8, 2005. Statement of Use due September 8, 2005.

Domain name:
WWW.NETSPEAK.COM



TRADEMARK

SCHEDULE B
GENERAL BILL OF SALE AND ASSIGNMENT

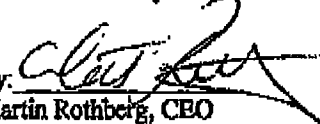


GENERAL BILL OF SALE AND ASSIGNMENT

NETSPEAK Corporation ("NETSPEAK"), a Florida corporation, does hereby sell, assign, transfer, convey and set over to its sole shareholder, Net2Phone, Inc. ("Net2Phone"), a Delaware corporation, all of its right title and interest in and to any and all assets owned or held by NETSPEAK in any form, real or personal, contingent or non-contingent, tangible or intangible or liquidated or non-liquidated to the end that NETSPEAK shall, by the execution and delivery of this General Bill of Sale and Assignment, have effected a complete distribution in liquidation to Net2Phone of all assets and properties in which it may have any interest, all in accordance with and in fulfillment of the terms of the Plan of Complete Liquidation and Dissolution of NETSPEAK adopted by the sole shareholder of NETSPEAK. NETSPEAK shall execute and deliver all such further documents of transfer, assignment and sale, including instruments relating to individual assets, as may be requested by Net2Phone in order to perfect, complete and confirm the transfer and assignment provided for herein. NETSPEAK does further constitute Net2Phone as its attorney in fact to execute and deliver in the name of NETSPEAK any and all documents and instruments reasonably required to complete such transfer and distribution in complete liquidation of NETSPEAK.

Dated: July 31, 2004

NETSPEAK Corporation

By: 
Martin Rothberg, CEO

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TRADEMARK