

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
nPhase LLC		11/14/2006	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	QUALCOMM Incorporated		
Street Address:	5775 Morehouse Drive		
Internal Address:	Patent & Trademark Dept.		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121-1714		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2852843	NPHASE	
Registration Number:	3122791	NPHASEDSN	
Registration Number:	2704594	MANAGETHEWORLD.COM	
Registration Number:	2465148	MANAGETHENET.COM	
CORRESPONDENCE DATA			
Fax Number:	(858)651-0286		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8586582585		
Email:	vanessam@qualcomm.com		
Correspondent Name:	Ashish L. Patel		
Address Line 1:	5775 Morehouse Drive		
Address Line 2:	QUALCOMM Incorporated		
Address Line 4:	San Diego, CALIFORNIA 92121-1714		

CH \$1115.00 2852843

ATTORNEY DOCKET NUMBER:	NPHASE / AP / VEM
NAME OF SUBMITTER:	Ashish L. Patel
Signature:	/Ashish L. Patel, Reg. #53,440/
Date:	06/22/2009
Total Attachments: 5 source=nphase-qualcomm assignment agreement#page1.tif source=nphase-qualcomm assignment agreement#page2.tif source=nphase-qualcomm assignment agreement#page3.tif source=Exhibits B 1 and B2 to nPhase IP Assignment Agt#page1.tif source=Exhibits B 1 and B2 to nPhase IP Assignment Agt#page2.tif	

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is entered into effective November 14, 2006 (the "Effective Date"), between QUALCOMM Incorporated, a corporation organized and existing under the laws of the State of Delaware (the "Assignee") and nPhase, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Assignor").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated November 14, 2006, by and between Assignee and Assignor (the "Asset Agreement"), Assignor desires to assign to Assignee, for consideration and upon the terms and conditions set forth in the Asset Agreement, the Seller Intellectual Property Rights (as defined in the Asset Agreement) of Assignor.

NOW, THEREFORE, pursuant to the Asset Agreement, and in consideration of these premises, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is agreed as follows.

1. Assignment and Assistance.

1.1 Assignor hereby sells, conveys, assigns and transfers to Assignee all present and future worldwide rights, title and interest in and to the Seller Intellectual Property Rights, free and clear of all liens, encumbrances and other adverse claims. Assignor acknowledges and agrees that, from and after the Effective Date, Assignor has no further ownership or other rights of any kind in and to the Assignor Intellectual Property.

1.2 Assignor hereby agrees to:

(a) Reasonably assist Assignee, at Assignee's sole cost and expense, in confirming, perfecting, asserting, exploiting and defending the Assignment throughout the world, and

(b) take any and all further actions, file any applications and execute and deliver any further documents, at Assignee's sole cost and expense, that Assignee may reasonably request in order for Assignee and any of its successors and assigns to secure or perfect the Assignment or any rights under the Assignment.

(i) Such reasonable assistance shall include, but not be limited to (but in each case at Assignee's sole cost and expense):

a) Executing or obtaining the execution of any and all documents relating to the registration, recording, and enforcement of the Assignment of applicable patents, copyrights, trademarks or other legal proceedings, including, but not limited to signing and delivering to Assignee an assignment of:

i) Copyrights substantially in the form attached hereto as Exhibits A1 and A2,

ii) Trademarks substantially in the form attached hereto as Exhibits B1 and B2, and

iii) Patents substantially in the form attached hereto as Exhibit C.

(ii) Irrevocably appointing hereby Assignee and its officers and agents as Assignor's agents and attorneys-in-fact for the sole and limited purpose of executing any documents or performing such other acts as are lawful and necessary to confirm, record, perfect, maintain, assert, and defend the Assignment, if Assignee is unable to obtain Assignor's signature for such purposes (the "Power of Attorney"),

(iii) Agreeing that each document of Exhibit A, B and C may be separated herefrom and separately recorded in the respective government office in which such assignment recordations may be made.

(iv) Approving upon request by the appropriate domain name registrar the transfer of the domain names listed in Exhibit D.

1.3 Assignee hereby agrees to and shall indemnify the Assignor in respect of, and hold the Assignor harmless from and against, any and all losses, damages, penalties, interest, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) imposed upon, incurred or sustained by the Company and its members, managers, officers, agents, affiliates, successors and assigns, resulting from, arising out of or relating to the actions of Assignee or its officers and agents pursuant to the Power of Attorney set forth in Section 1.2(b) hereof.

2. **No Contest.** Assignor agrees that Assignor will not contest the validity of this Agreement or the validity of the Assignment, nor shall Assignor assist or aid others in so doing, or do anything in derogation or dilution of the Seller Intellectual Property Rights assigned to Assignee hereunder.

3. **General Provisions.**

3.1 **Successors and Assigns.** Assignee may assign this Agreement, in whole or in part, and/or any or all of Assignee's rights or obligations under this Agreement. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

3.2 **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of California as applied to agreements among California residents entered into and to be performed entirely within California, and any legal proceeding arising out of or relating to this Agreement shall be heard before a court of competent jurisdiction in San Diego County, California. The prevailing party in any litigation, proceeding, arbitration or action arising under this Agreement shall be entitled to recover from the non-prevailing parties, jointly and severally, its costs, expenses and fees, including without limitation its reasonable attorneys' fees.

3.3 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the

same instrument. A signature delivered or sent by fax or .pdf shall be as binding and enforceable as a signed original for all purposes.

3.4 **Waiver.** No term or provision of this Agreement shall be deemed waived unless such waiver shall be in writing and signed by the party making such waiver. Any waiver of a particular breach of this Agreement shall not constitute a waiver of any other breach, nor shall any waiver be deemed a continuing waiver unless it so states expressly.

3.5 **Severability.** If one or more provisions of this Agreement is or are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

3.6 **No Agency.** This Agreement will not be construed as creating an agency, partnership, joint venture or any other form of legal association (other than as expressly set forth herein) between Assignee and any other person or entity.

3.7 **Headings.** The headings used in this Agreement are for reference purposes only, and shall not affect the interpretation of this Agreement.

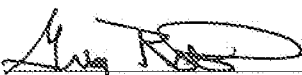
3.8 **Entire Agreement.** This Agreement is a fully negotiated agreement and shall not be construed for or against the party actually drafting this Agreement. This Agreement, together with the Asset Agreement, and the exhibits hereto and thereto, represent the complete and exclusive statement of the agreements between the parties relating to the subject matter of the assignment of the Assignor Intellectual Property, and supersede all prior and contemporaneous agreements, proposals, representations and other communications, whether written or oral, relating to such subject matter. This Agreement can be modified or amended only in a written document signed by the authorized representatives of all parties.

3.9 **Miscellaneous.** This Agreement is executed and delivered pursuant to, and shall be construed in accordance with, the terms of the Asset Agreement. Nothing in this Agreement shall be construed as a waiver or modification of any of the terms and provisions contained in the Asset Agreement. If any provision of this Agreement conflicts or is inconsistent with the terms of the Asset Agreement, the terms of the Asset Agreement shall govern in all respects.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

QUALCOMM INCORPORATED

nPhase, LLC

By: 
Name: Greg Rothman
Title: Vice President, Strategic Alliances

By: 
Name: Steve
Title: CEO

Exhibit B1

Assignment Of Federal Registered Trademark

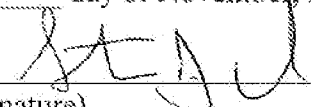
WHEREAS, nPhase LLC ("Assignor"), having a place of business at Chicago, Illinois is the owner of the following trademarks now registered in the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
nPhase	2852843	June 15, 2004
nPhaseDSN	3122791	August 1, 2006
ManageTheWorld.com	2704594	April 8, 2003
ManageTheNet.com	2465148	July 3, 2001

WHEREAS, Assignee QUALCOMM Incorporated, a Delaware Corporation, having a principal place of business at 5775 Morehouse Drive, San Diego, California 92121-1714 is desirous of acquiring said registered trademarks;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in the United States in and to said trademarks together with the goodwill of the business symbolized by said trademarks and registration thereof.

Signed at _____, this 14th day of November, 2006.



 (Signature)
Steven J. Pazzo

 (Print or type name and position - must be an officer)

STATE OF ILLINOIS)

COUNTY OF COOK)

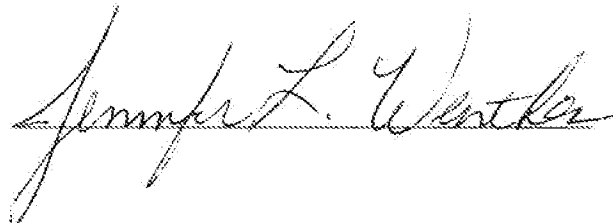
On November 14, 2006, before me, the undersigned Notary Public, personally appeared Steven J. Pazzo

personally known to me

or _____ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by **his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(S E A L)



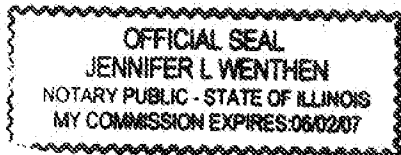


Exhibit B2

Assignment Of Registered European Union Community Trade Mark

WHEREAS, nPhase LLC ("Assignor"), having a place of business at Chicago, Illinois is the owner of the following trademarks now registered in the European Union Community Trade Mark Office:

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
nPhase	3601432	May 30, 2005

WHEREAS, Assignee QUALCOMM Incorporated, a Delaware Corporation, having a principal place of business at 5775 Morehouse Drive, San Diego, California 92121-1714 is desirous of acquiring said registered trademarks;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to said trademark, together with the goodwill of the business symbolized by said trademark and registration thereof.

Signed at Chicago, Illinois, this 14th day of November, 2006.

Steven J. Pazol
 (Signature)
Steven J. Pazol, CEO
 (Print or type name and position - must be an officer)

STATE OF ILLINOIS)

COUNTY OF COOK)

On November 14, 2006, before me, the undersigned Notary Public, personally appeared Steven J. Pazol

✓ personally known to me
or

proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by **his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(S E A L)

Jennifer L. Wenthien
 (Signature)

