To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Connect One, Inc. 7-29-03
   Allen Kaplan

Additional name(s) of conveying party(ies) attached? [ ] Yes [ ] No

3. Nature of conveyance:
   [x] Assignment
   [ ] Merger
   [ ] Security Agreement
   [ ] Change of Name
   [ ] Other

Execution Date: July 15, 2003

4. Application number(s) or patent number(s):
   If this document is being filed together with a new application, the execution date of the application is:
   A. Patent Application No.(s)
      10/157,611

      Additional numbers attached? [ ] Yes [ ] No

   B. Patent No.(s)
      6,473,404
      6,456,594
      6,016,307

5. Name and address of party to whom correspondence concerning document should be mailed:
   Name: Ruben C. DeLeon
   Internal Address:
   Street Address: Warren & Kennedy, LLP
   6565 N. MacArthur Blvd., Suite 910
   City: Irving
   State: TX
   Zip: 75039

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 3.41) $200.00
   [ ] Enclosed
   [ ] Authorized to be charged to deposit account

8. Deposit account number:

   (Attach duplicate copy of this page if paying by deposit account)

   To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
   Ruben C. DeLeon
   Name of Person Signing

   Signature 7/25/03

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

Total number of pages including cover sheet, attachments, and documents:

PATENT
REEL: 014321 FRAME: 0520
PURCHASE AGREEMENT

DATED AS OF THE 1ST DAY OF APRIL, 2000

BY AND AMONG

STEPHEN ROSENBERG,

ALLEN KAPLAN,

CONNECT ONE, INC.

AND

CONNECTEL LLC

THACHER PROFFITT & WOOD
TWO WORLD TRADE CENTER
NEW YORK, NEW YORK 10048
(212) 912-7400
Purchase of 40% Membership Interest of ConnecTel LLC ("ConnecTel")
by Stephen Rosenberg ("Rosenberg")

April 1, 2000

Purchase Agreement, dated as of April 1, 2000, among Rosenberg,
Allen Kaplan ("Kaplan"), Connect One, Inc. ("Connect One") and ConnecTel ..................... 1

Exhibit A: Certificate of Managing Member, dated April 12, 2000 ..................... 2

Exhibit B: Assignment of Patent, dated April 13, 2000,
from Kaplan and Connect One to ConnecTel ..................... 3

Exhibit C: Consulting Agreement, dated as of April 1, 2000,
by and between Connect One and ConnecTel ..................... 4

Exhibit D: Limited Liability Company Agreement of ConnecTel,
dated as of April 1, 2000 ..................... 5

Nonrecourse Promissory Note, dated May 9, 2000,
from Infinity IP Investors LLC ("Infinity") to ConnecTel ..................... 6

Assignment of Nonrecourse Promissory Note, dated May 12, 2000,
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## EXHIBIT A

<table>
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<tr>
<th>Name and Address of Member</th>
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<td></td>
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<tr>
<td>Miami Beach, Florida 33140-4564</td>
<td></td>
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<td>Stephen Rosenberg</td>
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<tr>
<td>152 West 57th Street</td>
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* Agreed value of Principal Patent
LIMITED LIABILITY COMPANY AGREEMENT

OF

CONNECTEL LLC
Limited Liability Company Agreement

of

ConneeTel LLC

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Limited Liability Company Agreement

of

ConnecTel LLC

This Limited Liability Company Agreement of ConnecTel LLC (the “Company”), a limited liability company organized pursuant to the Delaware Limited Liability Company Act, is entered into and shall be effective as of the Effective Date, by and among the Company and Connect One, Inc., a Florida corporation (“Connect One”), Stephen Rosenberg (“Rosenberg”) and Infinity IP Investors LLC, a Delaware limited liability company (“Infinity”) as Members.

ARTICLE I
DEFINITIONS

For purposes of this Company Agreement (as defined below), unless the context clearly indicates otherwise, the following terms shall have the following meanings:

1.1 Act. The Delaware Limited Liability Company Act and all amendments to the Act.

1.2 Additional Capital Contribution. An additional Capital Contribution payable by a Member to the Company pursuant to Article VIII.

1.3 Affiliate. With respect to any Person, any entity controlling, controlled by or under common control with such Person. “Control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of over fifty percent (50%) of the voting securities of such Person, by contract or otherwise.

1.4 Article. An Article of this Company Agreement.

1.5 Assignee or “transferee.” A transferee of an Economic Interest who has not been admitted as a Substitute Member. Unless otherwise clear from the context of its use, the term “transferee” is synonymous with the term “Assignee.”

1.6 Bankrupt Person. A Person who: (1) has become the subject of an Order for Relief under the United States Bankruptcy Code by voluntary or involuntary petition, or (2) has initiated, either in an original Proceeding or by way of answer in any state insolvency or receivership Proceeding, an action for liquidation arrangement, composition, readjustment, dissolution, or similar relief.

1.7 Budget. An estimate of the revenues and expenses of the Company for the period specified therein which has been prepared by the Managing Member in accordance with Section 4.4 and approved by the Members in accordance with Section 6.1.
1.8 Business Day. Any day other than Saturday, Sunday or any legal holiday observed in the State of Florida or New York.

1.9 Capital Account. The account maintained for a Member or Assignee determined in accordance with Article VIII.

1.10 Capital Contribution. Any contribution of Property or services made by or on behalf of a Member or Assignee.

1.11 Certificate. The Certificate of Formation of the Company, as amended from time to time, and filed with the Secretary of State of Delaware.

1.12 Commitment. The Capital Contributions that a Member is obligated to make, including a Member’s Initial Capital Contribution and any Additional Capital Contribution of a Member.

1.13 Commitment to Fund. The Commitment to Fund as defined in Section 8.2.

1.14 Company. ConnecTel LLC, a limited liability company formed under the laws of Delaware and any successor limited liability company.

1.15 Company Agreement. This Limited Liability Company Agreement including all amendments adopted in accordance with the Company Agreement and the Act.

1.16 Company Property. Any Property owned by the Company.

1.17 Disposition (Dispose). Any sale, assignment, exchange, mortgage, pledge, grant, hypothecation, or other transfer, absolute or as security or encumbrance (including dispositions by operation of law).

1.18 Dissociation. Any action which causes a Person to cease to be a Member as described in Article XII hereof.

1.19 Dissolution Event. An event, the occurrence of which will result in the dissolution of the Company under Article XIII unless the Members agree to the contrary.

1.20 Distribution. A transfer of Property to a Member on account of a Membership Interest as described in Article IX.

1.21 Economic Interest. The right to receive allocations of Profits and Losses, Distributions, returns of capital and distribution of assets upon a dissolution of the Company.

1.22 Effective Date. April 1, 2000.
1.23 Exhibit A. Exhibit A to this Company Agreement setting forth the name, address, Initial Capital Contribution, Commitment to Fund, Initial Membership Interest and Initial Sharing Ratio of each Member.

1.24 Fiscal Year. The calendar year.

1.25 Initial Capital Contribution. The Capital Contribution agreed to be made by the Members as described in Article VIII.

1.26 Initial Membership Interest. The Initial Membership Interest set forth on Exhibit A to this Company Agreement.

1.27 Initial Sharing Ratio. The Initial Sharing Ratio set forth on Exhibit A to this Company Agreement.

1.28 Management Right. The right of a Member to participate in the management of the Company, to vote on any matter, and to grant or withhold consent or approval of actions of the Company.

1.29 Managing Member. A Member (or the Members) selected to manage the affairs of the Company under Article VII hereof.

1.30 Member. A party executing the Company Agreement and a Substitute Member.

1.31 Membership Interest. A Member’s Economic Interest and Management Right.

1.32 Net Cash Flow. Net Cash Flow shall mean with any respect to any fiscal period of the Company, all revenues of the Company during that period decreased by (a) cash expenditures for operating expenses, (b) reserves for contingencies and working capital, established in such amounts as the Members may determine, and (c) taxes, if any.

1.33 Organization. A Person other than a natural person. Organization includes, without limitation, corporations (both non-profit and other corporations), partnerships (both limited and general), joint ventures, limited liability companies, and unincorporated associations, but the term does not include joint tenancies and tenancies by the entirety.

1.34 Person. An individual, trust, estate, or any Organization permitted to be a member of a limited liability company under the laws of the State of Delaware.

1.35 Principal Office. The Principal Office of the Company set forth in Section 2.6.

1.36 Property. Any property, real or personal, tangible or intangible, including money, and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.
1.37 **Proceeding.** Any administrative, judicial, or other adversary proceeding, including without limitation, litigation, arbitration, administrative adjudication, mediation, and appeal or review of any of the foregoing.

1.38 **Section.** A section of this Company Agreement.

1.39 **Sharing Ratio.** With respect to any Member, as of any date, the ratio as set forth on Exhibit A hereto or as otherwise agreed by all Members from time to time and set forth on Exhibit A hereto. The Initial Membership Interest and Sharing Ratio of each Member is set forth on Exhibit A hereof, and Exhibit A shall be amended as necessary to conform to any changes thereof agreed to by the Members. In the event all or any portion of a Membership Interest is transferred in accordance with the terms of this Company Agreement, the transferee shall succeed to the Membership Interest and Sharing Ratio of the transferor to the extent it relates to the transferred Membership Interest.

1.40 **Standstill Period.** The period commencing on the Effective Date and ending on the earlier of (a) the date that the Commitment to Fund has terminated or (b) the third anniversary of the Effective Date.

1.41 **Substitute Member.** An Assignee who has been admitted to all of the rights of membership pursuant to Section 11.4 of the Company Agreement.

1.42 **Tax Characterization and Additional Tax Terms.** It is intended that the Company be characterized and treated as a partnership for, and solely for, federal, state and local income tax purposes. For such purpose, (i) the Company shall be subject to all of the provisions of Subchapter K of Chapter 1 of Subtitle A of the Code, (ii) all references to a “Partner,” to “Partners” and to the “Partnership” in this Company Agreement and in the provisions of the Code and Regulations cited in this Company Agreement shall be deemed to refer to a Member, the Members and the Company, respectively. In addition, the following terms shall have the following meanings:

- **Adjusted Capital Account Deficit** shall mean, with respect to any Member, the deficit balance, if any, in such Member’s Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:
  - (i) Credit to such Capital Account the minimum gain chargeback that such Member is deemed to be obligated to restore pursuant to the penultimate sentences of sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations; and

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.
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(b) Code shall mean the Internal Revenue Code of 1986, as amended.

(c) Profits and Losses shall mean, for each Fiscal Year, an amount equal to the Company's taxable income or loss for such Fiscal Year, determined in accordance with section 703(a) of the Code (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in section 705(a)(2)(B) of the Code or treated as section 705(a)(2)(B) of the Code expenditures pursuant to section 1.704-1(b)(2)(iv)(i) of the Regulations, and not otherwise taken into account in computing Profits or Losses pursuant to this Section, shall be subtracted from such taxable income or loss.

Notwithstanding any other provisions of this definition, any item which is specially allocated pursuant to Sections 9.4 or 9.5 shall not be taken into account in computing Profits or Losses.

(d) Regulations shall mean the federal income tax regulations promulgated by the United States Treasury Department under the Code as such Regulations may be amended from time to time. All references herein to a specific section of the Regulations shall be deemed also to refer to any corresponding provision of succeeding Regulations.

ARTICLE II
FORMATION

2.1 Organization. The Members hereby organize the Company as a Delaware limited liability company pursuant to the provisions of the Act.

2.2 Agreement. For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members executing the Company Agreement hereby agree to the terms and conditions of the Company Agreement, as it may from time to time be amended. It is the express intention of the Members that the Company Agreement shall be the sole source of agreement of the parties, and, except to the extent a provision of the Company Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the Act, the Company Agreement shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent any provision of the Company Agreement is prohibited or ineffective under the Act, the Company Agreement shall be considered amended to the smallest degree possible in order to make the Company Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of the Company Agreement that was formerly
invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

2.3 Name. The name of the Company is ConnecTel LLC, and all business of the Company shall be conducted under that name or under any other name but, in any case, only to the extent permitted by applicable law.

2.4 Term. The Company shall be dissolved and its affairs wound up in accordance with the Act and the Company Agreement on December 31, 2050, unless the term shall be extended by amendment to the Company Agreement and the Certificate, or unless the Company shall be sooner dissolved and its affairs wound up in accordance with the Act or the Company Agreement.

2.5 Registered Agent and Office. The registered agent for the service of process and the registered office shall be that Person and location reflected in the Certificate as filed in the office of the Secretary of State of Delaware. The Managing Member, may, from time to time, change the registered agent or office through appropriate filings with the Secretary of State of Delaware. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Managing Member shall promptly designate a replacement registered agent or file a notice of change of address as the case may be. If the Managing Member shall fail to designate a replacement registered agent or change of address of the registered office, any Member may designate a replacement registered agent or file a notice of change of address.

2.6 Principal Office. The Principal Office of the Company shall be located at:

2031 North Bay Road
Miami Beach, Florida 33140-4564

ARTICLE III
PURPOSE: NATURE OF BUSINESS

The purpose of the Company is to own, develop, license, fully exploit and otherwise derive profit and value through commercial ventures from United States Patent No. 6,016,307 (the "Principal Patent") issued on January 18, 2000. Allen Kaplan will be listed as the "inventor" and the Company will be listed as the "co-inventor" on any patent continuation filed with respect to the Principal Patent, but the Company will own any continuation of the Principal Patent. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as described in this Article III. The authority granted to the Managing Member hereunder to bind the Company shall be limited to actions necessary or convenient to this business.

ARTICLE IV
ACCOUNTING AND RECORDS

4.1 Records to be Maintained. The Company shall maintain the following records at the Principal Office:
(a) A current list of the full name and last known business address of each Member;

(b) A copy of the Certificate and all amendments thereto, together with executed copies of any powers of attorney pursuant to which the Certificate or any such amendment has been executed;

(c) A copy of the Company’s federal, state and local income tax returns and reports;

(d) A copy of the Company Agreement including all amendments thereto; and

(e) The Company’s books and records, including financial statements of the Company, which shall be open to inspections by the Members or their agents at reasonable times.

4.2 Reports to Members. The Managing Member shall provide reports, including a balance sheet, statement of profit and loss and changes in Members’ accounts, and a statement of cash flows, at the end of each calendar quarter to the Members at such time and in such manner as the Managing Member may determine reasonable. The annual financial statements of the Company shall be audited by a firm of independent auditors selected by the Members.

4.3 Tax Returns and Reports. The Managing Member, at Company expense, shall prepare and timely file income tax returns of the Company in all jurisdictions where such filings are required, and shall prepare and deliver to each Member, within the time prescribed by the Code, and any extensions applicable thereto, as provided by the Code or applicable regulations, and at Company expense, all information returns required by the Code and Company information necessary for the preparation of the Members’ federal income tax returns.

4.4 Budgets. On or prior to the date of this Agreement the Members shall have approved a budget of general administrative expenses of the Company (a “G & A Expense Budget”) for the period ending December 31, 2000, attached hereto as Exhibit B and a budget of patent litigation and patent continuation expenses (a “Patent Budget”) for the period ending June 30, 2000, attached hereto as Exhibit C. The Managing Member shall from time to time prepare G & A Expense Budgets and Patent Budgets for future periods and shall submit them to the Members for approval in accordance with the provisions of Section 6.1 of the Company Agreement. The Managing Member shall also submit for approval by the Members in accordance with the provisions of Section 6.1 any proposed modifications to any approved Budget or any nonbudgeted expenditures reasonably necessary for the conduct of the Company’s business. Any Budget or modification thereto submitted to the Members in accordance herewith shall be prepared in good faith by the Managing Member and shall be considered for approval in good faith by the Members in accordance with Section 6.1 hereof.
ARTICLE V
NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the Members are as stated on Exhibit A.

ARTICLE VI
RIGHTS AND DUTIES OF MEMBERS

6.1 Management Rights. No Member shall have authority to bind the Company or to exercise any Management Right, except that the following actions shall require the consent of the Members owning at least seventy-five percent (75%) of the Membership Interests:

(a) The sale of any Company Property;

(b) The merger or consolidation of the Company with any other Person;

(c) The continuation of the Company after a Dissolution Event;

(d) The borrowing of funds or the pledging, mortgaging or otherwise encumbering of any Company Property;

(e) Any expenditure not incurred pursuant to any Budget ("Additional Expense");

(f) Any change in the nature of the business of the Company;

(g) Approval of any Budget;

(h) Approval of any contracts to be entered into by the Company, including without limitation any licenses of or other arrangements involving the Principal Patent;

(i) Approval of any retention of any professional or firm of professionals, including without limitation, any attorney, accountant, consultant or engineer;

(j) Approval of any amendment to or action to be taken under the Consulting Agreement between the Company and Connect One;

(k) To institute, prosecute and defend any Proceeding in the Company's name;

(l) The issuance of any securities of the Company to any Person;

(m) The making of any distributions; and

(n) Any other major decisions or actions that would customarily not be delegated to a chief executive officer and would be reserved for the review and approval of a board of directors if the Company were organized as a corporation domiciled in the State of Delaware.
Provided, however, that following the death or permanent disability of Rosenberg or his becoming a Bankrupt Person, notwithstanding the foregoing, the actions described in Section 6.1(a) through (n) inclusive shall require only the consent of the Members owning at least a majority interest of the Membership Interests.

6.2 **Liability of Members.** No Member shall be liable as such for the liabilities of the Company.

6.3 **Indemnification.** A Member shall indemnify the Company for any costs or damages incurred by the Company as a result of any unauthorized action by such Member.

6.4 **Representations and Warranties.** Each Member, and in the case of a trust or other Organization, the person(s) executing the Company Agreement on behalf of the entity, hereby represents and warrants to the Company and each other Member that: (a) if that Member is an entity, it has the power to enter into the Company Agreement and to perform its obligations hereunder and that the person(s) executing the Company Agreement on behalf of the entity has the power to do so; and (b) the Member is acquiring its or his interest in the Company for the Member’s own account as an investment and without an intent to distribute the interest. The Members acknowledge that their interests in the Company have not been registered under the Securities Act of 1933, as amended (the “Securities Act”), or any state securities laws, and may not be resold or transferred without appropriate registration or the availability of an exemption from such requirements.

6.5 **Conflicts of Interest.** Subject to the consent required in Section 6.1:

(a) No Members, including the Managing Member but excluding Infinity, shall be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company or its Affiliates, it being expressly understood that the Members, except for Infinity, may not enter into transactions that are similar to the transactions into which the Company or its Affiliates may enter. The Members, except for Infinity, shall account to the Company and hold as trustee for it any Property, profit, or benefit derived by the Member, without the appropriate consent as provided in this Agreement, in the conduct or winding up of the Company business or from a use or appropriation by the Member of Company Property including information developed exclusively for the Company and opportunities expressly offered to the Company.

(b) A Member, including the Managing Member, does not violate a duty or obligation to the Company merely because the Member’s conduct furthers the Member’s own interest. A Member may lend money to and transact other business with the Company. The rights and obligations of a Member who lends money to or transacts business with the Company are the same as those of a Person who is not a Member, subject to other applicable law. No transaction with the Company shall be voidable solely because a Member has a direct or indirect interest in the transaction if the transaction is fair to the Company.
ARTICLE VII
MANAGING MEMBER

7.1 Managing Member. Except as otherwise provided in Section 6.1, the management of the Company and all decisions concerning the business affairs of the Company shall be made by the Managing Member. The initial Managing Member shall be Connect One.

7.2 Term of Office as Managing Member. The Managing Member shall serve until its or his removal by the Members or any resignation of such Managing Member pursuant to Section 7.6.

7.3 Authority of Managing Member to Bind the Company. Only the Managing Member and authorized agents of the Company shall have the authority to bind the Company. Subject to Section 6.1, the Managing Member has the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company (as described in Article III), including without limitation:

(a) To conduct the Company’s business;

(b) To deal with, from time to time, Persons in connection with the operation of the Company’s business, including accountants and attorneys, on such terms as the Members shall determine;

(c) To make such elections under the Code and other relevant tax laws as to the treatment of items of Company income, gain, loss, deduction and credit, and as to all other relevant matters as the Managing Member, with the advice of the Company’s accountants and attorneys deems necessary or appropriate, including without limitation, elections referred to in section 754 of the Code, the determination of which items of cash outlay shall be capitalized or treated as current expenses, and the selection of the method of accounting and bookkeeping procedures to be used by the Company;

(d) To pay as a Company expense any and all costs or expenses incurred consistently with the Company’s Budget;

(e) To deposit, withdraw, invest, pay, retain and distribute the Company’s funds in a manner consistent with the provisions of this Company Agreement; and

(f) To execute, acknowledge and deliver any and all instruments to effectuate the foregoing.

7.4 Actions of the Managing Member. The Managing Member has the power to bind the Company as provided in this Article VII. No Person dealing with the Company shall have any obligation to inquire into the power or authority of the Managing Member acting on behalf of the Company.
7.5 **Indemnification.** The Company shall indemnify the Managing Member for all liabilities and damages incurred in connection with the business of the Company, to the fullest extent provided or allowed by the laws of the State of Delaware.

7.6 **Resignation and Removal.** The Managing Member may resign upon at least thirty (30) days prior written notice to the Members. Upon the death or permanent disability of Allen Kaplan, or his becoming a Bankrupt Person, the Members other than Connect One shall have the right to remove Connect One as the Managing Member. In the event of such resignation or removal, Connect One shall retain its Membership Interest. In the event of the resignation or removal of the Managing Member, the Members owning at least two-thirds of the Membership Interests shall elect a successor Managing Member, which may be any Member other than Connect One, or they shall elect a Managing Member, which shall be a Person who is not a Member.

7.7 **Other Activities.** The Managing Member shall be required to devote only such of its or his business time and efforts to the management of the Company business as is reasonably necessary for the proper management of such business.

7.8 **Distributions.** Each Member shall look solely to the assets of the Company for all Distributions and share of Profits or Losses, and shall have no recourse therefor (upon dissolution or otherwise) against the Managing Member or any of the other Members. No Member shall have any right to demand or receive property other than money upon dissolution and termination of the Company.

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**ARTICLE VIII**

**CONTRIBUTIONS AND CAPITAL ACCOUNTS**

8.1 **Initial Contributions.** Connect One shall make an Initial Capital Contribution by assignment of the Principal Patent, the agreed value of which is Rosenberg shall make an Initial Capital Contribution, which shall be as set forth on Exhibit A. Infinity shall contribute its non-interest bearing, nonrecourse promissory note in the amount of (the "Infinity Note") to the Company, which shall constitute its Initial Capital Contribution. No Member shall have the right to withdraw or be repaid any Capital Contribution except as provided in the Company Agreement. Promptly following the closing of the transactions contemplated by that certain Purchase Agreement dated the date hereof by and among the Company, Connect One and Rosenberg, the Infinity Note shall be distributed to Connect One.

8.2 **Commitments to Make Additional Capital Contributions.**

(a) Neither Connect One nor Infinity shall have any obligation to make Additional Capital Contributions.

(b) It is the intention of the parties that Rosenberg shall be obligated to make Additional Capital Contributions up to the maximum set forth in Section 8.2(c) (the "Commitment to Fund").
to fund the expenses as set forth in any G & A Expense Budget or Patent Budget approved by the Members in accordance with Section 6.1 or for any approved Additional Expenses approved in accordance with Section 6.1. Rosenberg shall fund such expenses monthly, in advance, on or about the first Business Day of each such month, to the extent of any approved G & A Expense Budgets. In addition, to the extent the Members approve a contract or agreement in accordance with Section 6.1(h) or (i) hereof, Rosenberg shall be obligated to fund the expenses thereof, subject to the maximum set forth in Section 8.2(c), so long as such contract or agreement is not terminated by the Company.

(c) Rosenberg’s obligation to make Additional Capital Contributions shall terminate when the total Capital Contributions made by Rosenberg to the Company equal

8.5 Capital Account. A separate capital account shall be maintained for each Member throughout the term of the Company in accordance with the rules of section 1.704-1(b)(2)(iv) of the Regulations as in effect from time to time, and, to the extent not inconsistent therewith, to which the following provisions apply:

(a) To each Member’s Capital Account there shall be credited (i) the amount of money contributed by such Member to the Company; (ii) the agreed fair market value of any Property contributed to the Company by such Member (net of liabilities secured by such contributed Property that the Company is considered to assume or take subject to under section 752 of the Code); and (iii) such Member’s share of Profits and items of income and gain that are specially allocated to such Member pursuant to Article IX (other than any income or gain allocated to such Member pursuant to Section 9.4(g) in accordance with section 704(c) of the Code).

(b) To each Member’s Capital Account there shall be debited (i) the amount of money distributed to such Member by the Company; (ii) the fair market value of Property distributed to such Member (net of liabilities secured by such distributed Property that such Member is considered to assume or take subject to under section 752 of the Code); and (iii) such Member’s share of Losses and items of loss and deduction that are specially allocated to such Member pursuant to Article IX (other than any deduction or loss allocated to such Member pursuant to Section 9.4(g) in accordance with section 704(c) of the Code).

(c) Upon notice from time to time to the Company from Connect One that a payment from Infinity constituting a principal payment on the Infinity Note has been received by Connect One or any Affiliate of Connect One, as distributee or transferee, as the case may be, of the Infinity Note, (i) Connect One’s Capital Account shall be debited by the amount of such principal payment and (ii) Infinity’s Capital Account shall be credited by the amount of such principal payment.

(d) The Capital Account of a transferee Member shall include the appropriate portion of the Capital Account of the Member from whom the transferee Member’s interest was obtained.
(e) In determining the amount of any liability, there shall be taken into account section 752(c) of the Code and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Company Agreement relating to the maintenance of Capital Accounts are intended to comply with section 1.704-1(b) of the Regulations, and shall be interpreted and applied in a manner consistent with such Regulations. Consistent with such intention, the value of any Property (other than cash) (i) contributed to the Company by a Member, (ii) distributed to a Member from the Company or (iii) owned by the Company and subject to a revaluation upon the occurrence of certain events shall be the fair market value of such Property (net of liabilities secured by such Property that the Company or such Member, as the case may be, is considered to assume or take subject to under section 752 of the Code) on the date of contribution, distribution or revaluation, as applicable. In the event the Members shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed Property or that are assumed by the Company or any Member), are computed in order to comply with such Regulations, the Members may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Member pursuant to Article XIII hereof upon the dissolution of the Company. The Members also shall make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with section 1.704-1(b) of the Regulations.

8.4 No Obligation to Restore Deficit Balance. Except as required by law, no Member shall be required to restore any deficit balance in its or his Capital Account.

8.5 Withdrawal; Successors. A Member shall not be entitled to withdraw any part of its or his Capital Account or to receive any distribution from the Company, except as specifically provided in the Company Agreement, and no Member shall be entitled to make any Capital Contribution to the Company other than any Commitment to Fund. Any Member, including any additional or substitute Member, who shall receive an interest in the Company or whose interest in the Company shall be increased by means of a transfer to it of all or part of the interest of another Member, shall have a Capital Account with respect to such interest initially equal to the Capital Account with respect to such interest of the Member from whom such interest is acquired.

8.6 Interest. No Member shall be entitled to interest on such Member’s Capital Contribution or on any Profits retained by the Company.

8.7 Investment of Capital Contributions and Company Cash. The Capital Contributions of the Members and any cash held by the Company from time to time shall be invested, until such time as such funds shall be used for other Company purposes, in demand, money market or time deposits, obligations, securities and investments or other instruments constituting cash equivalents, unless otherwise directed by the Members. Such investments shall be made by the Managing Member for the benefit of the Company.

8.8 No Personal Liability. The Managing Member shall have no personal liability for the repayment of any Capital Contributions of any Member.
ARTICLE IX
TAX ALLOCATIONS AND DISTRIBUTIONS

9.1  Profits and Losses. Profits and Losses, and each item of Company income, gain, loss, deduction, credit and tax preference with respect thereto, for each Fiscal Year (or shorter period in respect of which such items are to be allocated) shall be allocated among the Members as provided in this Article IX.

9.2  Profits. Profits for any Fiscal Year shall be allocated in the following order of priority:

(a)  First, to the Members, if any, who received any allocation of Losses under Section 9.3(c), in proportion to (and to the extent of) the excess, if any, of (i) the cumulative Losses allocated to such Members pursuant to Section 9.3(c) for all prior Fiscal Years over (ii) the cumulative Profits allocated to such Members pursuant to this Section 9.2(a) for all prior Fiscal Years;

(b)  Second, to the Members, in proportion to (and to the extent of) the excess, if any, of (i) the cumulative Losses allocated to each Member pursuant to Section 9.3(b) hereof for all prior Fiscal Years over (ii) the cumulative Profits allocated to each Member pursuant to this Section 9.2(b) for all prior Fiscal Years;

(c)  Third, to the Members, in proportion to (and to the extent of) the excess, if any, of (i) the cumulative Losses allocated to each Member pursuant to Section 9.3(a)(ii) hereof for all prior Fiscal Years over (ii) the cumulative Profits allocated to such Member pursuant to this Section 9.2(c) for all prior Fiscal Years;

(d)  Fourth, to the Members, in proportion to (and to the extent of) the excess, if any, of (i) the aggregate Capital Contributions made by each of them in all prior Fiscal Years over (ii) the cumulative Profits allocated to each of them pursuant to this Section 9.2(d) for all prior Fiscal Years; and

(e)  Fifth, the balance of the Profits remaining, if any, among the Members, pro rata, in proportion to their respective Sharing Ratios.

9.3  Losses. Losses shall be allocated as set forth in Section 9.3(a), subject to the limitation in Section 9.3(b) below and, if applicable, as provided in Section 9.3(c).

(a)  Losses for any Fiscal Year shall be allocated in the following order of priority:

(i)  First, to the Members in proportion to and to the extent of the excess, if any, of (A) the cumulative Profits allocated to each such Member pursuant to Sections 9.2(d) and 9.2(e) hereof for all prior Fiscal Years, over (B) the cumulative Losses allocated to such Member pursuant to this Section 9.3(a)(i) for all prior Fiscal Years; and
(ii) The balance, if any, among the Members in proportion to their respective Sharing Ratios.

(b) (i) The Losses allocated according to Section 9.3(a) shall not exceed the maximum amount of Losses that may be allocated to such Member without causing such Member to have an Adjusted Capital Account Deficit.

(ii) If some, but not all of the Members would have Adjusted Capital Account Deficits as a consequence of the allocations of losses pursuant to Section 9.3(a), the limitation set forth in this Section 9.3(b) shall be applied by allocating Losses pursuant to this Section 9.3(b)(ii) only to those Members, (allocated pro rata if more than one) who would not have an Adjusted Capital Account Deficit as a consequence of receiving such an allocation of Losses.

(iii) If no other Member may receive an additional allocation of Losses pursuant to Section 9.3(b)(ii), such additional Losses not allocated shall be allocated solely to those Members who bear the economic risk of such Losses within the meaning of section 704(b) of the Code.

(c) In the event that there are any remaining Losses in excess of the limitations set forth in Section 9.3(b), such remaining losses shall be allocated among the Members in proportion to their respective Sharing Ratios.

9.4 Special Allocations. The following special allocations shall be made:

(a) Minimum Gain Chargeback. Except as otherwise provided in section 1.704-2(f) of the Regulations, notwithstanding any other provision of this Article IX, if there is a net decrease in Partnership Minimum Gain during any Fiscal Year, each Member shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member’s share of the net decrease in Partnership Minimum Gain, determined in accordance with section 1.704-2(g) of the Regulations. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with sections 1.704-2(j)(6) and 1.704-2(j)(2) of the Regulations. This Section 9.4(a) is intended to comply with the minimum gain chargeback requirement in section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(b) Partner Minimum Gain Chargeback. Except as otherwise provided in section 1.704-2(i)(4) of the Regulations, notwithstanding any other provision of this Article IX, if there is a net decrease in Partner Nonrecourse Debt Minimum Gain attributable to a Partner Nonrecourse Debt during any Fiscal Year, each Member who has a share of the Partner Nonrecourse Debt Minimum Gain as of the beginning of the Fiscal Year attributable to such Partner Nonrecourse Debt, determined in accordance with section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member’s share
of the net decrease in Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with section 1.704-2(i)(4) of the Regulations. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Section 9.4(b) is intended to comply with the minimum gain chargeback requirement in section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(c) **Qualified Income Offset.** In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in section 1.704-1(b)(2)(ii)(d)(4), section 1.704-1(b)(2)(ii)(d)(5), or section 1.704-1(b)(2)(ii)(d)(6) of the Regulations which increases a Member’s Adjusted Capital Account Deficit, items of Company income and gain shall be specially allocated to the Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of the Member as quickly as possible, provided that an allocation pursuant to this Section 9.4(c) shall be made only if and to the extent that the Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article IX have been tentatively made as if this Section 9.4(c) were not in this Company Agreement.

(d) **Nonrecourse Deductions.** Nonrecourse Deductions for any Fiscal Year shall be specially allocated among the Members in proportion to their Sharing Ratios.

(e) **Partner Nonrecourse Deductions.** Any Partner Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with section 1.704-2(i)(1) of the Regulations.

(f) **Certain Book-Ups.** To the extent an adjustment to (i) the adjusted tax basis of any Company asset pursuant to sections 734(b) or 743(b) of the Code is required to be taken into account in determining Capital Accounts or (ii) pursuant to section 1.704-1(b)(2)(iv)(f) of the Regulations, the Gross Asset Value of any Company asset is permitted to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated, as provided in section 1.704-1(b)(2)(iv)(m) or section 1.704-1(b)(2)(iv)(g) of the Regulations, respectively, as an item of Profit (if the adjustment increases such basis or Gross Asset Value of the asset) or Loss (if the adjustment decreases such basis or Gross Asset Value), and such Profit or Loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such section of the Regulations.

(g) **Mandatory Allocations Under Code Section 704(c).** In the event section 704(c) of the Code or the principles of section 704(c) of the Code applicable under section 1.704-1(b)(2)(iv) of the Regulations requires allocations of income, gain, deduction or loss in a manner different than that set forth above, the provisions of section 704(c) of the Code and the Regulations thereunder shall control such allocations among the Members. Any item
of Company income, gain, loss and deduction with respect to any Property (other than cash) that has been contributed by a Member to the capital of the Company and which is required or permitted to be allocated to such Member for income tax purposes under section 704(c) of the Code so as to take into account the variation between the tax basis of such Property and its fair market value at the time of its contribution shall be allocated solely for income tax purposes in the manner so required or permitted under section 704(c) of the Code using the "traditional method" described in section 1.704-3(b) of the Regulations, provided, however, that curative allocations consisting of the special allocation of gain or loss upon the sale or other Disposition of such Property shall be made in accordance with section 1.704-3(c) of the Regulations to the extent necessary and possible to eliminate any disparity between the Member's book and tax Capital Accounts attributable to such Property, and further provided, that any other method allowable under applicable Regulations may be used for any contribution of Property as to which there is agreement between the contributing Member and the Managing Member. Except as provided in this Section 9.4(g), for United States federal, state and local income tax purposes, the income, gains, losses and deductions of the Company shall, for each taxable period, be allocated among the Members in the same manner and in the same proportion that such items have been allocated among the Members' respective Capital Accounts.

9.5 Curative Allocations. The allocations set forth in Sections 9.3(b) and 9.4(a) through (e) (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocation or with special allocations of other items of Company income, gain, loss, or deduction. Therefore, notwithstanding any other provision of this Article IX (other than the Regulatory Allocations), the Managing Member shall make such offsetting special allocations of Company income, gain, loss, or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of this Company Agreement and all Company items were allocated pursuant to Sections 9.2 and 9.3(a). In exercising their discretion under this Section 9.5, the Managing Member (i) shall take into account future Regulatory Allocations under Sections 9.4(a) and 9.4(b) that, although not yet made, are likely to offset other Regulatory Allocations previously made under Sections 9.4(d) and 9.4(e) and (ii) may reallocate Profits and Losses for prior open years (or items of gross income and deduction of the Company for such years) among the Members to the extent it is not possible to achieve such result with allocations of items of income (including gross income) and deduction for the current year and future years.

9.6 Section 754 Election. Upon a transfer by a Member of an interest in the Company, which transfer is permitted by the terms of this Company Agreement, or upon the death of a Member or the distribution of any Company Property to one or more Members, the Managing Member, upon the request of one or more of the transferees or distributees, shall cause the Company to file an election on behalf of the Company, pursuant to section 754 of the Code, to cause the basis of the Company's Property to be adjusted for federal income tax purposes in the manner prescribed in section 734 or section 743 of the Code, as the case may be. The cost of preparing such election, and any additional accounting expenses of the Company occasioned by such election, shall be borne by such transferees or distributees.
9.7 Other Allocation Rules.

(a) For purposes of determining the Profits, Losses, or any other item allocable to any period (including allocations to take into account any changes in any Member’s Sharing Ratio during a Fiscal Year and any transfer of any interest in the Company), Profits, Losses, and any such other item shall be determined on a daily, monthly, or other basis, as determined by the Members using any permissible method under section 706 of the Code and the Regulations thereunder.

(b) The Members are aware of the income tax consequences of the allocations made by this Article IX and hereby agree to be bound by the provisions of this Article IX in reporting their shares of Company income and loss for income tax purposes.

(c) Solely for purposes of determining a Member’s proportionate share of the excess nonrecourse liabilities of the Partnership within the meaning of section 1.752-3(a)(3) of the Regulations, the Members’ interests in Company Profits are in proportion to their Sharing Ratios.

(d) To the extent permitted by section 1.704-2(h)(3) of the Regulations, the Managing Member shall endeavor to treat distributions as having been made from the proceeds of a Nonrecourse Liability or a Partner Nonrecourse Debt only to the extent that such distributions would not cause or increase an Adjusted Capital Account Deficit for any Member.

(e) Except as otherwise provided in this Article IX, an allocation of Company Profits or Losses to a Member shall be treated as an allocation to such Member of the same share of each item of income, gain, loss and deduction taken into account in computing such Profits or Losses.

(f) For purposes of determining the character (as ordinary income or capital gain) of any Profits allocated to the Members pursuant to this Article IX, such portion of Profits that is treated as ordinary income attributable to the recapture of depreciation shall, to the extent possible, be allocated among the Members in the proportion which (i) the amount of depreciation previously allocated to each Member bears to (ii) the total of such depreciation allocated to all Members. This Section 9.7(f) shall not alter the amount of allocations among the Members pursuant to this Article IX, but merely the character of income so allocated.

(g) Except for arrangements expressly described in this Company Agreement, no Member shall enter into (or permit any Person related to the Member to enter into) any arrangement with respect to any liability of the Company that would result in such Member (or a person related to such Member under section 1.752-4(b) of the Regulations) bearing the economic risk of loss (within the meaning of section 1.752-2 of the Regulations) with respect to such liability unless such arrangement has been approved by all Members. To the extent a Member is permitted to guarantee the repayment of any Company indebtedness under this Company Agreement, each of the other Members shall be afforded the opportunity to
guarantee such Member’s pro rata share of such indebtedness, determined in accordance with the Members’ respective Sharing Ratios.

9.8 Distribution of Net Cash Flow.

(a) **Amounts and Timing.** Net Cash Flow shall be distributed to the Members at such times as the Members shall determine, in proportion to their respective shares of Profits allocated to each of them for such period (and prior periods) under Section 9.2, to the extent that such amounts have not been distributed previously under this Section 9.8. Such distributions shall be made to those persons recognized on the books of the Company as Members or as Assignees.

(b) **Amounts Withheld.** All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment, distribution, or allocation to the Company or the Members shall be treated as amounts distributed to the Members pursuant to this Section 9.8 for all purposes under this Company Agreement. The Managing Member is authorized to withhold from distributions, or with respect to allocations, to the Members and to pay over to any federal, state, or local government any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state, or local law, and shall allocate any such amounts to the Members with respect to which such amount was withheld.

(c) **Draws for Payment of Estimated Taxes.** The Company may pay to each Member a quarterly draw to provide for payment by the Members of any federal, state and local estimated taxes (based upon an assumed combined tax rate of with respect to Profits allocated to the Members pursuant to this Article IX. All draws hereunder shall be made to the Members pro rata based on their estimated respective shares of Profits allocated to each of them for such Fiscal Year under this Article IX. Any draw by any Member made pursuant to this Section 9.8(c) shall not result in any decrease in the Sharing Ratio of such Member.

ARTICLE X
TAXES

10.1 **Tax Matters Partner.** Rosenberg shall be the Tax Matters Partner of the Company pursuant to section 6231(a)(7) of the Code. Rosenberg shall not resign as the Tax Matters Partner unless, on the effective date of such resignation, the Company has designated another Member as Tax Matters Partner and such Member has given its or his consent in writing to its or his appointment as Tax Matters Partner. The Tax Matters Partner shall receive no additional compensation from the Company for its or his services in that capacity. In addition, the Tax Matters Partner shall serve in a similar capacity with respect to any similar tax related or other election provided by state or local laws.
ARTICLE XI
TRANSFER OF MEMBERSHIP INTEREST

11.1 Compliance with Securities Laws. No Membership Interest has been registered under the Securities Act or under any applicable state securities laws. A Member may not transfer (a transfer, for purposes of this Company Agreement, shall be deemed to include, but not be limited to, any sale, transfer, assignment, pledge, creation of a security interest or other disposition) all or any part of such Member’s Membership Interest, except upon compliance with the applicable federal and state securities laws. The Managing Member shall have no obligation to register any Member’s interest under the Securities Act or under any applicable state securities laws, or to make any exemption therefrom available to any Member.

11.2 Transfer of Economic Interest. The Economic Interest of any Member may not be transferred in whole or in part unless the following terms and conditions have been satisfied:

(a) The transferor shall have: (i) assumed all costs incurred by the Company in connection with the transfer; and (ii) furnished the Company with a written opinion of counsel satisfactory in form and substance to counsel for the Company, that such transfer complies with applicable federal and state securities laws and the Company Agreement and that such transfer, for federal income tax purposes, will not cause the termination of the Company under section 708(b) of the Code, cause the Company to be treated as an association taxable as a corporation for income tax purposes or otherwise adversely affect the Company or the Members:

(b) The transferee shall have assumed the obligations, if any, of the transferor to the Company, including the obligation to fulfill the pro rata portion of the transferor’s then existing or subsequently arising Commitment allocable to the transferred Economic Interest or portion thereof; and

(c) The Members shall have unanimously consented to the transfer.

Transfers of Economic Interests will be recognized by the Company as effective only upon the close of business on the last day of the calendar month following satisfaction of the above conditions. Any transfer in contravention of this Article XI and any transfer which if made would cause a termination of the Company for federal income tax purposes under section 708(b) of the Code shall be void ab initio and ineffectual and shall not bind the Company or the other Members.

11.3 Status of Transferee of Economic Interest. A transferee of an Economic Interest who is not admitted as a Substituted Member shall be entitled only to receive that share of Profits, Losses and Distributions, and the return of Capital Contribution and distributions upon a dissolution of the Company, to which the transferor would otherwise be entitled with respect to the interest transferred, and shall not have any Management Rights of a Member of the Company under the Act or this Company Agreement including, without limitation, the right to obtain any information on account of the Company’s transactions, to inspect the Company’s books or to vote with the Members on, or to grant or withhold consents or approvals to, any matter. The Company shall, however, if
a transferee and transferor jointly advise the Company in writing of a transfer of the Economic Interest, furnish the transferee with pertinent tax information at the end of each Fiscal Year.

11.4 Transfer of Management Rights; Admission of Substitute Member. A Member may transfer Management Rights and give the transferee the right to become a Member only after the following terms and conditions have been satisfied:

(a) The transferee shall also be the transferee of all or part of the transferor’s Economic Interest, or shall be the owner of an Economic Interest;

(b) The transferee shall have complied with the following conditions:

(i) Adopt and approve in writing all the terms and provisions of the Company Agreement then in effect; and

(ii) Pay such fees as may be reasonable to pay the costs of the Company in effecting such substitution; and

(c) Until the expiration of the Standstill Period, the Members shall have unanimously consented to the transfer.

11.5 Death, Dissolution, Bankruptcy or Incompetency of a Member. Upon the death, dissolution, adjudication of bankruptcy, insanity or adjudication of incompetency of a Member, such Member’s successors, executors, administrators or legal representatives shall have all the right’s of a Member (except as provided by the last sentence of this Section 11.5) for the purpose of settling or managing such Member’s estate, including such power as such Member possessed to substitute a successor as a transferee of such Member’s interest in the Company and to join with such transferee in making the application to substitute such transferee as a Member.

11.6 Dispositions Not in Compliance with this Article Void. Any attempted Disposition of a Membership Interest, or any part thereof, not in compliance with this Article shall be void ab initio and ineffectual and shall not bind the Company.

11.7 Right of First Offer.

(a) At any time following the Standstill Period, if any Member (the “Selling Member”) desires to sell all or part of the Selling Member’s Membership Interest, such Selling Member shall give notice (“Notice”) to the other Members (individually, an “Other Member” and, collectively, the “Other Members”) which notice shall include a specified price and terms upon which the Selling Member is willing to sell the Membership Interest to the Other Members (the “Offer”).

(b) Each Other Member shall have a non-assignable first option, for a period of thirty (30) days following the Notice (the “First Option Period”), to purchase, at the price and upon the terms and conditions set forth in the Offer, up to a pro rata amount of the Membership Interest specified in the Notice based upon the proportion of the Membership.
Interest owned by such Other Member to the total of the Membership Interests owned by all of the Other Members. In the event that a portion of the Membership Interest subject to the Offer remains unpurchased by the Other Members upon the expiration of the First Option Period, each Other Member, if any, who has fully exercised its or his option to purchase a portion of the Selling Member’s Membership Interest shall have an additional ten (10) days from the expiration of the First Option Period (the “Additional Option Period”) to exercise an option to purchase, at the price and upon the terms and conditions set forth in the Offer, up to a pro rata amount of the remaining unpurchased Membership Interest based upon the proportion of the Membership Interest owned by such Other Member to the total Membership Interests owned by all of the Other Members who have fully exercised their first options. The procedure described in the immediately preceding sentence shall be repeated until such time as all of the offered Membership Interest has been purchased or until the Additional Option Period has expired.

(c) If the Other Members exercise their options under this Section 11.7 so as to purchase all of the Membership Interest specified in the Notice, the closing for the payment of all purchases and sales of Membership Interests pursuant to such exercises shall take place at the principal office of the Company at 10:00 a.m. within ninety (90) days following such exercises, or on such other date or other time and place as the parties may agree.

(d) If the Other Members do not exercise their options under Section 11.7(b), or if the exercise of all of such options shall result in a portion of the Selling Member’s Membership Interest subject to the Offer remaining unpurchased by the Other Members, the exercise of such options shall be deemed null and void and the Selling Member shall be entitled, for a period of sixty (60) days following the expiration of all of the option periods described in Section 11.7(b), to sell no less than all of the portion of the Membership Interest subject to the Offer to any third party for a specified price no less than the Offer and upon terms no more favorable than the Offer and subject to all of the requirements and provisions of the foregoing Sections of this Article XI and the other provisions of this Agreement. If such sale does not take place within such sixty (60) day period, the Offer shall be deemed to have expired and be of no force and effect, and any subsequent offer shall be subject to the terms of this Section 11.7.

11.8 Transfer to Affiliate of a Member. Notwithstanding anything herein to the contrary, any Member who is not a natural person may transfer its Membership Interest to any Affiliate or direct or indirect subsidiary thereof that is controlled by or under common control with it, and any such transferee shall have the right to become a Substitute Member, subject to compliance with Section 11.1 and 11.4(b).

11.9 Permitted Assignment of a Member’s Interest. Notwithstanding anything herein to the contrary, any Member who is a natural person may transfer his Membership Interest, subject to compliance with Sections 11.1 and 11.4(b), by inter vivos gift or by testamentary transfer to any spouse, parent, sibling, child or grandchild (collectively “Permitted Relative”), or to a trust for the benefit of the transferring Member or any Permitted Relative (including without limitation, any charitable trust in which the Member and/or Permitted Relative has a beneficial income or remainder interest), or to a partnership, limited liability company, corporation, trust or other entity or
association which is directly or indirectly, through one or more intermediaries, controlled by, or under common control with the Member or a Permitted Relative.

ARTICLE XII
DISSOCIATION OF A MEMBER

12.1 Dissociation. A Person shall cease to be a Member upon the happening of any of the following events:

(a) A Member becoming a Bankrupt Person;

(b) In the case of a Member who is a natural person, the death of the Member or the entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage the Member’s personal estate;

(c) In the case of a Member that is a trust or who is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee);

(d) In the case of a Member that is a separate Organization other than a corporation, the dissolution and commencement of winding up of the separate Organization;

(e) In the case of a Member that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter; or

(f) In the case of a Member that is an estate, the distribution by the fiduciary of the estate’s entire interest in the Company.

12.2 Automatic Substitution. In the event any Member dissociates, other than a dissociation described in Section 12.1(a) hereof, prior to the expiration of the term of this Agreement, such Member’s Membership Interest shall be transferred to the successor in interest of such Member’s Membership Interest including without limitation any trustee, personal representative, heir, intestate distributee, shareholder, beneficiary or other Person in any similar capacity, as a Substitute Member, and such Substitute Member shall be automatically admitted as a Member of the Company.

12.3 Member Becoming a Bankrupt Person. In the event a Member dissociates as a result of its or his becoming a Bankrupt Person prior to the expiration of the term of this Agreement, the Member shall be entitled to an amount equal to the value of such Member’s Membership Interest in the Company, to be paid over a period not to exceed five (5) years, together with interest at the minimum rate necessary to avoid the imputation of interest under the Code. The value of such Member’s Membership Interest shall include the amount of any Distributions to which such Member is entitled under the Company Agreement and the fair market value of such Member’s Membership Interest as of the date of dissociation as determined by independent appraisal, reduced by any damages sustained by the Company as a result of such Member’s dissociation.
ARTICLE XIII
DISSOLUTION AND WINDING UP

13.1 **Dissolution.** The Company shall be dissolved without further action by the Members and its affairs wound up upon the first to occur of any of the following events (each of which shall constitute a Dissolution Event):

(a) The expiration of the term of the Company Agreement, unless the Company is continued with the consent of all of the Members; and

(b) The consent of the Members owning at least seventy-five percent (75%) of the Membership Interests.

13.2 **Effect of Dissolution.** Upon dissolution, the Company shall not be terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been issued by the Secretary of State of Delaware.

13.3 **Distribution of Assets on Dissolution.** Upon the winding up of the Company, the Members (or such other Person(s) designated by the Members representing at least a majority of the Members' Sharing Ratios) shall take full account of the assets and liabilities of the Company, shall liquidate, subject to the proviso in subsection (c) below, the assets (unless the Members determine that a distribution of any Company Property in-kind would be more advantageous to the Members than the sale thereof) as promptly as is consistent with obtaining the fair value thereof, and shall apply and distribute the proceeds therefrom in the following order:

(a) First, to the payment of the debts and liabilities of the Company to creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of such debts and liabilities, and to the payment of necessary expenses of liquidation;

(b) Second, to the setting up of any reserves which the Members may deem necessary or appropriate for any anticipated obligations or contingencies of the Company arising out of or in connection with the operation or business of the Company. Such reserves may be paid over by the Members to an escrow agent or trustee selected by the Members to be disbursed by such escrow agent or trustee in payment of any of the aforementioned obligations or contingencies and, if any balance remains at the expiration of such period as the Members shall deem advisable, shall be distributed by such escrow agent or trustee in the manner hereinafter provided; and

(c) Third, to the Members in accordance with positive Capital Account balances taking into account all Capital Account adjustments for the Company’s taxable year in which the liquidation occurs. Liquidation proceeds shall be paid within sixty (60) days of the end of the Company’s taxable year in which the liquidation occurs. Such distributions shall be in cash or Property or partly in both, as determined by the Members.
If at the time of liquidation the Members shall determine that an immediate sale of some or all Company Property would cause undue loss to the Members, the Members may, in order to avoid such loss, defer liquidation.

13.4 **Winding Up and Certificate of Dissolution.** The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining Property of the Company has been distributed to the Members. Upon the completion of the winding up of the Company, a certificate of dissolution shall be delivered to the Secretary of State of Delaware for filing. The certificate of dissolution shall set forth the information required by the Act.

ARTICLE XIV
MISCELLANEOUS

14.1 **Non-competition Covenant.**

(a) During the period which commences on the date of this Agreement and which ends two (2) years from the date of the termination of this Agreement, and within any jurisdiction in which the Company conducts business or otherwise deals with the Company’s customers:

   (i) None of the Members, except for Infinity, shall, directly or indirectly, in any capacity engage in the same business, or any business substantially similar to that, conducted by the Company at the time of termination of this Agreement; and

   (ii) None of the Members, except for Infinity, shall, directly or indirectly, in any capacity assist any company, corporation, organization, entity, person, partnership or individual to engage in the same business, or any business substantially similar to that, conducted by the Company, at the time of termination of this Agreement.

(b) Any waiver by the Company of any breach of any provision of this Section 14.1 by any Member shall not be construed to be a continuing waiver or consent to any subsequent breach by any Member.

14.2 **Disclosures.** The Members will not use and will hold inviolate and keep secret all proprietary and confidential knowledge or information as to the customer lists, processes, procedures and materials made known to or obtained by them, for the Company or any of its Members or employees, so learned by them relating to the business of the Company as then conducted. The Members’ agreement not to use and to hold inviolate and keep secret any proprietary interest or confidential information of the Company is a condition precedent to the disclosure of such information to the Members. The Members further agree not to impart or make known any of the same or anything relating to the same to any competitor or other Person, except with the authorization to do so in writing signed by all of the Members of the Company.
14.3 **Notices.** Notices to the Managing Member shall be sent to the principal office of the Company. Notices to the other Members shall be sent to their addresses set forth on Exhibit A. Any Member may require notices to be sent to a different address by giving notice to the other Members in accordance with this Section 14.3. Any notice or other communication required or permitted hereunder shall be in writing, and shall be deemed to have been given with receipt confirmed if and when delivered personally, given by prepaid telegram or mailed first class, postage prepaid, delivered by courier, or sent by facsimile, to such Members at such address.

14.4 **Meetings.** A meeting of the Members may be called by the Managing Member at any time, and shall be called at the written request of any Member. Written notice stating the place and time of the meeting, and the purpose thereof shall be given by the Managing Member to each Member at least ten (10) days before the meeting.

14.5 **Headings.** All Article and Section headings in the Company Agreement are for convenience of reference only and are not intended to qualify the meaning of any Article or section.

14.6 **Entire Agreement.** This Company Agreement constitutes the entire agreement between the parties and supersedes any prior agreement or understanding between them respecting the subject matter of this Company Agreement.

14.7 **Binding Agreement.** The Company Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their successors, heirs, legatees, devisees, assigns, legal representatives, executors and administrators, except as otherwise provided herein.

14.8 **Saving Clause.** If any provision of this Company Agreement, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. If the operation of any provision of this Company Agreement would contravene the provisions of the Act, such provision shall be void and ineffectual.

14.9 **Counterparts.** The Company Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all the parties hereto, even though all parties are not signatory to the original or the same counterpart. Any counterpart of either the Company Agreement or the Certificate shall for all purposes be deemed a fully executed instrument.

14.10 **Governing Law.** The Company Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

14.11 **No Partnership Intended for Nontax Purposes.** The Members have formed the Company under the Act, and expressly do not intend hereby to form a partnership under either the Delaware Uniform Partnership Act or the Delaware Uniform Limited Partnership Act. The Members do not intend to be partners one to another, or partners as to any third party. To the extent any Member, by word or action, represents to another person that any Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Members who incur personal liability by reason of such wrongful representation.
14.12 No Rights of Creditors and Third Parties under Company Agreement. The Company Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, its Members, and their permitted successors and assignees. The Company Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or any third party shall have any rights under the Company Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

14.13 General Interpretive Principles. For purposes of this Company Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) The terms defined in this Company Agreement include the plural as well as the singular, and the use of any gender herein shall be deemed to include the other gender.

(b) Accounting terms not otherwise defined herein have the meanings given to them in the United States in accordance with generally accepted accounting principles.

(c) References herein to “Sections,” “paragraphs” and other subdivisions without reference to a document are to designated Sections, paragraphs and other subdivisions of this Company Agreement.

(d) A reference to a paragraph without further reference to a Section is a reference to such paragraph as contained in the same Section in which the reference appears, and this rule shall also apply to other subdivisions.

(e) The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Company Agreement as a whole and not to any particular provision; and

(f) The term “include” or “including” shall mean without limitation by reason of enumeration.

14.14 Dispute Resolution. Whenever the Members shall have any dispute among themselves relating to the interpretation, construction or implementation of this Company Operating Agreement or shall be deadlocked or shall otherwise be in dispute with respect to any decision described in Section 6.1(a) through (m) inclusive or Section 7.6, the relations among the Members or between the Members and the Company or any other matter related thereto, the Members shall resolve such dispute as follows:

(a) First, each Member involved in such dispute shall use its or his good faith efforts to negotiate a resolution thereof by engaging in discussions with the other Members so involved at reasonable times and places, by telephone or otherwise, during the thirty (30) day period following notice by a Member to each of the other Members of its or his belief that there is a dispute which requires resolution in such manner;

(b) Second, if the Members are unable to resolve such dispute through good faith negotiations during the thirty (30) day period provided in Section 14.14(a), the Members
shall submit such dispute to an arbitration procedure that shall be selected by the Members involved in such dispute; and

(c) Third, if the Members are unable to resolve such dispute through the arbitration procedure selected by them, any Member involved in such dispute may bring an action or proceeding in any court having jurisdiction thereof; provided that (i) a Member may object to the venue of such action or proceeding or that such court does not have jurisdiction over such Member and (ii) each Member waives its or his right to trial by jury and its or his right to consequential, special and/or punitive damages.
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the Effective Date.

THE COMPANY:

ConnecTel LLC

By: [Signature]
Name: Allen D. Kaplan
Title: Managing Member

THE MANAGING MEMBER:

Connect One, Inc.

By: [Signature]
Name: Allen D. Kaplan
Title: President

MEMBERS:

Name: Stephen Rosenberg

Infinity IP Investors LLC

By: [Signature]
Name: Neil Auerbach
Title: Managing Member
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the Effective Date.

THE COMPANY:

ConncTel LLC

By: ________________________
   Name: ________________________
   Title: ________________________

THE MANAGING MEMBER:

Connect One, Inc.

By: ________________________
   Name: ________________________
   Title: ________________________

MEMBERS:

[Signature]
Name: Stephen Rosenberg

Infinity IP Investors LLC

By: ________________________
   Name: ________________________
   Title: ________________________