

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
InPhonic, Inc.	12/21/2007
RECEIVING PARTY DATA	
Name:	Simplexity, LLC c/o Versa Capital Management, Inc.
Street Address:	2929 Arch Street
Internal Address:	Cira Centre
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19104
PROPERTY NUMBERS Total: 15	
Property Type	Number
Patent Number:	7162221
Patent Number:	7076447
Patent Number:	7013127
Patent Number:	6618763
Application Number:	11156977
Application Number:	11270965
Application Number:	10975721
Application Number:	10606672
Application Number:	10455692
Application Number:	10420074
Application Number:	10389899
Application Number:	09922348
Application Number:	09860401
Application Number:	09425739

500426683

PATENT
REEL: 020279 FRAME: 0872

CH \$600.00 7162221

Application Number:	09390026
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CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:

42088-11

NAME OF SUBMITTER:

Chuan Sun

Total Attachments: 6

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made and entered into as of this ~~21st~~ day of December 2007 ("Effective Date"), by and between InPhonic, Inc., a Delaware corporation ("Assignor") and Simplexity, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used herein but not defined shall have the meanings set forth in the Agreement (defined below).

WHEREAS, Assignor and Assignee's parent company, Adeptio INPC Funding, LLC ("Adeptio"), are parties to that certain Asset Purchase Agreement, dated as of November 8, 2007, by and among Assignor, Adeptio and certain direct and indirect Subsidiaries of Assignor (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the Patents owned by Assignor, including, without limitation, the United States patents set forth on Schedule A attached hereto, and all foreign counterparts thereto, and the United States patent applications set forth on Schedule B attached hereto, and all foreign counterparts thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Patents for the United States and all foreign countries, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims that may be obtained therefrom, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

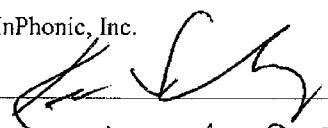
Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as assignee and owner of the Patents.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation with respect to (1) the preparation and prosecution of

any applications relating to the rights assigned herein; (2) the prosecution or defense of any interference, opposition, reexamination, reissue, infringement, or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Patents or this Assignment; (3) obtaining any additional patent protection relating to the rights assigned herein that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) the implementation or perfection of this Agreement in all applicable jurisdictions throughout the world.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

InPhonic, Inc.


Name: Kenneth D. Schwarz

Title: Chief Financial Officer

Simplexity, LLC

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

InPhonic, Inc.

Name: _____

Title: _____

Simplexity, LLC

David S. Lorry

Name: David S. Lorry

Title: Authorized Person

SCHEDULE A

U.S. PATENTS

Country	Title	Application. No./ Filing Date	Patent No./ Issue Date
USA	Systems, methods, and computer program products for registering wireless device users in direct marketing campaigns	10/017,355 12/14/2001	7,162,221 1/9/2007
USA	Systems and methods for aggregating buyers for the purchase of telecommunications services via a network	09/390,025 9/3/1999	7,076,447 7/11/2006
USA	Systems and methods for employing " pay-as-you-go " telecommunications services	10/337,301 1/7/2003	7,013,127 3/14/2006
USA	Virtual private wireless network	09/777,046 2/5/2001	6,618,763 9/9/2003

SCHEDULE B**U.S. PATENT APPLICATIONS**

Country	Title	Application. No. Filing Date
USA	System and method for identifying an alternative provider of telecommunications services	11/156,977 6/20/2005
USA	System and methods for monitoring " pay-as-you-go " telecommunications services	11/270,965 11/11/2005
USA	System and method for rating alternative solutions	10/975,721 10/28/2004
USA	Unpublished	10/606,672 6/26/2003
USA	Transaction execution system interface and enterprise system architecture thereof	10/455,692 6/6/2003
USA	Method and system for short message service (sms) transactions for wireless devices	10/420,074 4/22/2003
USA	Certification and activation of used phones on a wireless carrier	10/389,899 3/18/2003
USA	Systems, methods and computer program products for integrating advertising within web content	09/922,348 8/3/2001
USA	Systems, methods and computer program products for facilitating display of content within application programs executing on electronic devices	09/860,401 5/18/2001
USA	Unpublished	09/425,739 10/22/1999
USA	Unpublished	09/390,026 9/3/1999