

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Partial assignment of interest of infringement
CONVEYING PARTY DATA	
Name	Execution Date
Calypso Wireless, Inc.	12/06/2011
RECEIVING PARTY DATA	
Name:	Drago Daic
Street Address:	12777 Jones Road
Internal Address:	Suite 210
City:	Houston
State/Country:	TEXAS
Postal Code:	77070
Name:	Jimmy Williamson, P.C.
Street Address:	4310 Yoakum Boulevard
City:	Houston
State/Country:	TEXAS
Postal Code:	77006
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6680923
CORRESPONDENCE DATA	
Fax Number:	(713)650-6458
Phone:	8323697852
Email:	mboulware@boulwarevaloir.com, tmarshall@boulwarevaloir.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Margaret A. Boulware
Address Line 1:	Three Riverway
Address Line 2:	Suite 950
Address Line 4:	Houston, TEXAS 77056

OP \$40.00 6680923

PATENT

ATTORNEY DOCKET NUMBER:	DJW-INFRING.
NAME OF SUBMITTER:	Margaret A. Boulware
<p>Total Attachments: 9</p> <p>source=Settlement_Agreement_filing_notice_28_interest_T_Mobile_lawsuit#page1.tif</p> <p>source=Settlement_Agreement_filing_notice_28_interest_T_Mobile_lawsuit#page2.tif</p> <p>source=Settlement_Agreement_filing_notice_28_interest_T_Mobile_lawsuit#page3.tif</p> <p>source=Settlement_Agreement_filing_notice_28_interest_T_Mobile_lawsuit#page4.tif</p> <p>source=Settlement_Agreement_filing_notice_28_interest_T_Mobile_lawsuit#page5.tif</p> <p>source=Settlement_Agreement_filing_notice_28_interest_T_Mobile_lawsuit#page6.tif</p> <p>source=Settlement_Agreement_filing_notice_28_interest_T_Mobile_lawsuit#page7.tif</p> <p>source=Settlement_Agreement_filing_notice_28_interest_T_Mobile_lawsuit#page8.tif</p> <p>source=Settlement_Agreement_filing_notice_28_interest_T_Mobile_lawsuit#page9.tif</p>	

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") is made as of November, 2011, by and between Calypso Wireless, Inc., a Delaware corporation ("Calypso Wireless"), and Drago Daic, an individual residing in Houston, Texas ("Daic"), and Jimmy Williamson, P.C., a Texas professional corporation ("Williamson P.C."), each being a "Party" and, collectively, the "Parties" to this Agreement.

Redacted

WHEREAS, Calypso Wireless is or has been involved in developing and/or patenting technology generally relating to communication systems and methods, hereinafter referred to as "Calypso Technology," including, but not limited to, mobile convergence systems and methods

for allowing or establishing communication between wireless communication devices, such as a cellular phone or pager, and an over-the-air network, such as a telecom provider's cellular network, or a computerized network, such as an Internet "WiFi hotspot", and further including, without limitation, the systems and methods disclosed or described in US Patent No. 6,680,923 entitled "Communication System and Method;"

Redacted

Redacted

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and to effectuate the terms of the settlement offer dated August 15, 2011, Calypso Wireless, Daic and Williamson P.C. agree as follows:

1. In the event of any recovery by Calypso Wireless, its successors or assigns, in the T-Mobile Lawsuit or from T-Mobile USA, Inc. or any parent, subsidiary, associated or affiliated company of T-Mobile USA, Inc. ("T-Mobile"), Daic and Williamson P.C. will be paid Twenty Eight Percent (28%) of the "gross recovery" (the "Daic Gross Recovery Payments"). "Gross Recovery" means and includes the full amount or value of any thing of value received by Calypso Wireless, its successors or assigns, including, without limitation, royalties, licensing fees, cash, future payments and contract revenues, less (a) the sum of One Hundred and Fifty

Thousand and No/100 (\$150,000.00), and (b) the amount of Calypso Wireless' reasonable and necessary attorney fees and litigation expenses incurred by Calypso Wireless, from on or after August 1, 2011, in pursuing a recovery in any form from T-Mobile. For purposes of this paragraph the phrase "attorney fees and expenses" shall not be construed to mean or apply to any payment made to or claimed by any officer, director or employee of Calypso Wireless, and shall be limited to the reasonable and necessary amounts charged or incurred by attorneys or law firms listed as attorneys of record for Calypso Wireless in the T-Mobile Lawsuit. Calypso expressly agrees that if the payment or recovery from T-Mobile is in the form of a cash payment (i.e., cash, royalties, licensing fees, future payments, contract revenues, etc.), the Daic Gross Recovery Payment will be paid by Calypso to Daic and Williamson P.C. contemporaneously with Calypso's receipt of such cash payment. If there is a disagreement between Calypso and Daic & Williamson P.C. regarding the amount of attorney fees and expenses to be credited against/to Daic and Williamson P.C.'s interest, all undisputed amounts shall be paid contemporaneously and any disputed amounts shall be placed in escrow. Calypso further expressly agrees that if the payment or recovery from T-Mobile is in a form other than a cash payment (i.e., stock, other property, etc.), Calypso and Daic agree to cooperate in executing the necessary documents to give effect to and carry out the parties' intent that Daic is to receive the Daic Gross Recovery Payments. Calypso Wireless hereby conveys and assigns to Daic an assigned interest in any and all claims asserted in the T-Mobil Lawsuit, to the extent of the percentage of any gross recovery to be paid to Daic pursuant to the terms of this Agreement, as security for the payments to which Daic is entitled under this Agreement. Daic is authorized herein to give notice and record his interest with the Patent & Trademark Office and to give T-Mobile and/or Calypso's counsel in the T-Mobile lawsuit written notice of his 28% interest and of any or all of the provisions of this

paragraph and said notice will be deemed to be an exception to the confidentiality provisions herein. Further, it is agreed that Daic shall have the right to take over the management and prosecution of the T-Mobile Lawsuit if at any time Calypso does not have an attorney of record in the T-Mobile Lawsuit and Daic shall have the right to monitor and /or audit the T-Mobile Lawsuit, including attorney files, at his expense, subject to a duty to maintain confidentiality.

2. In the event of any dispute regarding the terms of this agreement, including but not limited to, attorney fees or expenses to be deducted from any gross recovery pursuant to paragraph 1 above, the disputed amount, and only the disputed amount, shall be paid into and held in a mutually agreeable escrow account pending resolution of the dispute. Any such dispute shall be subject to Texas Law and resolved by binding, non-appealable arbitration in Houston, Harris County, Texas, with Alice Oliver-Parrott serving as the sole arbitrator. The Parties agree that if Alice Oliver-Parrott is not available or unable or unwilling to serve as the sole arbitrator, the parties will select a mutually agreeable alternate. The Parties agree that arbitration will be pursuant to the American Arbitration Association rules and will be limited to the express issues in dispute, and that discovery will be limited to the express issues in dispute and that neither party will seek attorneys fees or expenses from the other party in connection with such an arbitration proceeding.

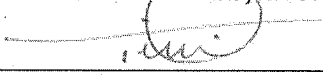
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IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the
subscribed dates.

CALYPSO WIRELESS:

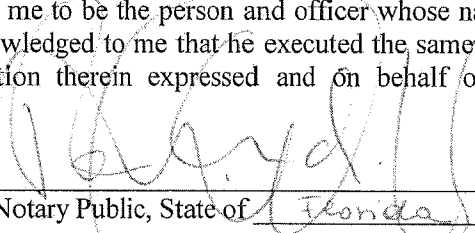
CALYPSO WIRELESS, INC.

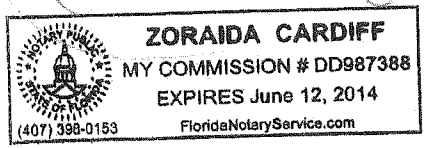
By: 
Name: CRISTIAN TURINI
Title: PRESIDENT

Date: November 30, 2011

Acknowledgment

BEFORE ME, the undersigned authority, on this 30 day of November, 2011, personally appeared Cristian Turini, the President of Calypso Wireless, Inc., a Delaware corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed and on behalf of said corporation.


Notary Public, State of Florida



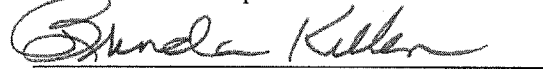
DAIC:

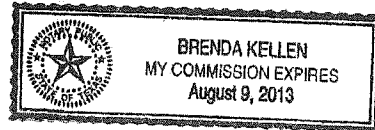

Drago Daic

Date: ~~November~~ 6, 2011
December 6

Acknowledgment

BEFORE ME, the undersigned authority, on this 6th day of ~~November~~ *December*, 2011, personally appeared Drago Daic, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, acknowledged that he executed the same of his own free will for the purposes and consideration therein expressed.


Notary Public, State of Texas



JIMMY WILLIAMSON, P.C.

JIMMY WILLIAMSON, P.C.,
a Texas professional corporation

By: Cyndi M Rusnak
Cyndi Rusnak, Authorized Representative and Partner

Acknowledgment

BEFORE ME, the undersigned authority, on this 6th day of December, 2011, personally appeared Cyndi Rusnak, Authorized Representative and Partner of Jimmy Williamson, P.C. d/b/a Williamson & Rusnak, a Texas professional corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same of her own free will for the purposes and consideration therein expressed and on behalf of said corporation.

Brenda Kellen
Notary Public, State of Texas

