

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>DIGIFONICA (INTERNATIONAL) LIMITED</td> <td>03/13/2013</td> </tr> <tr> <td>VOIP-PAL.COM, INC.</td> <td>03/13/2013</td> </tr> </tbody> </table>		Name	Execution Date	DIGIFONICA (INTERNATIONAL) LIMITED	03/13/2013	VOIP-PAL.COM, INC.	03/13/2013						
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<table border="1"> <tr> <td>Name:</td> <td>LAWFUL INTERCEPT, LLC</td> </tr> <tr> <td>Street Address:</td> <td>411 Hackensack Avenue</td> </tr> <tr> <td>City:</td> <td>Hackensack</td> </tr> <tr> <td>State/Country:</td> <td>NEW JERSEY</td> </tr> <tr> <td>Postal Code:</td> <td>07601</td> </tr> </table>		Name:	LAWFUL INTERCEPT, LLC	Street Address:	411 Hackensack Avenue	City:	Hackensack	State/Country:	NEW JERSEY	Postal Code:	07601		
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CORRESPONDENCE DATA													
Fax Number: 6099243036 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 6099248555 Email: cnseaton@pbnlaw.com Correspondent Name: PORZIO, BROMBERG & NEWMAN, P.C. Address Line 1: 29 Thanet Road, Suite 201 Address Line 4: Princeton, NEW JERSEY 08540													
ATTORNEY DOCKET NUMBER:	6022-101 US (88360)												

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PATENT
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CH \$200.00 12517026

NAME OF SUBMITTER:

Diane Dunn McKay

Total Attachments: 11

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ASSIGNMENT AGREEMENT

THIS AGREEMENT is made effective as of MARCH 13, 2013 (the "Effective Date") by and between DIGIFONICA (INTERNATIONAL) LIMITED ("Company"), and Company's parent company, VOIP-PAL.COM, INC. ("Parent" and, collectively with the Company, the "Assignors"), FIVE NINE GLOBAL PARTNERS, LLC ("Secured Party"), and Secured Party's designee, LAWFUL INTERCEPT, LLC ("HOLDCO").

WHEREAS, events of default have occurred under that certain Security Agreement by and between Parent, Company and the Secured Party dated February 15, 2013, pursuant to which the Company and Parent granted the Secured Party a continuing first priority security interest in, to and under substantially all of Parent's and Company's assets, including the Company's intellectual properties described in Exhibit A hereto (the "Assets");

WHEREAS, on March 8, 2013, the Secured Party notified the Company and Parent ("Default Notice") of certain events of default under the Security Agreement and agreements executed in connection therewith (collectively, the "Transaction Documents"), including, without limitation, for the failure by the Parent to make payment as and when due and for making fraudulent representations and warranties in connection with various Transaction Documents;

WHEREAS, Parent and Company wish to facilitate the completion by the Secured Party of a secured party sale in connection with the aforementioned events of default; and,

WHEREAS, the parties desire to quiet title to all of the Assets, wherein to the extent that (by operation of law or otherwise) Assignors own any right, title or interest to any Assets, Assignors agree to convey, release and assign such right, title or interest to HOLDCO.

NOW, THEREFORE, based upon the foregoing and other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Assignment and Release

1.1 Assigned Property. In the event that HOLDCO receives Net Cash Proceeds, HOLDCO shall pay ONE HUNDRED PERCENT (100%) of the first Net Cash Proceeds received by HOLDCO to Secured Party until such time as the Secured Party has received Net Cash Proceeds in an amount equal to the total amount due to Secured Party under the Transaction Documents (the "Purchase Price"). As used herein, the term "Net Cash Proceeds" shall mean HOLDCO's gross cash proceeds received in connection with the licensing and/or sale of any of the Assets, less any and all costs and expenses incurred in connection with any such licensing and/or sales. In exchange for the Purchase Price and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to the extent that (by operation of law or otherwise) Assignors own (whether now known or hereinafter discovered) any right, title or interest in, to or under any of the Assets, Assignors hereby convey, release and otherwise assign to HOLDCO its entire right (including shop rights), title and interest in, to and under any of the Assets, including, without limitation, all Know-How and Developments (collectively, the "Assigned Property"), the same to be held and enjoyed by HOLDCO for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and legal representatives, to the end of the terms for which any patents or patent applications within the Assigned Property have been or will be granted, as fully and entirely as the same would have been held and enjoyed by Assignors as if this assignment and sale had not been made; together with all claims by Assignors for damages by reason of past infringement of any patents within the Assigned Property with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns or legal representatives.

1.1.1 Know-How. As used in this Agreement, the term "Know-How" means all technologies, improvements, inventions, concepts, systems, techniques, processes, discoveries, and ideas previously made, created, conceived and/or reduced to practice by Assignors (whether solely or jointly with one or more parties) in any way involving the patents and patent applications itemized in Section 1 of Exhibit A hereto (the "Patent Rights").

1.1.2 Developments. As used in this Agreement, the term "Developments" means, whether patentable or not, all technologies, improvements, inventions, concepts, systems, techniques, processes, discoveries, and ideas hereafter made, created, conceived and/or reduced to practice by any Assignors (whether solely or jointly with one or more Assignors(s) or other parties) in any way involving the Patent Rights.

1.1.3 Cooperation. Assignors covenant and agree to provide their respective best efforts to undertake and perform all acts and execute all documents necessary or desirable to properly vest full right, title and interest in, to and under the Assigned Property throughout the world in the name of HOLDCO (and/or any of its successors or assigns), including but not limited to executing the confirmatory assignments attached hereto as Exhibit B, and such other confirmatory instruments as may be necessary in the future, and to cooperate with HOLDCO (and/or any

of its successors or assigns) in the execution, filing, and prosecution of any patent applications included within the Assigned Property.

1.2 Release. Assignors, each on its own behalf and on behalf of each of its employees, agents, representatives, officers, directors, shareholders, members, parent companies, affiliated companies, related companies, subsidiaries, divisions, partners, predecessors, heirs, successors, assigns, executors and administrators (collectively, the "Releasers"), hereby release and forever discharge Secured Party and HOLDCO and each of its present and former employees, agents, representatives, officers, directors, shareholders, parent companies, affiliated companies, related companies, subsidiaries, divisions, partners, predecessors, heirs, successors, assigns, executors and administrators, and all persons and entities in active concert with them (collectively, the "Releasees"), of and from any and all amounts, demands, obligations, actions, claims (for indemnification or otherwise), causes of action, rights, debts, liabilities, damages, costs, losses, expenses and compensation of any kind, liquidated or unliquidated, anticipated or unanticipated, known or unknown, matured or unmatured, now or hereinafter arising under or in any way relating to the Assets ("Claims").

2. Representations and Warranties

2.1 HOLDCO. HOLDCO hereby represents and warrants that: (a) this Agreement is a legal and valid obligation binding upon HOLDCO and enforceable in accordance with its terms; (b) the execution, delivery and performance of the Agreement by HOLDCO does not conflict with any agreement, instrument or understanding, oral or written, to which HOLDCO is a party or by which HOLDCO is bound; (c) the Agreement does not violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over HOLDCO; and (d) HOLDCO is expressly authorized to enter into this Agreement.

3. Covenants

3.1 Confidentiality. Assignors each hereby acknowledges the prior receipt of certain written and non-written information regarding the Assets which HOLDCO considers confidential and proprietary ("Confidential Information"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors hereby agrees that, until the later to occur of (i) SEVEN (7) years from the Effective Date or (ii) the expiration of the last to expire patent or hereinafter-granted patent application included in the Assets, Assignors shall keep secret and retain in their respective strictest confidence, and shall not, without the prior written consent of HOLDCO (or its successor or assign as may be applicable) obtained in each instance, furnish, make available or disclose to any third party, or use for the benefit of himself or any third party, any Confidential Information. For avoidance of doubt, "Confidential Information" shall include, without limitation, any information in any way relating to any and all Assigned Property which is not generally known to the public, including, but not limited to, Patent Rights; Developments; Know-How; reports or results of testing or sampling; analytical or other data; designs, drawings, notes, manuals, specifications, software, records, spreadsheets, presentations, marketing materials, electronic files of any kind, pictures, documents, and correspondence; computer or other hardware or equipment; testing or other apparatuses; the identity and all work product of all employees, contractors and sub-contractors in any way relating to the Assigned Property, and the existence and terms of any agreement with any such parties which includes confidentiality protections; product or business plans; financial models, information and/or statements; customer and potential customer identities; lists of any and all parties to whom the Assigned Property was disclosed and/or marketed, and copies of any correspondence and/or materials provided to such parties; proposed and executed letters of intent and licenses relating to the Assigned Property; names and qualifications of HOLDCO employees or suppliers; pricing methodologies and profit margins, including information regarding competitive bids, business or acquisition strategies, internal company and product methodologies and analyses, inventions, copyrightable work or other proprietary information used or developed in connection with the Assets, and the existence and terms of this Agreement.

3.1.1 Non-Use. Assignors shall not use any Confidential Information for any purpose.

3.1.2 Exclusions. Confidential Information does not include information which (i) becomes generally available to the public other than as a result of disclosure by Assignors in breach of this Agreement; (ii) was available to the Assignors on a non-confidential basis as shown in written records; (iii) becomes available to the Assignors on a non-confidential basis from a source other than the Assignors, provided that such source is not bound by a confidentiality agreement with HOLDCO (or any of its successors or assigns) or is otherwise prohibited from transferring the information to the Assignors by a contractual, legal or fiduciary obligation; or (iv) is independently developed by the Assignors without any use of or benefit from the Confidential Information and such independent development can be documented by written records

3.1.3 Duties Upon Expiration or Termination. Upon the written request by HOLDCO (or any of its successors or assigns), Assignors hereby agrees that he or it shall return all of the Confidential Information and shall otherwise make no further use of Confidential Information.

3.1.4 Compelled Disclosure. Assignors may disclose Confidential Information to the extent required to comply with, a court or administrative subpoena or order which appears to be lawful on its face, provided that Assignors first uses its best efforts to obtain a judicial order preserving the confidentiality of any such Confidential Information and provided that Assignors gives HOLDCO (and any of its successors or assigns) timely notice of the contemplated disclosure to give HOLDCO (and any of its successors or assigns) an opportunity to intervene to preserve the confidentiality of such Confidential Information.

3.1.5 Public Disclosure. Except with respect to any submissions to the U.S. Patent and Trademark Office and/or any foreign patent office ("PTO") deemed necessary in the sole discretion of HOLDCO (or, as may be applicable, its successor or assign), no party hereto shall issue any press release or make any public disclosure regarding the existence or terms of this Agreement without the written consent of the other party. For avoidance of doubt, Assignors shall not make or submit any filing to the PTO in any way involving the Assigned Property without the prior written consent or request of HOLDCO (or, as may be applicable, its successor or assign).

3.2 Non-Circumvention. Assignors hereby agrees that, for a period of SEVEN (7) years following the Effective Date hereof, Assignors shall not, either individually or in partnership or in conjunction with any person or persons, firm, association, syndicate, company, corporation or other entity or enterprise, as a principal, agent, officer, director, shareholder, member, employee, consultant, employee or in any manner whatsoever, carry on or be engaged in or connected with or interested in, advise, or permit HOLDCO's (or any of its successors' and/or assigns') name (or names) or any part thereof to be utilized, or be employed by any person or persons, firm, association, syndicate, company, corporation or other entity or enterprise engaged in or connected with or interested in a business or venture which competes, in whole or in part, with the business of HOLDCO (and any of its successors or assigns) relating in any way to the Patent Rights, Know-How, Developments, Confidential Information (the "Business"). Assignors acknowledges that HOLDCO intends to conduct Reformer Business worldwide and therefore requires the breadth of the foregoing restriction. If the scope of the foregoing restriction is too broad to permit enforcement thereof to its fullest extent, then such restriction shall be enforced to the maximum extent permitted by law, and Assignors hereby consents and agrees that such scope may be judicially modified accordingly in any proceeding brought to enforce such restriction.

3.3 Non-Solicitation. During the term hereof and for a period of SEVEN (7) years following the Effective Date hereof, Assignors, each on its own behalf, hereby agree that it shall not, without the prior written consent of HOLDCO, which consent shall not be unreasonably withheld, obtained in each instance, solicit business, accept business from, or deal with any client, customer, supplier, vendor, manufacturer, fulfillment company, distributor or other business account (or prospective account in development) of HOLDCO (or any of its successors or assigns) in any way relating to the Business, nor shall Assignors solicit for employment any person who was or is an employee or agent of HOLDCO, any of its successors or assigns, and/or any of its or their affiliated or related entities. If the scope of the foregoing restriction is too broad to permit enforcement thereof to its fullest extent, then, such restriction shall be enforced to the maximum extent permitted by law, and Assignors hereby consents and agrees that such scope may be judicially modified accordingly in any proceeding brought to enforce such restriction.

4. Miscellaneous

4.1 Modifications to Agreement. This Agreement may be only be modified or amended in writing that specifically refers to this Agreement and which is signed by an authorized representative of each party. For avoidance of doubt, no attempted modification or amendment hereof shall be effective absent the written consent of all parties hereto.

4.2 Law Governing the Agreement; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey without regard to the principles of conflict of laws. The parties further agree that any action between them shall be heard in Bergen County, New Jersey, and expressly consent to the jurisdiction and venue of the Superior Court of New Jersey, sitting in Bergen County and the United States District Court for the District of New Jersey sitting in Newark, New Jersey for the adjudication of any civil action asserted pursuant to this Paragraph, provided, however, that nothing herein shall prevent the Secured Party from enforcing its rights and remedies (including, without limitation, by filing a civil action) with respect to the Assets and/or the Company and Parent in any other jurisdiction in which the Assets and/or the Company and Parent may be located.

4.3 Specific Performance. The parties hereto recognize that any breach of the terms this Agreement may give rise to irreparable harm for which money damages would not be an adequate remedy, and accordingly agree that any non-breaching party shall be entitled to enforce the terms of this Agreement by a decree of specific performance

without the necessity of proving the inadequacy as a remedy of money damages. If specific performance is elected as a remedy hereunder, such remedy shall be in addition to any other remedies available at law or equity

4.4 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been part of this Agreement.

4.5 Waiver. All waivers of any rights or breach hereunder must be in writing to be effective, and no failure to enforce any right or provision shall be deemed to be a waiver of the same or other right or provision on that or any other occasion.

4.6 Further Assurances. The parties agree to execute, acknowledge and deliver all such further instruments, and to do all such other acts as may be necessary or appropriate in order to carry out the intent and purposes of this Agreement.

4.7 Assignment. This Agreement may not be assigned or transferred in whole or in part (whether by asset purchase, change of control, merger, acquisition, change of control, or the like) by Assignors and any attempt to do so shall be, and hereby is void. This Agreement shall be assignable by HOLDCO at-will upon provision of written notice to Assignors.

4.8 Succession. This Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

4.9 Entire Agreement. This Agreement constitutes the entire agreement of the parties, and supersedes any prior or contemporaneous agreements between the parties, with respect to the subject of this Agreement. The parties hereto will be bound only by a writing that memorializes this Agreement and which is signed by an authorized representative of each party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
- SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement effective as of the Effective Date.

COMPANY:
DIGIPONICA (INTERNATIONAL) LIMITED

By: 

Alan Thomas
Chief Executive Officer

PARENT:
VOIP-PAL.COM, INC.
By: FIVE NINE GLOBAL PARTNERS, LLC
Its: ATTORNEY-IN-FACT

By: 

Ryan Reese
Manager

SECURED PARTY:
FIVE NINE GLOBAL PARTNERS, LLC

By: 

Ryan Reese
Manager

HOLDCO:
LAWFUL INTERCEPT, LLC

By: 

Mary Carroll
Manager

EXHIBIT A TO ASSIGNMENT
THE ASSETS

1. U.S. Patent Applications numbered 12/517,026, 12/513,147, 12/532,989, 13/056,277, and 13/496,864, and any patent applications or any patents (including any continuation, continued prosecution, continuation-in-part, division, reissue, extension, reexamination, or substitution thereof) that may be issued therefrom or contain a claim of priority thereto, throughout the world, including any non-United States issued patents and patent applications; and, all of the improvements, developments, inventions, concepts, techniques, processes, discoveries and ideas made, created, conceived and/or reduced to practice);
2. Any and all documents, agreements and information, both in physical and electronic form, and all rights to all such documents, agreements and information, relating in any way to the Assets, including, without limitation, (a) all testing and results of testing with the Patent Rights, Know-How and Developments (collectively, the "Intellectual Properties"), (b) all rights to confidential information provided to any party involved in any way with the Intellectual Properties, (c) lists of any and all parties to whom the Patent Rights was disclosed and/or marketed, and copies of any correspondence and/or materials provided to such parties, (d) proposed and executed letters of intent and licenses relating to the Intellectual Properties, (e) all work product of all employees, contractors and sub-contractors of the Company and Parent (including, without limitation, all hardware, software, notes, designs, test results, continuation inventions, draft and final patent applications, and the like), (f) all employment, consulting and/or other agreements relating in any way to work provided in connection with any Intellectual Properties, and (f) all know-how relating to the Intellectual Properties, including, without limitation, all improvements, developments, inventions, concepts, techniques, processes, discoveries and ideas made, created, conceived and/or reduced to practice by any party.
3. For avoidance of doubt, all assets relating to the Intellectual Properties wherever located and whether now or hereinafter existing and whether now owned or hereafter acquired, of every kind and description, tangible or intangible, including without limitation, all contracts, contract rights, equipment, receivables, accounts, chattel paper, electronic chattel paper, goods, instruments, inventory, records, software, general intangibles, intellectual property rights, licenses, patents, patent licenses, trademarks, and copyrights, and all books and records and information (including all ledger sheets, files, computer programs, tapes and related data processing software) evidencing an interest in or relating to any of the foregoing, and all rights of access to such books and records, and information, and all property in which such books and records, and information are stored, recorded and maintained.

EXHIBIT B

ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to the extent that (by operation of law or otherwise) DIGIPONICA (INTERNATIONAL) LIMITED ("Assignor"), owns (whether now known or hereinafter discovered) any right, title or interest in, to or under any of the assets itemized in Exhibit A (the "Assets"), Assignor hereby conveys, releases and otherwise assigns to LAWFUL INTERCEPT, LLC, a limited liability company formed pursuant to the laws of the State of Delaware with an address of 411 Hackensack Avenue, Hackensack, New Jersey 07601 ("Assignee"), its entire right (including shop rights), title and interest in, to and under any of the Assets (the "Assigned Property"), the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and legal representatives, to the end of the terms for which any patents or patent applications within the Assigned Property have been or will be granted, as fully and entirely as the same would have been held and enjoyed by Assignor as if this assignment and sale had not been made; together with all claims by Assignor for damages by reason of past infringement of any patents within the Assigned Property with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns or legal representatives.

IN WITNESS WHEREOF, the undersigned hereby executes this Assignment.

DIGIPONICA (INTERNATIONAL) LIMITED

By: 

Alan Thomas
Chief Executive Officer

Date: March 13, 2013

ACKNOWLEDGED BY:
LAWFUL INTERCEPT, LLC

By: 

Mary Carroll
Manager

Date: March 13, 2013

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1. U.S. Patent Applications numbered 12/517,026, 12/513,147, 12/532,989, 13/056,277, and 13/496,864, and any patent applications or any patents (including any continuation, continued prosecution, continuation-in-part, division, reissue, extension, reexamination, or substitution thereof) that may be issued therefrom or contain a claim of priority thereto, throughout the world, including any non-United States issued patents and patent applications; and, all of the improvements, developments, inventions, concepts, techniques, processes, discoveries and ideas made, created, conceived and/or reduced to practice);
2. Any and all documents, agreements and information, both in physical and electronic form, and all rights to all such documents, agreements and information, relating in any way to the Assets, including, without limitation, (a) all testing and results of testing with the Patent Rights, Know-How and Developments (collectively, the "Intellectual Properties"), (b) all rights to confidential information provided to any party involved in any way with the Intellectual Properties, (c) lists of any and all parties to whom the Patent Rights was disclosed and/or marketed, and copies of any correspondence and/or materials provided to such parties, (d) proposed and executed letters of intent and licenses relating to the Intellectual Properties, (e) all work product of all employees, contractors and sub-contractors of the Company and Parent (including, without limitation, all hardware, software, notes, designs, test results, continuation inventions, draft and final patent applications, and the like), (f) all employment, consulting and/or other agreements relating in any way to work provided in connection with any Intellectual Properties, and (f) all know-how relating to the Intellectual Properties, including, without limitation, all improvements, developments, inventions, concepts, techniques, processes, discoveries and ideas made, created, conceived and/or reduced to practice by any party.
3. For avoidance of doubt, all assets relating to the Intellectual Properties wherever located and whether now or hereinafter existing and whether now owned or hereafter acquired, of every kind and description, tangible or intangible, including without limitation, all contracts, contract rights, equipment, receivables, accounts, chattel paper, electronic chattel paper, goods, instruments, inventory, records, software, general intangibles, intellectual property rights, licenses, patents, patent licenses, trademarks, and copyrights, and all books and records and information (including all ledger sheets, files, computer programs, tapes and related data processing software) evidencing an interest in or relating to any of the foregoing, and all rights of access to such books and records, and information, and all property in which such books and records, and information are stored, recorded and maintained.

ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to the extent that (by operation of law or otherwise) VOIP-PAL.COM, INC. ("Assignor"), owns (whether now known or hereinafter discovered) any right, title or interest in, to or under any of the assets itemized in Exhibit A (the "Assets"), Assignor hereby conveys, releases and otherwise assigns to LAWFUL INTERCEPT, LLC, a limited liability company formed pursuant to the laws of the State of Delaware with an address of 411 Hackensack Avenue, Hackensack, New Jersey 07601 ("Assignee"), its entire right (including shop rights), title and interest in, to and under any of the Assets (the "Assigned Property"), the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and legal representatives, to the end of the terms for which any patents or patent applications within the Assigned Property have been or will be granted, as fully and entirely as the same would have been held and enjoyed by Assignor as if this assignment and sale had not been made; together with all claims by Assignor for damages by reason of past infringement of any patents within the Assigned Property with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns or legal representatives.

IN WITNESS WHEREOF, the undersigned hereby executes this Assignment.

VOIP-PAL.COM, INC.

By: FIVE NINE GLOBAL PARTNERS

Its: ATTORNEY-IN-FACT

By:


Ryan Reese
Manager

Date: March 13, 2013

ACKNOWLEDGED BY:
LAWFUL INTERCEPT, LLC

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3. For avoidance of doubt, all assets relating to the Intellectual Properties wherever located and whether now or hereinafter existing and whether now owned or hereafter acquired, of every kind and description, tangible or intangible, including without limitation, all contracts, contract rights, equipment, receivables, accounts, chattel paper, electronic chattel paper, goods, instruments, inventory, records, software, general intangibles, intellectual property rights, licenses, patents, patent licenses, trademarks, and copyrights, and all books and records and information (including all ledger sheets, files, computer programs, tapes and related data processing software) evidencing an interest in or relating to any of the foregoing, and all rights of access to such books and records, and information, and all property in which such books and records, and information are stored, recorded and maintained.