

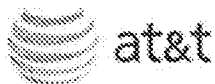
PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
AT&T Intellectual Property II, L.P.	06/17/2011
RECEIVING PARTY DATA	
Name:	YMax Communications Corp.
Street Address:	5700 Georgia Avenue
City:	West Palm Beach
State/Country:	FLORIDA
Postal Code:	33405
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6487200
CORRESPONDENCE DATA	
Fax Number:	6509385200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6509888500
Email:	rhancock@fenwick.com
Correspondent Name:	Fenwick & West LLP
Address Line 1:	801 California St
Address Line 2:	ATTN Frank Yang
Address Line 4:	Mountain View, CALIFORNIA 94041
ATTORNEY DOCKET NUMBER:	27936-01000
NAME OF SUBMITTER:	Frank Yang, Reg. No. 65788
Signature:	/Frank Yang/
Date:	05/24/2013
Total Attachments: 6	

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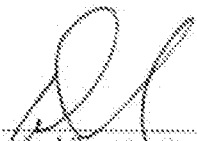
SETTLEMENT AND PATENT LICENSE AGREEMENT

Cover Sheet

YMAX YMax Communications Corp. A Delaware company, having an office at 5700 Georgia Avenue West Palm Beach, FL 33405	AT&T AT&T Intellectual Property II, L.P. A Nevada partnership, having an office at 645 East Plumb Lane, Room B132 Reno, Nevada 89505
Addresses for notice purposes: YMax Communications Corp. 5700 Georgia Avenue West Palm Beach, FL 33405 and Darryl M. Woo Fenwick & West LLP 355 California Street, 12 th Floor San Francisco, CA 94104	Addresses for notice purposes: Michael Bishop AT&T Law Department 675 West Peachtree Street, NE Atlanta, Georgia 30303 and Thomas A. Restaino AT&T Chief IP Counsel One AT&T Way, Room 3A248 Bedminster, NJ 07921 and Joseph Sommer AT&T Services Inc., 180 Park Ave, Bldg. 104 Florham Park, NJ 07932
EFFECTIVE DATE: May 1, 2011	

This Patent License Agreement (the "Agreement") consists of this Cover Sheet, the attached General Terms and Conditions and any schedules (each, a "Schedule") referenced in the General Terms and Conditions. The provisions of each Schedule shall be construed so as to be fully consistent with all of the provisions of the General Terms and Conditions and, in the case of any conflict, the General Terms and Conditions shall prevail unless a Schedule is separately executed by both Parties and expressly amends particular provisions of the General Terms and Conditions, in which case the amendments of such Schedule shall prevail over such particular provisions of the General Terms and Conditions.

YMAX:

By: 
 (Authorized Signature)

DANIEL BORISLOW
 (Typed or Printed Name)

C.E.O.
 (Title)

6/15/11
 (Date)

AT&T:

By: _____
 (Authorized Signature)

 (Typed or Printed Name)

 (Title)

 (Date)

THIS AGREEMENT DOES NOT BIND OR OBLIGATE EITHER PARTY IN ANY MANNER UNLESS DULY EXECUTED BY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES



SETTLEMENT AND PATENT LICENSE AGREEMENT
Cover Sheet

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YMAX:

By: _____
(Authorized Signature)

(Typed or Printed Name)

(Title)

(Date)

AT&T:

By: Scott Frank
(Authorized Signature)

SCOTT FRANK
(Typed or Printed Name)

PRESIDENT, AT&T INTELLECTUAL PROPERTY
(Title)

6/17/11
(Date)

**THIS AGREEMENT DOES NOT BIND OR OBLIGATE EITHER PARTY IN ANY MANNER
UNLESS DULY EXECUTED BY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES**

GENERAL TERMS AND CONDITIONS

[REDACTED]

[REDACTED]

[REDACTED]

In consideration of the terms and conditions of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties identified on the Cover Sheet of this Agreement agree as follows:

I. DEFINITIONS

For the purposes of this Agreement, certain terms have been defined below and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word.

[REDACTED]

B. “‘200 Patent” shall mean U.S. Patent No. 6,487,200 B1, and every patent and patent application that AT&T or any of its Affiliates owns or controls from which the ‘200 Patent claims priority, directly or indirectly, and all continuations, continuations-in-part, divisionals, reissues, reexaminations, foreign counterparts, and any patent applications claiming the priority thereof.

[REDACTED]

[REDACTED]

E. “YMax” shall mean YMax Corporation, YMax Communications Corp., magicJack LP, Tiger Jet Networks, Inc., Stratus Telecommunications LLC, and VocalTec Communications, Ltd.

F. “AT&T” shall mean AT&T Intellectual Property II, L.P.

G. “Affiliate” shall mean with respect to a Party, any person or entity, including any corporation, company, joint venture, partnership, firm, limited liability company, or subsidiary formerly, now or hereafter Controlled by, Controlling, or under common Control with such person or entity for as long as such Control exists. If and when there is no Control between a person or entity and a Party, that person or entity is not an Affiliate of the Party.

H. “Control” (including the terms “controlled,” “controlling” and “controlled by”) shall mean the direct or indirect (a) ownership or control (whether through contract or otherwise) of (1) in the case of corporate entities, fifty percent (50%) or more of the stock or shares entitled to vote for the election of directors or (2) in the case of non-corporate entities, fifty percent (50%) or more of the equity interest in such non-corporate entity, or (b) power (whether through contract or otherwise) to direct management or management policies of such entity.

[REDACTED]

the title of the '200 Patent and will bind subsequent assignees.

The foregoing license does not authorize YMax or any of its Affiliates to develop or manufacture (or have developed or manufactured), directly or indirectly, products on behalf of any third party as a foundry, contract manufacturer, or in any similar capacity. By way of illustration and without limiting the foregoing, neither YMax nor any of its Affiliates is authorized to practice the '200 Patent to make or have made any products based on any design that (in whole or in substantial part) has been provided to YMax or any of its Affiliates by any customer or other third party, where such products are to be supplied to such third party or to particular customers designated or authorized by such third party.

II. LICENSE, [REDACTED]

A. License under the '200 Patent. For so long as YMax does not materially breach its payment obligations under Sections IV.A and IV.C, AT&T, on behalf of itself and its Affiliates, hereby grants to YMax and its Affiliates a non-exclusive, worldwide license under the '200 Patent to make, sell, offer for sale, use, and import (and have others do any of the foregoing on YMax's or its Affiliates' behalf) any product, method or service. This license shall become perpetual, irrevocable, and fully-paid up upon YMax making all payments due pursuant to Sections IV.A and IV.C. For purposes of this paragraph only, YMax's Affiliates additionally include all entities involved in the manufacture, distribution and provision of services on behalf of YMax and all end-user customers of YMax, to the extent their use is consistent with the intended use of such products and services; however, the license under this Section II.A must not be exercised in a manner such that it is a sham for the purpose of effectively sublicensing the '200 Patent to any third party. Subject to Section VIII.L, this license is fully transferable, without additional consideration, upon a change in control of YMax or one of YMax's Affiliates to the new controlling entity, or upon sale or disposition of substantially all of the assets of, or an entire line of business of, YMax or one of its Affiliates to the entity receiving such assets or business, but the transferred license shall be limited to the field and scope of the business of YMax or its Affiliate at the time of the change of control, sale or disposition. Any assignment of the '200 Patent by AT&T shall be subject to this license. For avoidance of doubt, the Parties agree and intend that the obligations owed by AT&T under this license shall run with

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]


[REDACTED]

[REDACTED]

VIII. GENERAL TERMS

[REDACTED]

[REDACTED]



R. Counterparts. The Parties may execute two (2) copies of this Agreement, each of which shall constitute an original copy of this Agreement. A scanned, imaged, facsimile or photocopy of this Agreement as executed by the Parties shall be deemed to be an original executed copy for all purposes.