

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3564163

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TRIPLAY COMMUNICATIONS LTD.	01/30/2015
RECEIVING PARTY DATA		
Name:	TRIPLAY, INC.	
Street Address:	902 BROADWAY, SUITE 1901	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10010	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Application Number:	14879542	
Application Number:	14879521	
Application Number:	14879462	
Application Number:	14879492	
Application Number:	14879505	
CORRESPONDENCE DATA		
Fax Number:	(202)737-3528	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202-628-5197	
Email:	darrylw@browdyneimark.com	
Correspondent Name:	BROWDY AND NEIMARK, PLLC	
Address Line 1:	1625 K STREET, N.W.	
Address Line 2:	SUITE 1100	
Address Line 4:	WASHINGTON, D.C. 20006	
ATTORNEY DOCKET NUMBER:	ROSEN1I-ROSEN1M	
NAME OF SUBMITTER:	ROGER L. BROWDY	
SIGNATURE:	/rlb/	
DATE SIGNED:	10/09/2015	
Total Attachments: 8		

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Exhibit 2.4

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is made and entered into this 30 day of January 2015 (the "Effective Date"), by between TriPlay Communications Ltd., an Israeli limited liability company, of 148 Menachem Begin road, Tel Aviv, Israel (C/O Eilon Brin) (the "**Assignor**") and TriPlay, Inc., a Delaware corporation, of 902 Broadway, Suite 1901, New York, NY 10010, USA ("**Assignee**").

RECITALS

A. Assignor is the owner of (select as appropriate):

- ☒ the United States Patents set forth on Appendix A hereto (the "US Patents");
- ☐ the non-United States patents set forth on Appendix B hereto (the "Foreign Patents");
- ☒ the United States patent applications set forth on Appendix C hereto (the "US Patent Applications");
- ☒ the United States provisional patent applications set forth on Appendix D hereto (the "US Provisional Patent Applications"); and/or
- ☒ the foreign patent applications set forth on Appendix E hereto (the "Foreign Patent Applications");

which collectively shall be referred to herein as the "Patents".

B. Assignor and Assignee have agreed by way of a purchase agreement (the "Purchase Agreement") dated January 30, 2015, by and between Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, and assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Patents as specified in this Agreement. In the event of any conflict between the terms of this Patent Assignment Agreement and the referenced Purchase Agreement, the terms of the Purchase Agreement shall prevail.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, and the covenants and agreements in this Assignment, Assignor and Assignee agree as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, privilege, title and interest in, to and under the Patents and in the case of patent applications in and to any patents that may issue therefrom, including; in all instances, any counterparts of any of the foregoing in any jurisdiction throughout the world, and any and all divisions, continuations, reissues or reexaminations of any of the foregoing, and, further, all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed for any inventions described in said Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the inventions and the Patents under the laws of the United States, the International Convention for the Protection of Industrial

Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, in each instance the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages, royalties, income or other remuneration (hereinafter "Damages") by reason of past, present and future infringements of the Patents or other rights being assigned hereunder, along with the right to sue for and collect such Damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Insofar as this assignment concerns European patents and patent applications, Assignor does hereby declare that it is the owner of said Patents and that Assignor has assigned same, along with all rights and duties appurtenant thereto, to Assignee and agree that the assignment will be recorded in the register with the European Patent Office; and Assignee hereby declares that Assignee has agreed to the assignment of the aforementioned Patents to it and that Assignee will simultaneously apply for recording of the assignment in the register with the European Patent Office.

3. Assignor hereby authorizes and requests the Commissioner for Patents of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

4. Assignor agrees that, whenever reasonably requested by Assignee, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining the Patents in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.

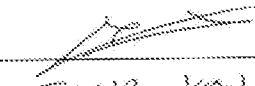
5. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the inventions, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

6. Assignor hereby acknowledges and agrees that all of the rights, title and interest in and to the Patents sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

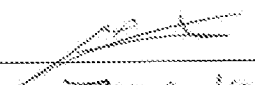
7. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

IN WITNESS WHEREOF, the Parties have executed this Assignment on the Effective Date written above.

Assignor: TriPlay Communications Ltd.

By: 
Name: TAMIR KOCH
Title: PRESIDENT

Assignee: TriPlay, Inc.

By: 
Name: TAMIR KOCH
Title: CEO

APPENDIX A

TO ASSIGNMENT AGREEMENT

Title	Patent Number	Issue Date
MESSAGING SYSTEM AND METHOD	8,332,475	12/11/2012
MESSAGING SYSTEM AND METHOD	8,874,677	10/28/2014

APPENDIX B

TO ASSIGNMENT AGREEMENT

Title	Patent Number	Issue Date
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APPENDIX C

TO ASSIGNMENT AGREEMENT

Title	Application Number	Filing Date
MESSAGING SYSTEM AND METHOD	14/483,512	9/11/2014
MESSAGING SYSTEM AND METHOD	14/483,701	9/11/2014
MESSAGING SYSTEM AND METHOD	14/483,625	9/11/2014
MESSAGING SYSTEM AND METHOD	14/483,599	9/11/2014
MESSAGING SYSTEM AND METHOD	14/483,558	9/11/2014

APPENDIX D

TO ASSIGNMENT AGREEMENT

Title	Application Number	Filing Date	Inventor(s)
MESSAGING SYSTEM AND METHOD	60/709,830	8/22/2005	Yaacov Ziv, Gil Rosen

APPENDIX E

TO ASSIGNMENT AGREEMENT

Title	Application Number	Filing Date
MESSAGING SYSTEM AND METHOD	PCT IL2006/000976	8/22/2006
MESSAGING SYSTEM AND METHOD	(Israel) 188828	8/22/2005
MESSAGING SYSTEM AND METHOD	(Israel) 234098	8/22/2006