

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the Quarterly Period Ended September 30, 2014

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File No. 000-26399

Inventergy Global, Inc.

(Exact name of registrant as specified in its charter)

Delaware

62-1482176

(State or other jurisdiction of
incorporation or organization)

(I.R.S. Employer Identification No.)

**900 E. Hamilton Avenue #180
Campbell, CA**

95008

(Address of Principal Executive Offices)

(Zip Code)

(408) 389-3510

(Registrant's telephone number, including area code)

n/a

(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer
 Non-accelerated filer

Accelerated filer
 Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act): Yes No

As of November 10, 2014, the registrant had 26,782,833 shares of common stock outstanding.

Inventergy Global, Inc. and Subsidiaries
Quarterly Report on Form 10-Q
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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Certain information set forth in this Quarterly Report on Form 10-Q, including in Item 2, “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and elsewhere herein may address or relate to future events and expectations and as such constitutes “forward-looking statements” within the meaning of the Private Securities Litigation Act of 1995. Statements which are not historical reflect our current expectations and projections about our future results, performance, liquidity, financial condition, prospects and opportunities and are based upon information currently available to us and our management and their interpretation of what is believed to be significant factors affecting our business, including many assumptions regarding future events. Such forward-looking statements include statements regarding, among other things:

- anticipated growth and growth strategies;
- the need for additional capital and the availability of financing;
- the ability to secure additional patents;
- the ability to monetize patents or recoup our investment;
- the ability to protect intellectual property rights;
- new legislation, regulations or court rulings related to enforcing patents, that could harm our business and operating results;
- expansion plans and opportunities;
- our ability to attract and retain key members of our management team;
- our anticipated needs for working capital;
- the anticipated trends in our industry;
- our ability to expand operational capabilities;
- competition existing today or that will likely arise in the future; and
- our ability to establish a market for our common stock.

Forward-looking statements, which involve assumptions and describe our future plans, strategies, and expectations, are generally identifiable by use of the words “may,” “should,” “would,” “could,” “scheduled,” “expect,” “anticipate,” “estimate,” “believe,” “intend,” “seek,” or “project” or the negative of these words or other variations on these words or comparable terminology. Actual results, performance, liquidity, financial condition and results of operations, prospects and opportunities could differ materially and perhaps substantially from those expressed in, or implied by, these forward-looking statements as a result of various risks, uncertainties and other factors. These statements may be found under the section of our Current Report on Form 8-K filed on June 12, 2014, as amended on July 11, 2014, entitled “Risk Factors” as well as in our other public filings.

In light of these risks and uncertainties, and the start-up nature of our business, there can be no assurance that the forward-looking statements contained herein will in fact occur. Readers should not place undue reliance on any forward-looking statements. Except as expressly required by the federal securities laws, we undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events, changed circumstances or any other reason.

PART 1-FINANCIAL INFORMATION
Item 1. Financial Statements (unaudited)

INVENTERGY GLOBAL, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)

<u>ASSETS</u>	<u>September 30,</u> <u>2014</u> <u>(unaudited)</u>	<u>December 31,</u> <u>2013</u> <u>(Note 1)</u>
Current assets		
Cash and cash equivalents	\$ 232,448	\$ 1,518,684
Restricted cash	3,500,000	-
Accounts receivable	245,558	-
Inventories	267,652	-
Prepaid expenses and other current assets	254,519	73,207
Deferred expenses, current	3,000,000	-
Total current assets	7,500,177	1,591,891
Property and equipment, net	46,518	-
Deferred expenses	11,695,104	13,510,178
Patents, net	10,802,988	9,162,409
Intangible assets, net	1,252,533	-
Goodwill	8,858,504	-
Deposits and other assets	37,883	20,399
Total assets	<u>\$ 40,193,707</u>	<u>\$ 24,284,877</u>
 <u>LIABILITIES, REDEEMABLE CONVERTIBLE PREFERRED STOCK</u> <u>AND STOCKHOLDERS' EQUITY</u>		
Current liabilities		
Accounts payable	\$ 1,981,216	\$ 602,564
Accrued expenses and other current liabilities	549,294	-
Accrued interest on notes payable	80,000	6,935
Short-term notes payable	500,000	-
Short-term notes payable, related party	-	3,100,000
Guaranteed payments, current	4,704,397	-
Convertible notes payable, net of discount, current	4,684,396	-
Warranty reserve	38,143	-
Total current liabilities	12,537,446	3,709,499
Deferred rent	-	-
Guaranteed payments	12,757,651	13,510,178
Derivative liabilities	462,158	591,901
Convertible notes payable, net of discount	3,065,533	2,327,217
Total liabilities	28,822,788	20,138,795
Redeemable convertible preferred stock, \$0.0001 par value, 10,000,000 shares authorized, 0 and 6,176,748 shares issued and outstanding at September 30, 2014 and December 31, 2013, respectively (aggregate liquidation preference of \$0 at September 30, 2014 and \$19,827,361 at December 31, 2013)	-	3,392,950
Stockholders' equity		
Preferred stock, \$0.001 par value, 10,000,000 shares authorized		
Series A convertible preferred stock: 6,176,748 shares designated, 3,826,990 shares issued and outstanding at September 30, 2014.		
Series B convertible preferred stock: 2,750 shares designated, 1,102 shares issued and outstanding at September 30, 2014.	21,779,693	-
Common stock, \$0.001 par value; 100,000,000 shares authorized, 23,937,559 and 11,505,039 shares issued and outstanding at September 30, 2014 and December 31, 2013	23,938	1,150
Additional paid-in capital	24,576,308	5,483,054
Deficit accumulated	(35,009,020)	(4,731,072)

Total stockholders' equity	<u>11,370,919</u>	<u>753,132</u>
Total liabilities, redeemable convertible preferred stock and stockholders' equity	<u>\$ 40,193,707</u>	<u>\$ 24,284,877</u>

See accompanying notes to the condensed consolidated financial statements.

INVENTERGY GLOBAL, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)

	Three Months Ended		Nine Months Ended	
	September 30,		September 30,	
	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>
Revenues	\$ 306,603	\$ -	\$ 353,646	\$ -
Cost of revenues	339,795	-	418,000	-
Gross loss	(33,192)	-	(64,354)	-
Operating Expenses				
General and administrative	2,559,474	1,807,204	8,996,860	2,600,350
Patent amortization expense	387,585	104,731	1,012,956	157,097
Total operating expenses	<u>2,947,059</u>	<u>1,911,935</u>	<u>10,009,816</u>	<u>2,757,447</u>
Loss from operations	(2,980,251)	(1,911,935)	(10,074,170)	(2,757,447)
Other income (expense)				
Loss on extinguishment of notes payable	-	-	(2,403,193)	-
Decrease (increase) in fair value of derivative liabilities	271,804	536,544	667,448	536,544
Interest expense, net	(229,231)	(206,472)	(525,391)	(209,208)
Total other (expense), net	<u>42,573</u>	<u>330,072</u>	<u>(2,261,136)</u>	<u>327,336</u>
Loss before provision for income taxes	(2,937,678)	(1,581,863)	(12,335,306)	(2,430,111)
Provision for income taxes	-	-	-	-
Net loss	<u>\$ (2,937,678)</u>	<u>\$ (1,581,863)</u>	<u>\$ (12,335,306)</u>	<u>\$ (2,430,111)</u>
Basic and diluted loss per share	<u>\$ (0.15)</u>	<u>\$ (0.19)</u>	<u>\$ (0.79)</u>	<u>\$ (0.30)</u>
Weighted average shares outstanding basic and diluted	<u>19,852,019</u>	<u>8,408,589</u>	<u>15,698,206</u>	<u>7,979,782</u>

See accompanying notes to the condensed consolidated financial statements.

INVENTERGY GLOBAL, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

	Nine Months Ended	
	September 30,	
	2014	2013
Cash flows from operating activities		
Net loss	\$ (12,335,306)	\$ (2,430,111)
Adjustments to reconcile net loss to net cash used in operating activities		
Depreciation expense	5,668	-
Loss on extinguishment of notes payable	2,403,193	-
Decrease in fair value of derivative liabilities	(667,448)	(536,544)
Amortization of discount on notes payable	298,885	201,719
Amortization of patents and acquired contracts	1,102,423	157,097
Stock-based compensation	2,238,184	1,166,931
Changes in operating assets and liabilities	-	-
Accounts receivable	(245,558)	-
Inventories	47,294	-
Prepaid expenses and other current assets	(155,523)	(22,757)
Deposits and other assets	(17,484)	(17,549)
Accounts payable	1,386,113	133,283
Accrued expenses and other current liabilities	549,294	-
Accrued interest on notes payable	73,065	3,667
Net cash used in operating activities	<u>(5,317,200)</u>	<u>(1,344,264)</u>
Cash flows from investing activities		
Restricted cash	(3,500,000)	-
Purchases of property and equipment	(52,186)	-
Issuance of short-term note receivable, related party	(3,000,000)	-
Purchases of patents	-	(4,189,255)
Cash and other assets received in acquisition	790,172	-
Net cash used in investing activities	<u>(5,762,014)</u>	<u>(4,189,255)</u>
Cash flows from financing activities		
Proceeds from issuance of common stock, net of issuance costs	6,487,850	3,548,343
Proceeds from issuance of Series A-1 redeemable convertible preferred stock	-	50,000
Proceeds from issuance of Series A-2 redeemable convertible preferred stock	-	1,498,526
Proceeds from issuance of convertible notes payable, net of issuance costs	2,905,128	4,950,000
Proceeds from issuance of notes payable	500,000	-
Payments on short-term notes payable, related party	(100,000)	-
Net cash provided by financing activities	<u>9,792,978</u>	<u>10,046,869</u>
Net increase in cash and cash equivalents	(1,286,236)	4,513,350
Cash and cash equivalents, beginning of period	<u>1,518,684</u>	-
Cash and cash equivalents, end of period	<u>\$ 232,448</u>	<u>\$ 4,513,350</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	\$ 159,822	\$ -
Cash paid for income taxes	\$ -	\$ -
Supplemental disclosures of non-cash investing and financing activities		
Convert outstanding LLC accrued liabilities to member contribution, January 2013	\$ -	\$ 12,783
Allocation of fair value from Series A-2 redeemable convertible preferred stock to Series A-1 redeemable convertible preferred stock (See Note 7)	\$ -	\$ 865,985
Allocation of fair value from notes payable to Series A-1 redeemable convertible preferred stock (See Note 6)	\$ -	\$ 2,392,889
Fair value of notes payable redemption derivative liability	\$ -	\$ 582,903
Fair value of Series A-1 redeemable convertible preferred stock anti-dilution derivative liability	\$ -	\$ 548,465
Accrued guaranteed payments and deferred expenses associated with purchased patent assets	\$ 3,951,870	\$ -
Offset of short-term related party notes payable and receivable	\$ 3,000,000	\$ 3,000,000
Fair value of convertible notes payable redemption derivative liability	\$ 316,200	\$ 518,013
Fair value of common stock warrants	\$ 145,958	\$ -
Acquisition of patents	\$ 2,653,533	\$ -
Transfer of Series A redeemable convertible preferred stock to preferred stock	\$ 3,392,950	\$ -

See accompanying notes to the condensed consolidated financial statements.

INVENTERGY GLOBAL, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)
For the Nine Months Ended September 30, 2014 and 2013

1. Organization

Inventergy Global, Inc. (“Inventergy” or “Company”) is an intellectual property (IP) investment and licensing company that helps technology-leading corporations attain greater value from their IP assets in support of their business objectives and corporate brands. Inventergy, Inc. was initially organized as a Delaware limited liability company under the name Silicon Turbine Systems, LLC in January 2012. It subsequently changed its name to Inventergy, LLC in March 2012 and it was converted from a limited liability company into a Delaware corporation in February 2013. On June 6, 2014, a subsidiary (“Merger Sub”) of eOn Communications Corporation (“eOn”) merged with and into Inventergy, Inc. (the “Merger”). As a result of the Merger, eOn changed its name to “Inventergy Global, Inc.” The Company is headquartered in Campbell, California.

The Company operates in a single industry segment.

In June of 2014, in conjunction with the Merger, the Company underwent a one-for-two reverse stock split. All shares disclosed in this quarterly report are reflected post-split.

2. Summary of Significant Accounting Policies

Basis of presentation

The financial statements have been prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America (“U.S. GAAP”).

Liquidity

The Company’s financial statements have been prepared on a going-concern basis which contemplates the realization of assets and the settlement of liabilities and commitments in the normal course of business. The Company’s liquidity and capital needs relate primarily to working capital and other general corporate requirements. The Company’s operations do not currently provide cash flow. To date, the Company has funded its operations with the issuance of notes and convertible notes, by the sale of preferred and common stock and through private placement offerings. The business will require significant amounts of capital in the near term to sustain operations and make the investments it needs to continue operations and execute its longer term business plan. The Company had cash and cash equivalents of \$232,448 and net working capital of \$(5,037,267) as of September 30, 2014. The total current assets included restricted cash of \$3,500,000 in a segregated account which was pledged to collateralize the Secured Convertible Notes (as defined below, and which were paid back in full on October 2, 2014 as described in Note 11 below) and could not be used in support of on-going operations. The Company’s net loss for the nine months ended September 30, 2014 was \$12,335,306 and the accumulated deficit amount was \$35,009,020 as of September 30, 2014. Given the subsequent financing more fully described in Note 11 below, the Company will be able to conduct its planned operations using currently available capital resources for less than twelve months. The Company’s ability to sustain its operations is dependent upon its ability to generate future revenue from operations and/or to obtain the necessary financing to meet the Company’s obligations and repay our liabilities arising from normal business operations when they come due.

In order to implement its business plan and become cash flow positive, management’s plan includes raising capital by equity and/or debt financing as needed. However, management cannot provide any assurances that the Company will be successful in accomplishing any of its plans. Management also cannot provide any assurance that unforeseen circumstances will not increase the need for the Company to raise additional capital on an immediate basis. There can be no assurance that the Company will be able to continue to raise funds if at all when needed, or on terms acceptable to the Company in which case the Company may be unable to continue its operations or to meet its obligations at such time.

On October 1, 2014, the Company entered into a Revenue Sharing and Note Purchase Agreement with affiliates of Fortress Investment Group, LLC. Pursuant to the agreement, the Company issued an aggregate of \$11,000,000 in original principal amount of senior secured notes. As a result of the issuance of the Fortress Notes (as defined below) and the sale of 500,000 shares of the Company's common stock (the "Fortress Shares"), after the payment of all purchaser-related fees and expenses relating to the issuance of the Fortress Notes and Fortress Shares, the Company received net proceeds of \$10,415,121. See Note 11 for a detailed description of the transaction.

Management estimates and related risks

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions about the reported amounts of assets and liabilities, and disclosures of contingent assets and liabilities, at the dates of the financial statements and the reported amounts of revenues and expenses during the reported periods. Although these estimates reflect management's best estimates, it is at least reasonably possible that a material change to these estimates could occur in the near term.

Cash and cash equivalents

The Company considers all highly liquid financial instruments with original maturities of three months or less at the time of purchase to be cash equivalents.

Restricted cash

At September 30, 2014, the Company held restricted cash of \$3,500,000 pledged to collateralize the Secured Convertible Notes (as defined below). The Secured Convertible Notes were paid back in full on October 2, 2014, as described in further detail in Note 11.

Accounts Receivable

Accounts receivable are stated net of allowances for doubtful accounts. The Company typically grants standard credit terms to customers in good credit standing. The Company generally reserves for estimated uncollectible accounts on a customer-by-customer basis, which requires judgment about each individual customer's ability and intention to fully pay account balances. The Company makes these judgments based on knowledge of and relationships with customers and current economic trends, and updates estimates on a monthly basis. Any changes in estimate, which can be significant, are included in earnings in the period in which the change in estimate occurs. As of September 30, 2014, the Company has not establish any reserves for uncollectable accounts.

Inventories

Inventories consist of finished goods and some component and spare parts. Inventory is valued at the lower of cost or market with cost determined utilizing standard cost which approximates the first-in, first-out (FIFO) method. The Company performs an analysis of slow-moving or obsolete inventory on a regular basis and any changes in valuation reserves, which could potentially be significant, are included in earnings in the period in which the evaluations are completed.

Property and equipment

Property and equipment are recorded at cost. Depreciation and amortization are computed using the straight-line method over the estimated useful lives of the assets (or the term of the lease, if shorter), which range from three to five years. Routine maintenance and repair costs are expensed as incurred. The costs of major additions, replacements and improvements are capitalized. Upon retirement or sale, the cost of assets disposed and the related accumulated depreciation is removed and any resulting gain or loss is credited or charged to operations.

Patents

Patents, including acquisition costs, are stated at cost, less accumulated amortization. Amortization is computed using the straight-line method over the estimated useful lives of the respective assets, generally 7 – 10 years. Upon retirement or sale, the cost of assets disposed and the related accumulated amortization are removed from the accounts and any resulting gain or loss is credited or charged to operations. Patents are utilized for the purpose of generating licensing revenue.

Intangible Assets

Intangible assets consist of certain contract rights acquired in the Merger. Intangible assets are amortized on a straight-line basis over their estimated useful life of five years.

Goodwill

Goodwill represents the excess of the aggregate purchase price over the fair value of the net tangible and identifiable intangible assets acquired by the Company. The carrying amount of goodwill will be tested for impairment annually or more frequently if facts and circumstances warrant a review. The Company determined that it is a single reporting unit for the purpose of goodwill impairment tests. For purposes of assessing the impairment of goodwill, the Company estimates the value of the reporting unit using its market capitalization as the best evidence of fair value. This fair value is then compared to the carrying value of the reporting unit.

Impairment of long-lived assets

The Company evaluates the carrying value of long-lived assets on an annual basis, or more frequently whenever circumstances indicate a long-lived asset may be impaired. When indicators of impairment exist, the Company estimates future undiscounted cash flows attributable to such assets. In the event cash flows are not expected to be sufficient to recover the recorded value of the assets, the assets are written down to their estimated fair value. There were no asset impairments for the three months and nine months ended September 30, 2014.

Concentration of credit risk

Financial instruments that potentially subject the Company to a concentration of credit risk consist of cash and cash equivalents. Cash and cash equivalents are deposited with high quality financial institutions. Periodically, such balances are from time to time in excess of federally insured limits.

Stock-based compensation

The Company has a stock option plan under which incentive and non-qualified stock options and restricted stock awards (“RSAs”) are granted primarily to employees. All share-based payments to employees, including grants of employee stock options and RSAs, are recognized in the financial statements based on their respective grant date fair values. The benefits of tax deductions in excess of recognized compensation cost are reported as a financing cash flow.

The Company estimates the fair value of share-based payment awards on the date of grant using an option-pricing model. The value of the portion of the award that is ultimately expected to vest is recognized as expense ratably over the requisite service periods in the Company’s statements of comprehensive income or loss. The Company has estimated the fair value of each award as of the date of grant using the Black-Scholes option pricing model. The fair value of RSAs is calculated as the fair value of the underlying stock multiplied by the number of shares awarded. The awards issued consist of fully-vested stock awards, performance-based restricted shares, and service-based restricted shares.

Expenses related to stock-based awards issued to non-employees are recognized at fair value on a recurring basis in the periods those awards are expected to vest. The Company estimates the fair value of the awards using the Black-Scholes option pricing model.

Income taxes

The Company accounts for income taxes using the asset and liability method whereby deferred tax asset and liability account balances are determined based on temporary differences between the financial statement and tax bases of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to affect taxable income. A valuation allowance is established when it is more likely than not that deferred tax assets will not be realized. Realization of deferred tax assets is dependent upon future pretax earnings, the reversal of temporary differences between book and tax income, and the expected tax rates in future periods.

The Company is required to evaluate the tax positions taken in the course of preparing its tax returns to determine whether tax positions are “more-likely-than-not” of being sustained by the applicable tax authority. Tax benefits of positions not deemed to meet the more-likely-than-not threshold would be recorded as a tax expense in the current year. The amount recognized is subject to estimate and management judgment with respect to the likely outcome of each uncertain tax position. The amount that is ultimately sustained for an individual uncertain tax position or for all uncertain tax positions in the aggregate could differ from the amount that is initially recognized.

It is the Company’s practice to recognize interest and penalties related to income tax matters in income tax expense. As of September 30, 2014 and 2013, the Company had no interest and penalties related to income taxes.

Fair value measurements

The Company defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Company utilizes valuation techniques that maximize the use of observable inputs and minimizes the use of unobservable inputs within the fair value hierarchy. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the Company. Unobservable inputs are inputs that reflect the Company’s own assumptions about what market participants would use in pricing the asset or liability developed based on the best information available in the circumstances.

The following methods and assumptions were used to estimate the fair value of financial instruments:

- Level 1 – Valuation is based upon quoted prices for identical instruments traded in active markets.
- Level 2 – Valuation is based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market.
- Level 3 – Valuation is generated from model-based techniques that use significant assumptions not observable in the market. These unobservable assumptions reflect management’s estimates of assumptions that market participants would use in pricing the asset or liability. Valuation techniques include use of option pricing models, discounted cash flow models and similar techniques.

The category within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement.

Recently Adopted Accounting Standards

In June 2014, the FASB issued Accounting Standards Update (“ASU”) ASU 2014-10 Development Stage Entities. The amendments in ASU 2014-10 remove the definition of a development stage entity from Topic 915 Development Stage Entities, thereby removing the distinction between development stage entities and other reporting entities from US GAAP. In addition, the amendments eliminate the requirements for development stage entities to (1) present inception-to-date information in the statements of operations, cash flows, and shareholder’s equity, (2) label the financial statements as those of a development stage entity, (3) disclose a description of the development stage activities in which the entity is engaged, and (4) disclose in the first year in which the entity is no longer a development stage entity that in prior years it had been in the development stage. The amendments also clarify that the guidance in Topic 275, Risks and Uncertainties, is applicable to entities that have not commenced planned principal operations. ASU 2014-10 is effective for annual reporting periods beginning after December 15, 2014, and interim periods therein. The Company could early adopt ASU 2014-10 for any annual reporting period or interim period for which the entity’s financial statements have not yet been issued. The Company elected to adopt this ASU beginning with the June 30, 2014 Quarterly Report on Form 10-Q and its adoption resulted in the removal of inception-to-date information in the Company’s statements of operations and cash flows.

3. Business Combination

The Merger was consummated on June 6, 2014, as a result of which Inventergy, Inc. merged with and into Merger Sub and holders of Inventergy, Inc. securities were issued securities of the Company. Upon the consummation of the Merger, the Company changed its name from “eOn Communications Corporation” to “Inventergy Global, Inc.” and effected a one-for-two reverse stock split of the Company’s common stock (the “Reverse Split”).

In connection with the consummation of the Merger:

- (i) each share of the pre-Merger Inventergy, Inc. common stock was exchanged for 1.4139 shares of Company common stock on a post-Reverse Split basis (the “Exchange Ratio”);
- (ii) the pre-Merger Inventergy, Inc. Series A Preferred Stock was exchanged for a like number of newly-created Company Series A Preferred Stock;
- (iii) options and restricted shares of pre-Merger Inventergy, Inc. common stock awarded pursuant to the Inventergy 2014 Stock Plan (such stock plan being adopted by the stockholders of the Company in connection with the Merger) and outstanding immediately prior to the consummation of the Merger were converted into awards of options to purchase Company common stock and restricted shares of Company common stock with terms and conditions identical to the terms and conditions of the corresponding options to purchase Inventergy, Inc. common stock and awards of restricted shares of Inventergy, Inc. common stock (as adjusted for the Exchange Ratio); and

(iv) outstanding warrants to purchase pre-Merger Inventergy, Inc. common stock were exchanged for warrants to acquire Company common stock with terms and conditions identical to the terms and conditions of the corresponding warrants to purchase Inventergy, Inc. common stock (as adjusted for the Exchange Ratio).

Immediately following the consummation of the Merger, the Company had 20,018,028 shares of common stock, 6,176,748 shares of Series A Preferred Stock and 2,231 shares of Series B Preferred Stock issued and outstanding. In addition, it had warrants to purchase 700,937 shares of common stock outstanding and placement agent warrants to purchase 238,412 shares of common stock outstanding.

The Transition Transactions

In connection with the Merger, on December 17, 2013, eOn, Cortelco Systems Holding Corp., a Delaware corporation and wholly-owned subsidiary of eOn (“Cortelco Holding”), eOn Communications Systems, Inc., a Delaware corporation and wholly-owned subsidiary of eOn (“eOn Subsidiary”), and Cortelco, Inc., a Delaware corporation and wholly-owned subsidiary of Cortelco Holding (“Cortelco”) entered into a transition agreement (the “Transition Agreement”). The Transition Agreement provided for several transactions among eOn and its subsidiaries in connection with, and subject to the completion of, the Merger. Each of these transactions were consummated at the time the Merger became effective (the “Effective Time”), including the following (collectively, the “Transition Transactions”):

- (1) eOn and Cortelco each transferred certain contracts and other assets to eOn Subsidiary, and eOn Subsidiary assumed the liabilities associated with such contracts on and after the date of assumption;
- (2) eOn Subsidiary purchased from Cortelco certain inventory for a purchase price equal to Cortelco’s book value of such inventory;
- (3) eOn and Cortelco Holding redeemed in full those certain contingent notes in the maximum initial amount of \$11 million (collectively, the “Contingent Note”) in consideration of paying the holders of the Contingent Note either cash in the aggregate amount of \$300,000 or shares of Cortelco Holding owned by eOn;
- (4) Cortelco entered into a fulfillment services agreement with eOn Subsidiary providing for certain services to be conducted on behalf of eOn Subsidiary after the Merger;
- (5) the Company transferred to Cortelco Holding (i) all of its ownership in Cortelco Systems Puerto Rico, Inc., and Symbio Investment Corp., and (ii) eOn’s right to require David S. Lee, former Chairman of eOn, to purchase its investment in Symbio Investment Corp.; and
- (6) the Company and Cortelco Holding entered into an indemnity agreement providing that Cortelco will indemnify the Company from and against any future losses arising from the Contingent Note and certain other matters.

Upon completion of the Merger and the Transition Transactions, the Company owns all of the outstanding stock of Inventergy, Inc. and eOn Subsidiary and has transferred certain assets held prior to the Merger and no longer owns an interest in Cortelco Holding, Cortelco, Cortelco Systems Puerto Rico, Inc., or Symbio Investment Corp.

As of September 30, 2014, the total purchase consideration and the purchase price allocation were as follows:

Fair value of assumed equity allocated to purchase consideration	<u>\$ 10,985,867</u>
Total purchase consideration	<u>\$ 10,985,867</u>
Goodwill	\$ 8,858,504
Intangible asset contract rights	1,342,000
Other assets acquired	816,045
Liabilities assumed	<u>(30,682)</u>
Total purchase allocation	<u>\$ 10,985,867</u>

Goodwill of \$8,858,504, which is not deductible for tax purposes, was recognized as a result of the Merger. Intangible assets of \$1,342,000, consist of certain contract rights acquired in the Merger. Intangible assets are amortized on a straight-line basis over their estimated useful life of five years.

Acquisition-related costs directly attributable to the business combination totaling \$1,237,641 for the nine months ended September 30, 2014 were expensed as incurred in the consolidated statements of operations.

The consideration in the Merger was based on fair value of equity retained by eOn shareholders on June 6, 2014, the date of the Merger close. The historical financial information is that of Inventergy, Inc.

Supplemental Pro Forma Information. The financial information in the table below summarizes the results of operations of the Company following the consummation of the Merger, on a pro forma basis, as though the companies had been combined as of the beginning of fiscal 2013. The pro forma financial information is presented for informational purposes only for the purpose of comparing the nine months ended September 30, 2014 with the nine months ended September 30, 2013 and is not indicative of the results of operations that would have been achieved if the acquisition had taken place on January 1, 2013 or of results that may occur in the future.

	For the three months ended September 30,		For the nine months ended September 30,	
	2014	2013	2014	2013
Revenue (1)	\$ 306,603	\$ 177,000	\$ 756,613	\$ 549,000
Net loss (2)	\$ 2,870,467	\$ 1,864,853	\$ 11,668,286	\$ 3,498,300

- (1) Revenue for the three months ended September 30, 2014 and 2013 is from the Company's access control security product lines acquired in the Merger.
- (2) Pro forma net loss was adjusted to exclude Merger related expenses of \$0 and \$1,250,000 for the three months ended September 30, 2014 and 2013, respectively, and \$1,237,641 and \$1,250,000 for the nine months ended September 30, 2014 and 2013, respectively. Additional expense for the amortization of acquired intangible assets of \$0 and \$67,100 for the three months ended September 30, 2014 and 2013, respectively, and \$111,833 and \$201,300 for the nine months ended September 30, 2014 and 2013, respectively, was included in the net loss.

4. Patents

Patent intangible assets consist of the following at September 30, 2014:

	Weighted Average Useful Life	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Amortizable intangible assets:				
Patents	8.0	\$ 12,109,118	\$ (1,306,130)	\$ 10,802,988
Total patent intangible assets		\$ 12,109,118	\$ (1,306,130)	\$ 10,802,988

The Company expects amortization expense to be approximately \$1,550,334 per year for each of the next seven years and a pro rata portion in the eighth year.

5. Fair Value Measurements

The following table summarizes the Company's assets and liabilities measured at fair value on a recurring basis at September 30, 2014:

	Fair Value	(Level 1)	(Level 2)	(Level 3)
Convertible promissory notes payable derivative liability	\$ 316,200	\$ -	\$ -	\$ 316,200
Common stock warrants	145,958	-	-	145,958
Total	<u>\$ 462,158</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 462,158</u>

As discussed in Note 6, prior to the Merger, the Company issued secured promissory notes (the "Senior Secured Notes") which were redeemable upon an event of default. The Senior Secured Notes were later exchanged in favor of new convertible notes (the "Amended Secured Convertible Notes"), resulting in an extinguishment of the related derivative liability for the prior Senior Secured Notes. Also discussed in Note 6, the Company also then issued certain additional new convertible notes (the "New Secured Convertible Notes") which may be redeemed upon an event of default (together with the Amended Secured Convertible Notes, the "Secured Convertible Notes"). Since the Secured Convertible Notes were issued at a substantial discount and the event of default clause may require accelerated repayment, the Secured Convertible Notes include an embedded derivative that is not clearly and closely related to the host contract. Accordingly, the Company bifurcated the embedded derivative from the host contract and recognized a derivative liability at fair value upon issuance of the Secured Convertible Notes. The Company estimated the fair value of the derivative liability using a valuation model which included the weighted probability of the amount of redemption and the time until redemption occurs over the note term.

In May 2013, the Company sold Series A-1 redeemable convertible preferred stock ("Series A-1 Preferred Stock") which contained provisions for anti-dilution protection in the event the Company issues common stock at a price below a price per share formula, as defined. At September 30, 2014, the threshold price was \$1.14 per share. The anti-dilution protection requires the Company to issue the holders of Series A-1 Preferred Stock shares of common stock or in the event of unavailable authorized shares of common stock, cash. The anti-dilution provision represents an embedded derivative as it is not clearly and closely related to the host contract. Accordingly, the Company bifurcated the embedded derivative from the host contract and recognized a derivative liability at fair value upon issuance of the Series A-1 Preferred Stock. The Company estimated the fair value of the derivative liability using the Monte Carlo option pricing valuation model which included a probability weighted present value calculation. Post Merger, the Series A-1 Preferred Stock are no longer redeemable. Therefore, these were transferred to Series A Preferred Stock within the Stockholders' equity.

As discussed in Note 7, in January 2014, the Company issued warrants to purchase 238,412 shares common stock at an exercise price of \$3.04 to a placement agent. The exercise price is subject to adjustment and the warrants may be exercised without cash consideration in lieu of forfeiting a portion of shares. Accordingly, the Company recognized a derivative liability at fair value upon issuance of the warrants. The Company estimated the fair value of the derivative liability using the Black-Scholes option pricing model. The fair value of the derivative liability as of September 30, 2014 was estimated using the following assumptions:

Expected volatility	60%
Risk free rate	1.51%
Dividend yield	0%
Expected term (in years)	4.3253

The assumptions utilized were derived in a similar manner as discussed in Note 7 related to the fair value of stock options.

The Company revalues the derivative liabilities at the end of each reporting period using the same models as at issuance, updated for new facts and circumstances, and recognizes the change in the fair value in the statements of operations as other income (expense). The following sets forth a summary of changes in fair value of the Company's level 3 liabilities measured on a recurring basis for the nine months ended September 30, 2014:

	Convertible Notes Payable Derivative Liability	Series A-1 Preferred Stock Derivative Liability	Common Stock Warrants
Balance at December 31, 2013	\$ 534,975	\$ 56,926	\$ -
Extinguishment	(118,300)	-	-
Fair value at issuance	189,300	-	466,706
Change in fair value	(289,775)	(56,926)	(320,748)
Balance at September 30, 2014	<u>\$ 316,200</u>	<u>\$ -</u>	<u>\$ 145,958</u>

6. Borrowing Arrangements

On May 10, 2013, the Company issued senior secured promissory notes (the "Senior Secured Notes") with an aggregate principal of \$5,000,000 for proceeds of \$4,950,000. In conjunction with the issuance of the Senior Secured Notes, proceeds of \$50,000 were received in exchange for 5,000,000 shares of Series A-1 Preferred Stock. Also, on May 17, 2013, proceeds of \$1,498,526 were received in exchange for shares of Series A-2 redeemable convertible preferred stock ("Series A-2 Preferred Stock", and together with Series A-1 Preferred Stock, "Series A Preferred Stock") to substantially the same investors. Total proceeds from the Senior Secured Notes, Series A-1 Preferred Stock, and Series A-2 Preferred Stock were allocated to each instrument using the relative fair value method. The fair value allocated to the Senior Secured Notes was \$2,557,111. Further discussion regarding the allocation of proceeds is included in Note 7. On March 26, 2014, the Senior Secured Notes were amended and restated to allow for conversion to common stock and to amend the interest rate ("Amended Secured Convertible Notes"). In conjunction with the amendment, the Company recorded a loss on extinguishment of the Senior Secured Notes of \$2,403,193 in the accompanying statements of operations.

On March 26, 2014, the Company issued additional convertible promissory notes (the "New Secured Convertible Notes") with an aggregate principal of \$3,000,000 with similar terms and conditions as the Amended Secured Convertible Notes.

The Amended Secured Convertible Notes and New Secured Convertible Notes (collectively, the "Secured Convertible Notes") would have been payable in quarterly installments beginning in October 2014 through July 2018 and bore interest at 4% per annum. Had the Secured Convertible Notes been fully collateralized by the restricted cash amount equaling the remaining balance of the principal and any interest due, the interest rate would have been reduced to 2%. The Secured Convertible Notes were secured by certain patents and other assets of the Company and all principal and accrued but unpaid interest was due upon maturity. The Secured Convertible Notes could have been converted to a number of shares of common stock at the option of the holder by dividing the principal amount the holder desires to convert by \$5.30. The maturity date of the Secured Convertible Notes could have been accelerated upon certain events of default or change in control. Upon such events, the Secured Convertible Notes could have been redeemed for 125% of the principal to be redeemed plus accrued but unpaid interest and late charges, if any. Further discussion regarding the fair value measurement of the redemption provision is included in Note 5. The outstanding principal and accrued interest on the Secured Convertible Notes as of September 30, 2014 was \$7,749,929, net of an unamortized discount of \$250,071. The Secured Convertible Notes were paid back in full on October 2, 2014 as described in further detail in Note 11.

On December 19, 2013 and December 31, 2013, the Company issued promissory notes (the “December 2013 Notes”) to the Company’s Chief Executive Officer, a related party, for \$3,000,000 and \$100,000 totaling an aggregate principal of \$3,100,000. The Company also incurred a loan origination fee of \$60,000 upon issuance of the December 2013 Notes. The December 2013 Notes, originally scheduled to mature in February 2014, were extended to August 31, 2014 and bore interest at 2% per annum. The Company fully repaid the \$100,000 unsecured related party note as part of the December 2013 Notes. The \$3,000,000 note was secured by certain patent assets of the Company and all principal and accrued but unpaid interest on the December 2013 Notes were due upon maturity.

On February 10, 2014, the Company obtained an unsecured promissory note receivable (the “Note Receivable”) from the Company’s Chief Executive Officer, a related party, with an aggregate principal of \$3,000,000. The Note Receivable which matured on August 31, 2014 bore interest at 2% per annum. All principal and accrued but unpaid interest was receivable upon maturity. The Note Receivable included a full right of offset with the December 2013 Notes. The Company’s board of directors, excluding the Chief Executive Officer’s vote, approved the Note Receivable prior to issuance. Effective February 11, 2014, the December 2013 Notes and Note Receivable were fully offset and deemed paid.

On August 1, 2014, the Company obtained an unsecured promissory note payable (the “FRB Note”) from First Republic Bank with an aggregate principal of \$500,000. The FRB Note, which was to mature on November 1, 2014, bore interest at 1.3% per annum. All principal and accrued, but unpaid interest, was payable upon maturity. The FRB Note was collateralized by a deposit account of the Company’s Chief Executive Officer, a related party. The FRB Note was repaid in full on October 3, 2014 as described in Note 11.

Total Secured Convertible Notes payable at September 30, 2014 was comprised of the following:

Total Secured Convertible Notes payable outstanding	\$ 8,000,000
Less: unamortized discount	<u>(250,071)</u>
Convertible notes payable, net of discount	<u>\$ 7,749,929</u>

Amortization of the discount on Secured Convertible Notes payable is computed using the straight line method over the note term and is included in interest expense in the accompanying statements of operations. The straight line method of amortization is not materially different than the effective interest method. Amortization of the discount was \$17,050 for the three months ended September 30, 2014 and \$185,474 for the nine months ended September 30, 2014.

7. Stockholders' Equity

Conversion from LLC

In January 2013, Inventegy, Inc.’s sole member converted all then outstanding liabilities, to the member, to member contributions. In February 2013, a plan of conversion was entered into, pursuant to which the membership interest in the former LLC held by the sole member was exchanged for 5,000,000 shares of the Company’s common stock, par value \$0.0001.

Common stock

The Company is authorized to issue up to 110,000,000 shares, of which 100,000,000 shares have been designated as common stock and 10,000,000 shares as preferred stock. Holders of the Company's common stock are entitled to dividends if and when declared by the Board of Directors. The holders of each share of common stock shall have the right to one vote for each share and are entitled, as a share class, to elect two directors of the Company.

Shares of common stock reserved for future issuance were as follows as of September 30, 2014:

Series A convertible preferred stock	5,410,982
Series B convertible preferred stock	514,819
Convertible notes payable	1,508,162
Options to purchase common stock	2,267,918
Shares reserved for issuance pursuant to 2014 Stock Plan	1,000,311
Warrants	887,150
Total	<u>11,589,342</u>

Convertible preferred stock

Convertible preferred stock as of September 30, 2014 consisted of the following:

<u>Convertible Preferred Stock</u>	<u>Original Issue Price</u>	<u>Shares Designated</u>	<u>Shares Issued</u>	<u>Shares Outstanding</u>	<u>Liquidation Preference</u>
Series A-1	\$ 0.0100	5,000,000	3,498,390	3,498,390	\$ 8,804,537
Series A-2	\$ 1.6996	1,176,748	328,600	328,600	\$ 827,008
Series B	\$ 1,000.00	2,750	1,102	1,102	\$ 1,102,000

As discussed in Note 5, in conjunction with the issuance of Series A-1 and Series A-2 Preferred Stock, proceeds of \$4,950,000 were received in exchange for the issuance of promissory notes payable. Total proceeds from this transaction were allocated to each instrument using the relative fair value method. Proceeds allocated to Series A-1 and Series A-2 Preferred Stock were \$3,308,874 and \$1,134,016, respectively. Following the allocation of fair value, the effective conversion prices per share upon issuance of Series A-1 and Series A-2 Preferred Stock were \$0.55 and \$0.96, respectively.

On December 17, 2013, in contemplation of the Merger, the Company issued 2,750 shares of its Series B Preferred Stock (the "Series B Preferred Stock") at a price of \$1,000 per share, subject to the terms of its Certificate of Designations for the Series B Preferred Stock (the "Certificate of Designations"), and warrants to purchase an aggregate of 700,935 shares of the Company's common stock (the "warrants") to certain accredited investors in a private offering transaction for proceeds of \$2,750,000. The warrants have an exercise price of \$2.66 per common share.

The Series B Preferred Stock was fair valued in conjunction with the Merger. Consequently, the revaluation did not impact earnings per share.

A complete description of the rights, preferences, privileges and restrictions of the Series B Preferred Stock are included in the Amended Articles of Incorporation. The following is a summary of certain rights, privileges, preferences and restrictions:

Liquidation preference

In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company, the holders of Series A Preferred Stock are entitled to receive an amount equal to the sum of (i) the greater of (x) the product of (I) \$0.01 in the event of Series A-1 or \$1.6996 in the event of Series A-2 and (II) the number of shares of Preferred stock then held by each holder and (y) the product of (I) the fair market value of one share of common stock, as mutually determined by the Company and the Preferred Stock holders and (II) the number of shares of common stock issuable upon conversion of such Preferred Stock, and (ii) any declared accrued and unpaid dividends, prior and in preference to any distributions made to the holders of Common Stock.

In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company, the holders of Series B Preferred Stock are entitled to receive an amount equal to \$1,000 per share. After full payment to the holders of Series A Preferred Stock and Series B Preferred Stock preferences, holders of Series B Preferred Stock shall be entitled to participate in the distribution of any remaining assets of the Company on an as converted basis *pari passu* with the holders of common stock.

If the assets and funds distributed among the holders of the Preferred Stock are insufficient to permit payment to such holders of the full preferential amount, then the entire assets and funds of the Company legally available for distribution shall be distributed ratably among the holders of the Series A Preferred Stock and Series B Preferred Stock in proportion to the preferential amount each such holder is otherwise entitled to receive.

Conversion

All shares of Series A Preferred Stock are convertible, into common stock at the option of the holder, at any time after the date of issuance, by dividing the stated value of such preferred shares \$0.007073 (reflecting the one-for-two reverse stock split) in the event of Series A-1 or \$1.202065 (reflecting the one-for-two reverse stock split) in the event of Series A-2 by the conversion amount, each subject to adjustment (including the 1:2 reverse split). All Series B Preferred Stock are convertible, into common stock at the option of the holder, at any time after the date of issuance, by multiplying the conversion amount by the quotient of (x) \$1,000 divided by (y) 2.14, each subject to similar adjustment. Each share of the Series A Preferred Stock and Series B Preferred Stock will automatically be converted into common stock, at the then-effective applicable conversion price, upon the occurrence of both i) the full collateralization of the Secured Convertible Notes, and ii) upon the closing of the sale of the Company's common stock in a firm-commitment, underwritten public offering registered under the Securities Act of 1933 (as amended), which results in aggregate proceeds to the Company of at least \$20,000,000 at a price per share exceeding such threshold as defined in the Company's certificate of designation (currently \$1.14).

Anti-dilution

Holders of Series A-1 Preferred Stock are entitled to receive certain shares of common stock if and when the Company issues or sells any shares of common stock for a consideration per share less than a certain threshold price (currently \$1.14).

As a result of the issuance of the Fortress Shares pursuant to a subscription agreement dated October 1, 2014 (as described in Note 11 below), the conversion price for the Series B Preferred Stock was reduced from \$2.14 to \$2.00. The conversion price will be further reduced (and the holders of Series B Preferred Stock will be entitled to receive additional shares of common stock upon conversion) if and when the Company issues or sells any shares of common stock for a consideration per share less than the current threshold price (currently \$2.00).

Voting rights

Holders of the Series A Preferred Stock and Series B Preferred Stock are entitled to one vote for each share of common stock into which their shares can be converted.

Restriction on Sale of Securities

On June 9, 2014, the Company's shareholders representing approximately 78% of issued common stock and Preferred Stock (the "Restricted Securities") agreed to limitations on sale of those securities through November 30, 2014. Each such stockholder agreed (a) to sell no Restricted Securities until July 1, 2014 unless the Company's common stock price was above \$6.00 per share; (b) from July 1 to August 31, to only sell a maximum of approximately 6% per month of that shareholder's beneficially held Restricted Securities if the Successor Company's stock price was above \$4.00 per share; (c) from September 1 through November 30, to only sell a maximum of approximately 6% per month of that shareholder's beneficially held Restricted Securities; and (d) remain able to sell any number of Restricted Securities if the Company's stock price is above \$6.00 per share. In addition, these shareholders have agreed to not engage in any short selling during the restriction period.

Warrants

In January 2014, the Company issued warrants to purchase 238,412 shares common stock at an exercise price of \$3.04 to a placement agent. The warrants expire in January 2019. The exercise price is subject to adjustment and the warrants may be exercised without cash consideration in lieu of forfeiting a portion of shares. The fair value of the warrants at issuance was \$348,963, estimated using the Black-Scholes option pricing model. The fair value of the warrants was revalued at September 30, 2014 as discussed in Note 5.

8. Stock-Based Compensation

Stock Plan

In November 2013, the Board of Directors authorized the 2013 Stock Plan (such plan has since been adopted by the stockholders of the Company in connection with the Merger and renamed the "Inventory Global, Inc. 2014 Stock Plan", the "Plan" or the "2014 Plan"). Under the Plan, the Board of Directors may grant incentive stock awards to employees and directors, and non-statutory stock options to employees, directors and consultants as well as restricted stock. The Plan provides for the grant of stock options, restricted stock, and other stock-related and performance awards that may be settled in cash, stock, or other property. The Board of Directors has reserved 3,605,445 shares of common stock for issuance over the term of the Plan. The exercise price of an option cannot be less than the fair value of one share of common stock on the date of grant for incentive stock options or non-statutory stock options. The exercise price of an incentive stock option cannot be less than 110% of the fair value of one share of common stock on the date of grant for stockholders owning more than 10% of all classes of stock. Options are exercisable over periods not to exceed ten years (five years for incentive stock options granted to holders of 10% or more of the voting stock) from the grant date. Options may be granted with vesting terms as determined by the Board of Directors which generally include a one to five year period or performance conditions or both. The pre-existing options were subsumed under the new plan.

Common stock option and restricted stock award activity under the Plan was as follows:

	Shares Available For Grant	Options and RSAs Outstanding	
		Number of Shares	Weighted Average Exercise Price Per Share
Balance at December 31, 2013	1,286,647	1,611,848	
Authorized	706,950	-	\$ -
Options Granted	(959,198)	959,198	\$ 3.12
Options assumed in Merger	(15,000)	15,000	\$ 14.30
Restricted Stock Granted	(19,088)	19,088	\$ 3.04
Restricted Stock Vested	-	(337,216)	\$ 2.31
Balance at September 30, 2014	<u>1,000,311</u>	<u>2,267,918</u>	\$ 2.71
Total vested and expected to vest shares (options)		<u>2,267,918</u>	\$ 2.71

As of September 30, 2014, all of the restricted stock granted under the plan has vested. The aggregate intrinsic value of stock options and RSAs outstanding, stock options vested and expected to vest, and exercisable at September 30, 2014 was zero, since all of the options are currently out-of-the-money.

Prior to the plan being established, the Company granted the equivalent of 7,167,585 RSAs to employees and non-employees in exchange for services with vesting specific to each individual award. As of September 30, 2014, 2,730,198 shares were vested, and 424,170 shares were cancelled or forfeited (unvested).

The following table summarizes information with respect to stock options outstanding at September 30, 2014:

Options Outstanding			Options Vested		
Exercise Price Per Share	Shares Outstanding	Weighted-Average Remaining Contractual Life (Years)	Weighted-Average Exercise Price	Shares Exercisable	Weighted-Average Exercise Price Per Share
\$ 2.05	56,900	9.84	\$ 2.05	-	\$ -
\$ 2.27	1,293,720	9.20	\$ 2.27	241,960	\$ 2.27
\$ 3.04	742,298	9.58	\$ 3.04	53,022	\$ 3.04
\$ 3.85	160,000	9.70	\$ 3.85	-	\$ -
\$ 14.30	15,000	1.71	\$ 14.30	15,000	\$ 14.30
	<u>2,267,918</u>	9.32	\$ 2.71	<u>309,982</u>	\$ 2.98

Stock-based compensation expense

The fair value of employee stock options granted was estimated using the following weighted-average assumptions for the three and nine months ended September 30, 2014:

	For the three months ended September 30, 2014	For the nine months ended September 30, 2014
Expected volatility	65%	70%
Risk free rate	1.85%	1.80%
Dividend yield	0%	0%
Expected term (in years)	5.50	5.77

The expected term of the options is based on the average period the stock options are expected to remain outstanding based on the option's vesting term and contractual terms. The expected stock price volatility assumptions for the Company's stock options were determined by examining the historical volatilities for industry peers, as the Company did not have any trading history for the Company's common stock. The risk-free interest rate assumption is based on the U.S. Treasury instruments whose term was consistent with the expected term of the Company's stock options. The expected dividend assumption is based on the Company's history and expectation of dividend payouts. Forfeitures were estimated based on the Company's estimate of future cancellations.

Stock-based compensation for employees and non-employees related to options and RSAs recognized for the three and nine months ended September 30, 2014:

	For the three months ended September 30, 2014	For the nine months ended September 30, 2014
Operating expenses		
Selling, general and administrative	\$ 376,530	\$ 2,238,184

No income tax benefit has been recognized related to stock-based compensation expense and no tax benefits have been realized from exercised stock awards. As of September 30, 2014, there were total unrecognized compensation costs of \$3,915,031 related to these stock awards. These costs are expected to be recognized over a period of approximately 1.47 years.

Non-employee stock-based compensation expense

For the three and nine months ended September 30, 2014, the Company issued options and restricted stock awards to non-employees in exchange for services with vesting specific to each individual award. Non-employee stock-based compensation expense is recognized as the awards vest and totaled \$(67,910) and \$1,312,993 for the three and nine months ended September 30, 2014, respectively. The fair value of RSAs is calculated as the fair value of the underlying stock multiplied by the number of shares awarded.

9. Income Taxes

On a quarterly basis, the Company records income tax expense or benefit based on year-to-date results and expected results for the remainder of the year. The Company recorded no provision for income taxes for the nine months ended September 30, 2014 and 2013.

Deferred income taxes reflect the tax effect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Based on the Company's historical net losses during its development stage, the Company has provided a full valuation allowance against its deferred tax assets as of September 30, 2014 and 2013.

The use of the Company's net operating loss carryforwards is subject to certain annual limitations and may be subject to further limitations as a result of changes in ownership as defined by the Internal Revenue Code and similar state provisions. Such limitations could result in the expiration of net operating loss carryforwards prior to utilization.

The Company files U.S. Federal and state tax returns. As of September 30, 2014 and 2013, all tax years remain open in most jurisdictions. The Company is not currently under examination by income tax authorities in federal or state jurisdictions.

10. Commitments and Contingencies

Operating lease

The Company previously leased offices in Cupertino, California under a cancelable month-to-month operating lease. The Company sublet an office on a month-to-month basis to a related party entity for approximately \$551 per month during 2013. The majority stockholder of the related party is a stockholder of the Company. The Company terminated its sublease agreement effective December 31, 2013.

In March 2014, the Company entered into a non-cancelable thirty-eight month lease agreement for offices in Campbell, California commencing June 1, 2014 with escalating rent payments ranging from approximately \$9,200 to \$9,800 per month and one option to extend the lease term for an additional three years. Included in the lease agreement was a full rent abatement period of two months. Rent expense is recognized on a straight line basis. The Company paid a security deposit of \$18,993 during the nine months ended September 30, 2014. The future minimum payments related to this lease are as follows for the years ending December 31:

Remainder of Year Ended 2014	\$ 27,742
2015	112,895
2016	116,201
2017	68,587
Total	<u>\$ 325,425</u>

Rent expense was approximately \$36,202, and \$19,211 for the three months ended September 30, 2014 and 2013, respectively, and approximately \$81,221, and \$50,750 for the nine months ended September 30, 2014 and 2013, respectively.

Guaranteed payments

The Company has entered into agreements to purchase certain patent assets. The agreements include future unconditional guaranteed payments of \$21,000,000 representing purchase of patents and minimum revenue sharing from the Company's ability to license the purchased patents to other parties. The guaranteed payments are accrued on the Company's accompanying balance sheet as of September 30, 2014 at net present value using a discount rate of 12%. The associated discount is being amortized using the effective interest method. Expenses related to minimum revenue sharing payments are deferred as of September 30, 2014 and will be amortized in correlation with the future payment schedule. Minimum revenue sharing payments are generally due sixty days after fully earned. Future guaranteed payments associated with these agreements are payable as follows:

Years ending December 31:	
2014	\$ 1,000,000
2015	4,000,000
2016	6,000,000
2017	10,000,000
Less: discount to present value	<u>(3,537,951)</u>
Guaranteed payments, net of discount	<u>\$17,462,049</u>

11. Subsequent Events

On October 1, 2014 the Company entered into a Revenue Sharing and Note Purchase Agreement (the “Fortress Agreement”) with affiliates of Fortress Investment Group, LLC (“Fortress”), including a Note Purchaser (as defined below) who also serves as collateral agent (the “Collateral Agent”) and a Revenue Participant (as defined below). Pursuant to the Fortress Agreement, the Company issued an aggregate of \$11,000,000 in original principal amount of senior secured notes (the “Fortress Notes”) to the purchasers identified in the Fortress Agreement (the “Note Purchasers”). As a result of the issuance of the Fortress Notes and the sale of the Fortress Shares (as defined below), after the payment of all purchaser-related fees and expenses relating to the issuance of the Fortress Notes and Fortress Shares, the Company received net proceeds of \$10,415,121. The Company used the net proceeds to pay off the Secured Convertible Notes and the FRB Note and for general working capital purposes. The unpaid principal amount of the Fortress Notes bears cash interest equal to LIBOR plus 7%. In addition, a 3% per annum paid-in-kind (“PIK”) interest will be paid by increasing the principal amount of the Fortress Notes by the amount of such interest. The PIK interest shall be treated as principal of the Fortress Note for all purposes of interest accrual or calculation of any premium payment.

The principal of the Fortress Notes and all unpaid interest thereon or other amounts owing hereunder shall be paid in full in cash by the Company on September 30, 2017 (the “Maturity Date”). The Company may prepay the Fortress Notes in whole or in part, generally without penalty or premium, except that any optional prepayments of the Fortress Notes prior to October 1, 2015 will be accompanied by a prepayment premium equal to 5% of the principal amount prepaid.

Upon receipt of any revenues generated from the monetization of the Patents (the “Monetization Revenue”) from the patents identified in the Fortress Agreement (the “Patents”), the Company is required to apply, towards its obligations pursuant to the Fortress Notes, 86% of the difference between (a) any revenues generated from the Monetization Revenue less (b) any litigation or licensing related third party expenses (including fees paid to the original patent owners) reasonably incurred by the Company to earn Monetization Revenue, subject to certain limits (such difference defined as “Monetization Net Revenues”). If Monetization Net Revenue is applied to outstanding principal of the Fortress Notes (defined as “Mandatory Prepayments”), such Mandatory Prepayments are not subject to the prepayment premium described above. To the extent that any obligations under the Fortress Notes are past due, including if such payments are past due as a result of an Acceleration of the Fortress Notes or certain conditions of breach or alleged breach have occurred, the percentage will increase from 86% to 100%.

In addition to the Mandatory Prepayments, beginning on the last business day of October 2015, the Company shall make monthly amortization payments (the “Amortization Payments”) in an amount equal to (x) the then outstanding principal amount divided by (y) the number of months left until the Maturity Date.

In connection with the execution of the Fortress Agreement, on October 1, 2014, the Company paid to the Note Purchasers a structuring fee equal to \$385,000. Upon the earlier of the date on which the all obligations of the Fortress Notes are paid in full, or become due the Company will pay to the Note Purchasers a termination fee equal to \$770,000.

Pursuant to the Fortress Agreement, the Company granted to the purchasers identified in the Fortress Agreement (“Revenue Participants”) a right to receive a portion of the Company’s Monetization Revenues totaling \$5,500,000 (unless the Revenue Participants have not received \$5,500,000 by the Maturity Date, in which case the Revenue Participants have a right to receive a portion of Monetization Revenues totaling \$8,250,000) (the “Revenue Stream”). The Revenue Participants will not receive any portion of the Revenue Stream until all obligations under the Fortress Notes are paid in full. Following payment in full of the Fortress Notes, the Company will pay to the Revenue Participants their proportionate share of the Monetization Net Revenues. The Revenue Participant’s proportionate share is equal to (a) 46% of Monetization Net Revenues until \$2,750,000 has been paid to the Revenue Participants, (b) 31% of Monetization Net Revenues until the next \$2,750,000 has been paid to the Revenue Participants and (c) 6% of Monetization Net Revenues until the next \$2,750,000 has been paid to the Revenue Participants if (a) and (b) have not been fully paid by the Maturity Date. All Revenue Stream Payments will be payable on a monthly basis in arrears. The rights of the Revenue Participants to the Revenue Stream are secured by all of the Company’s current patent assets and the Cash Collateral Account, in each case junior in priority to the rights of the Note Purchasers.

The Fortress Agreement contemplates the issuance of up to an additional \$5,000,000 in Fortress Notes and additional rights to receive Revenue Stream Payments (collectively, the “Additional Advances”). If the Company makes an offer to issue Additional Advances, and if the Purchasers agree, in their sole discretion, to acquire such Additional Advances, the Fortress Agreement will be amended to reflect the economic and other terms and conditions of such Additional Advances. In particular, it is contemplated that to the extent that such Additional Advances occur, the additional Fortress Notes and participation in the Monetization Revenues will have substantially the same economic terms as those issued as of October 1, 2014.

As part of the Fortress Agreement, the Company and the Collateral Agent entered into a Patent License Agreement (the “Patent License Agreement”), under which the Company agreed to grant to the Collateral Agent a non-exclusive, royalty-free, and worldwide license to certain of its Patents (the “Licensed Patents”), which can only be used by the Collateral Agent following an occurrence and during the continuance of an event of default of the Fortress Agreement. When the Fortress Notes and Revenue Stream are paid in full, the Patent License Agreement will terminate.

As part of the transaction, the Company granted the Note Purchaser and Revenue Participant a first priority security interest in all of the Company’s currently owned patent assets and all proceeds thereof, as well as a general security interest in all of the assets of the Company and its subsidiaries. The Note Purchaser and Revenue Participant do not have a security interest in any future patent purchases by the Company.

Unregistered Sales of Equity Securities.

In connection with the execution of the Fortress Agreement, the Company issued 500,000 shares of its common stock at \$2.00 per share to the Revenue Participant for an aggregate purchase price of \$1,000,000. The Fortress Shares were issued pursuant to a subscription agreement dated October 1, 2014.

In addition, on October 1, 2014, the Company issued an aggregate of 1,804,030 shares of its common stock to the holders of its Secured Convertible Notes, who otherwise had the right to convert the existing notes into common stock of the Company until July 2018, as consideration for a waiver from such Secured Convertible Note holders in order for the Company to prepay the remaining outstanding principal and interest on the Secured Convertible Notes. Immediately following the issuance of the shares and the prepayment of the Secured Convertible Notes, the Secured Convertible Notes were deemed paid in full. As a result of the termination of the Secured Convertible Notes, the Company eliminated the option of the Secured Convertible Notes holders to convert their debt into 1,508,162 new shares of Company common stock. Further, as a result of this prepayment to the Secured Convertible Notes holders and the termination of the Existing Notes, \$3,500,000 previously held in a cash collateral account in connection with the Existing Notes will be released to the Company.

In connection with the closing of the transactions contemplated by the Fortress Agreement, the Company paid a closing fee of \$330,000 and issued a 5 year warrant for the purchase of 247,500 shares of the Company’s common stock at \$2.00 per share to National Securities Corporation, who acted as advisor to the Company with respect to the transaction.

Other Items

As a result of the Fortress Agreement and pursuant to the terms of a Share Purchase Agreement, dated September 23, 2014, by and among the Company and Joseph W. Beyers, the Company's Chief Executive Officer and Chairman, the Company is required to return \$300,000 in cash previously prepaid by Mr. Beyers in connection with Mr. Beyers' contingent purchase of up to 233,640 shares of the Company's common stock. As a result of the Company concluding the Fortress Agreement within the specified time limit, the Company will not issue any securities as a result of the Share Purchase Agreement.

As a result of the issuance of the Fortress Shares, the conversion price for the Series B Preferred Stock was reduced from \$2.14 to \$2.00. The conversion price will be further reduced (and the holders of Series B Preferred Stock will be entitled to receive additional shares of common stock upon conversion) if and when the Company issues or sells any shares of common stock for a consideration per share less than the current threshold price (currently \$2.00).

On October 3, 2014, the Company repaid the \$500,000 FRB Note in full. The FRB Note, would have matured on November 1, 2014. The note was included in short-term notes payable as of September 30, 2014.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

The following discussion should be read in conjunction with the financial statements of the Company and the notes thereto. The following discussion includes certain forward-looking statements. For a discussion of important factors which could cause actual results to differ materially from the results referred to in the forward-looking statements, see “Risk Factors” in the Company’s Current Report on Form 8-K/A filed on July 11, 2014.

Forward-Looking Statements

This report contains statements that constitute forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended. These forward-looking statements generally relate to our strategies, plans and objectives for future operations and are based upon management’s current plans and beliefs or estimates of future results or trends. Forward-looking statements also involve risks and uncertainties, including, but not restricted to, the risks and uncertainties described in our Current Report on Form 8-K/A filed on July 11, 2014, which could cause actual results to differ materially from those contained in any forward-looking statement. Many of these factors are beyond our ability to control or predict.

You should not place undue reliance on any forward-looking statements, which are based on current expectations. Further, forward-looking statements speak only as of the date they are made and we will not update these forward-looking statements, even if our situation changes in the future, unless required by law. We caution the reader that a number of important factors discussed herein and in other documents filed with the Securities and Exchange Commission could affect our actual results to differ materially from those discussed in forward-looking statements.

Overview

The Company is an intellectual property (IP) investment and licensing company that helps technology-leading corporations attain greater value from their IP assets in support of their business objectives and corporate brands. Inventergy, Inc., our wholly owned subsidiary, was initially organized as a Delaware limited liability company under the name Silicon Turbine Systems, LLC in January 2012. It subsequently changed its name to Inventergy, LLC in March 2012 and it was converted from a limited liability company into a Delaware corporation in February 2013. On June 6, 2014, a subsidiary of eOn merged with and into Inventergy, Inc. As a result of the Merger, eOn changed its name to “Inventergy Global, Inc.”

Inventergy works to develop long-term relationships with global companies, which we refer to as clients, seeking to strategically realize an appropriate return on their IP assets, in which they have invested a significant amount of research and development (IP value creation). Inventergy offers clients a professional corporate licensing model for IP value creation that provides both short term returns and attractive, long-term licensing revenue. Inventergy has focused initially on developing relationships with companies in the telecommunications industry but its business purpose is not limited to this industry. We aspire to be a market-leader in IP value creation across various technology and market segments.

The core strategy of the Company is to acquire significant patent portfolios from Global Fortune 500 companies who are leaders or major players in their industries and to generate value from these portfolios through licensing or sales of these patents. The patents are generally purchased for a fee as well as a percentage of the net revenue (revenue after deduction of litigations costs, if any). As a result of such purchase agreements, the Company has full ownership of the patent portfolios, including the rights to past damages, and has the sole right to determine the best strategy to derive value from the portfolios. Accordingly, the Company remains independent of the clients from which we have acquired the patent portfolios.

Critical Accounting Policies

See Note 2 of the Notes to Unaudited Condensed Consolidated Financial Statements included in Item 1 of this Quarterly Report on Form 10-Q for a summary of significant accounting policies and information on recently adopted accounting standards.

Results of Operations

For the Three Months Ended September 30, 2014 compared to the Three Months Ended September 30, 2013

Revenue

Revenue for the three months ended September 30, 2014 of \$306,603 is from our access control security product lines acquired in the Merger. We did not have revenue for the three months ended September 30, 2013.

Cost of Revenue and Gross Profit (Loss)

Cost of revenue for our access control security product lines for the three months ended September 30, 2014 of \$339,795 includes the cost of product of \$242,695, cost of fulfillment services of \$30,000, and amortization of \$67,100 for contracts acquired in the Merger. Gross loss from our access control security product lines for the three months ended September 30, 2014 was \$33,192. For the three months ended September 30, 2013, we did not have cost of revenue or revenue and as a result gross profit during such period was \$0.

General and Administrative Expenses

General and administrative expenses for the three months ended September 30, 2014 were \$2,559,474 compared to \$1,807,204 for the three months ended September 30, 2013. General and administrative expenses for the three months ended September 30, 2014 include \$444,440 of equity compensation expense for restricted stock awards and stock options for employees, partially offset by a credit of \$(67,910) for non-employees due to the Company's lower stock price, compared to \$546,995 and \$619,936 for the three months ended September 30, 2013. Salaries, wages and other personnel expense was \$729,569 and \$285,703 for the three months ended September 30, 2014, and September 30, 2013, respectively, an increase of \$443,866, as a result of additional headcount. Investor relations expense was \$104,823 and \$5,715 for the three months ended September 30, 2014, and September 30, 2013, respectively, an increase of \$99,108, as a result of investor relations expense incurred as a result of being a public company. Patent fees were \$397,500 and \$0 for the three months ended September 30, 2014, and September 30, 2013, respectively, as a result of us registering acquired patents. Other general and administrative expenses were \$951,052 and \$348,855 for the three months ended September 30, 2014, and September 30, 2013, respectively, an increase of \$602,197, as a result of general increase in administrative expenses due to the Merger and costs associated with becoming a public company.

Patent Amortization Expense

Patent amortization expense of \$387,585, and \$104,731 for the three months ended September 30, 2014, and the three months ended September 30, 2013, respectively, was for the amortization of patents acquired.

Decrease in Fair Value of Derivative Liabilities

Other income was \$271,804 for the three months ended September 30, 2014, compared to \$536,544 for the three months ended September 30, 2013. Other income for the three months ended September 30, 2014, includes a decrease in the fair value of the Secured Convertible Note derivative liability of \$68,800 and a decrease in the fair value of a common stock warrant of \$203,004. Other income for the three months ended September 30, 2013 includes a decrease in the fair value of the Secured Convertible Note derivative liability of \$64,890 and a decrease in the fair value of the Series A-1 Preferred Stock derivative of \$471,654.

Interest Expense, Net

Interest expense, net, for the three months ended September 30, 2014, and September 30, 2013, was \$229,231, and \$206,472, respectively. Interest expense, net, for the three months ended September 30, 2014 includes the amortization of the Secured Convertible Notes discount of \$17,050, interest expense on patents purchased of \$129,615, amortization of discount on notes payable of \$962, interest expense of \$80,000, less interest income of \$1,604. Interest expense, net, for the three months ended September 30, 2013, includes the amortization of the Secured Convertible Notes discount of \$201,719, interest expense of \$5,000, less interest income of \$247.

For the Nine Months Ended September 30, 2014 compared to the Nine Months Ended September 30, 2013

Revenue

Revenue for the nine months ended September 30, 2014 of \$353,646 is from our access control security product lines acquired in the Merger. We did not have revenue for the nine months ended September 30, 2013.

Cost of Revenue and Gross Profit

Cost of revenue for our access control security product lines for the nine months ended September 30, 2014 of \$418,000 includes the cost of product of \$290,533, cost of fulfillment services \$38,000, and amortization of \$89,467 for contracts acquired in the Merger. Gross loss from our access control security product lines for the nine months ended September 30, 2014 was \$64,354. For the nine months ended September 30, 2014, we did not have Cost of Revenue or Revenue, as a result Gross Profit was \$0.

General and Administrative Expense

General and administrative expenses for the nine months ended September 30, 2014 were \$8,996,860 compared to \$2,600,350 for the nine months ended September 30, 2013. General and administrative expenses for the nine months ended September 30, 2014 include \$925,190 and \$1,312,993 of equity compensation expense for restricted stock awards and stock options for employees and non-employees, respectively, compared to \$546,995 and \$619,936 for the nine months ended September 30, 2013. Salaries, wages and other personnel expense was \$2,129,662 and \$734,938 for the nine months ended September 30, 2014, and September 30, 2013, respectively, an increase of \$1,394, 724 as a result of additional headcount. Merger related costs, which include legal, accounting and other consulting services, were \$1,237,641 for the nine months ended September 30, 2014, compared to \$0 for the nine months ended September 30, 2013. Investor relations expense was \$478,616 and \$33,339 for the nine months ended September 30, 2014, and September 30, 2013, respectively, an increase of \$445,277 as a result of investor relations, communications, media and related services. Patent fees were \$925,020 and \$0 for the nine months ended September 30, 2014, and September 30, 2013, respectively, as a result of registering acquired patents. Other general and administrative expense was \$1,987,738 and \$665,142 for the nine months ended September 30, 2014, and September 30, 2013, respectively, an increase of \$1,322,596 as a result of general increase in administrative expenses due to the Merger and costs associated with becoming a public company.

Amortization Expense

Amortization expense of \$1,012,956, and \$157,097 for the nine months ended September 30, 2014, and the nine months ended September 30, 2013, respectively, was for the amortization of patents acquired.

Loss on Extinguishment of Notes Payable

On March 26, 2014, the Company amended and restated the Senior Secured Notes with an aggregate original principal amount of \$5,000,000 issued on May 10, 2013 and also issued \$3,000,000 in New Secured Convertible Notes for a total of \$8,000,000 of Secured Convertible Notes to allow for conversion to common stock and to amend the interest rate. In conjunction with the amendment, the Company recorded a loss on extinguishment of the Senior Secured Notes of \$2,403,193. See Note 6 to our financial statements contained in Item 1 herein.

Decrease in Fair Value of Derivative Liabilities

Other income was \$667,448 and \$536,544, for the nine months ended September 30, 2014 and September 30, 2013, respectively. This change was the result of the decrease in the fair value of the Secured Convertible Note derivative liability of \$289,775, the Series A-1 Preferred Stock derivative liability of \$56,926, and the common stock warrant value of \$320,748.

Interest Expense, Net

Interest expense, net, for the nine months ended September 30, 2014, and September 30, 2013, was \$525,391, and \$209,208, respectively. The nine months ended September 30, 2014, includes the amortization of the Secured Convertible Notes discount of \$185,474, interest expense on patents purchased of \$129,615, amortization of discount on notes payable of \$34,113, interest expense of \$176,841, less interest income of \$652. The nine months ended September 30, 2013, includes the amortization of the Secured Convertible Notes discount of \$201,719, interest expense of \$7,833, less interest income of \$345.

Liquidity and Capital Resources

The Company's financial statements have been prepared on a going-concern basis which contemplates the realization of assets and the settlement of liabilities and commitments in the normal course of business. The Company's liquidity and capital needs relate primarily to working capital and other general corporate requirements. The Company's operations do not currently provide cash flow. To date, the Company has funded its operations with the issuance of notes and convertible notes, by the sale of preferred and common stock and through private placement offerings. The business will require significant amounts of capital over the next 12 months to sustain operations and make the investments it needs to continue operations and execute its longer term business plan. The Company had cash and cash equivalents of \$232,448 and net working capital of \$(5,037,267) as of September 30, 2014. The total current assets included restricted cash of \$3,500,000 in a segregated account which is pledged to collateralize the Secured Convertible Notes and cannot be used in support of on-going operations. The Company's net loss for the nine months ended September 30, 2014 was \$12,335,306 and our accumulated deficit amount was \$35,009,020 as of September 30, 2014. Our ability to sustain our operations is dependent upon our ability to generate future revenue from operations and/or to obtain the necessary financing to meet our obligations and repay our liabilities arising from normal business operations when they come due. On August 8, 2014, Inventergy, Inc., a wholly-owned subsidiary of the Company, closed on an Unsecured Loan of \$500,000 (with an effective date of August 1, 2014) from First Republic Bank. On October 3, 2014, we repaid this loan in full.

On October 1, 2014, we entered into the Fortress Agreement with affiliates of Fortress. Pursuant to the Fortress Agreement, we issued an aggregate of \$11,000,000 in Fortress Notes to the Note Purchasers. As a result of the issuance of the Fortress Notes and the sale of the Fortress Shares, after the payment of all purchaser-related fees and expenses relating to the issuance of the Fortress Notes and Fortress Shares, we received net proceeds of \$10,415,121. We used the net proceeds to pay off the Secured Convertible Notes, the FRB Note and for general working capital purposes. The unpaid principal amount of the Fortress Notes bears cash interest equal to LIBOR plus 7%. In addition, a 3% PIK interest will be paid by increasing the principal amount of the Fortress Notes by the amount of such interest. The principal of the Fortress Notes and all unpaid interest thereon or other amounts owing hereunder shall be paid in full in cash by us on September 30, 2017.

As part of the Fortress Agreement, we entered into the Patent License Agreement, under which we agreed to grant to the Collateral Agent a non-exclusive, royalty-free, and worldwide license to the Licensed Patents, which can only be used by the Collateral Agent following an occurrence and during the continuance of an event of default of the Fortress Agreement. When the Fortress Notes and Revenue Stream are paid in full, the Patent License Agreement will terminate.

As part of the transaction, we granted the Note Purchaser and Revenue Participant a first priority security interest in all of our currently owned patent assets and all proceeds thereof, as well as a general security interest in all of the assets of our company and our subsidiaries (excluding the assets of the eOn Subsidiary). The Note Purchaser and Revenue Participant do not have a security interest in any future patent purchases by us.

A detailed description of the Fortress Agreement, the Patent License Agreement and related agreements is set forth in Note 11 to our financial statements contained in Item 1 herein.

We believe our existing cash balances following consummation of the Fortress Agreement will be sufficient to meet our anticipated cash needs to conduct our planned operations for less than 12 months. We hope to consummate one or more patent licenses in the next 3 to 6 months, to increase our cash balances, but the probability and amount of any such licenses are uncertain. We may need significant additional capital to monetize our current patent portfolios and we will need significant additional capital to purchase any new patent portfolios. We may seek to raise additional capital through, among other things, public and private equity offerings and debt financings (to the extent such financings are permissible pursuant to the Fortress Agreement), including through the issuance of an additional promissory note to Fortress pursuant to the terms of the Fortress Agreement. Our future capital requirements will depend on many factors, including our levels of net sales and licensing and the timing and extent of expenditures to support our patent infringement litigation. Additional funds may not be available on terms acceptable to us, or at all. Furthermore, if we issue equity or convertible debt securities to raise additional funds, our existing stockholders may experience dilution, and the new equity or debt securities may have rights, preferences, and privileges senior to those of our existing stockholders. If we incur additional debt, it may increase our leverage relative to our earnings or to our equity capitalization. If adequate working capital is not available when needed, we may be required to significantly modify our business model and operations to reduce spending to a sustainable level. It could cause us to be unable to execute our business plan, take advantage of future opportunities, or respond to competitive pressures or customer requirements. It may also cause us to delay, scale back or eliminate some or all of our research and development programs, or to reduce or cease operations.

In order to implement its business plan and become cash flow positive, management's plan includes raising capital by equity and/or debt financing. However, management cannot provide any assurances that the Company will be successful in accomplishing any of its plans. Management also cannot provide any assurance that unforeseen circumstances will not increase the need for the Company to raise additional capital on an immediate basis. There can be no assurance that we will be able to continue to raise funds if at all, or on terms acceptable to the Company in which case the Company may be unable to continue its operations or to meet its obligations.

As of September 30, 2014, the Company had unrestricted cash and cash equivalents of \$232,448 compared to \$1,518,684 as of December 31, 2013. In addition, as of September 30, 2014, the Company had restricted cash of \$3,500,000 compared to \$0 as of December 31, 2013. The restricted cash of \$3,500,000 is pledged to collateralize the Secured Convertible Notes and cannot be used in support of on-going operations.

The decrease in cash and cash equivalents for the nine months ended September 30, 2014 was primarily attributable to net cash used in operation of \$5,317,200, and net cash used in investing activities of \$5,762,014. The net cash used in operations and investing activities was partially offset by proceeds of \$6,487,850 from private offerings of our common stock and proceeds of \$2,905,128 from issuance of Secured Convertible Notes. The increase in cash and cash equivalents for the nine months ended September 30, 2013 was primarily attributable to proceeds from our redeemable convertible preferred stock, the issuance of Secured Convertible Notes, and the issuance of common stock, partially offset by purchase of patents, and cash used in operating activities.

The Company's operating activities for the nine months ended September 30, 2014 resulted in net cash used of \$5,317,200. Net cash used from operations consisted of a net loss of \$12,335,306, offset by non-cash expenses of depreciation expense of \$5,668, loss on extinguishment of notes payable of \$2,403,193, amortization of discount on notes payable, \$298,885, amortization of patents and acquired contracts, \$1,102,423, and stock-based compensation, \$2,238,184. These non-cash expenses were partially offset by non-cash income of a decrease in fair value of derivative liabilities \$667,448. Changes in operating assets and liabilities provided cash of \$1,637,201, consisting of an increase in accounts payable, \$1,386,113, an increase in accrued expense and other current liabilities of \$549,294, an increase in accrued interest on notes payable, \$73,065, and a decrease in inventory of \$47,294, offset by an increase in prepaid expenses and other current assets, \$155,523, an increase in accounts receivable, \$245,558, and an increase in deposits and other assets, \$17,484.

The Company's operating activities for the nine months ended September 30, 2013 resulted in net cash used of \$1,344,264. Net cash used from operations consisted of a net loss of \$2,430,111, partially offset by amortization of discount on notes payable, \$201,719, amortization of patents and acquired contracts, \$157,097, and stock-based compensation, \$1,166,931. These non-cash expenses were partially offset by non-cash income of a decrease in fair value of derivative liabilities \$536,544. Changes in operating assets and liabilities provided cash of \$96,644, consisting of an increase in accounts payable, \$133,283, an increase in accrued interest on notes payable, \$3,667, offset by an increase in prepaid expenses and other current assets, \$22,757, and an increase in deposits and other assets, \$17,549.

The Company's investing activities resulted in net cash outflows of \$5,762,014 for the nine months ended September 30, 2014, and cash outflows of \$4,189,255 for the nine months ended September 30, 2013. For the nine months ended September 30, 2014, the investing activities consisted of purchases of property and equipment of \$52,186, the issuance of a short-term note receivable to a related party of \$3,000,000, and an increase in restricted cash, \$3,500,000. The Merger resulted in additional net cash of \$790,172. For the nine months ended September 30, 2013, the investing activities consisted \$4,189,255 for the purchases of patents.

The Company's financing activities for the nine months ended September 30, 2014, resulted in net cash provided of \$9,792,978. Net cash was provided by net proceeds of \$6,487,850 from a private offering of common stock, net cash proceeds of \$2,905,128 from issuance of Secured Convertible Notes, proceeds from issuance of notes payable of \$500,000, offset by the repayment of a note to a related party of \$100,000.

The Company's financing activities for the nine months ended September 30, 2013, resulted in net cash provided of \$10,046,869. Net cash was provided by proceeds from issuance of common stock, \$3,548,343, proceeds from issuance of Series A-1 Preferred Stock, \$50,000, proceeds from issuance of Series A-2 Preferred Stock, \$1,498,526, and net cash proceeds from issuance of convertible notes payable, \$4,950,000.

The Company typically structures its patent acquisitions to include an up-front payment to the patent seller, and an ongoing percentage of net revenue (gross revenue from licensing or sales after litigation and other expenses are deducted) received by the Company from its future licensing and enforcement activities. The mixture of fixed payment and ongoing revenue return is intended to appropriately reflect the inherent riskiness of patent asset licensing, the expected significant costs of licensing campaigns, and appropriate returns for such investments. To date, the Company has acquired an aggregate of approximately 760 patents and patent applications for aggregate purchase payments of \$12,109,118. It will be required to pay unconditional guaranteed payments to the sellers of the patents of an aggregate of \$21 million through 2017 (with a net present value of \$17 million). See Note 10 in the Notes to the Company Financial Statements for further information on these guaranteed payments. The sellers of these patents and patent applications retained no control over such assets such that the Company will have sole decision-making power with respect to monetizing such patents and patent applications, subject, however, to any existing encumbrances such as valid licenses, business relationships and standards organization obligations for fair, reasonable and non-discriminatory licensing.

The Company may require additional financing for the purchase of additional patent portfolios and to fund their monetization efforts if new attractive opportunities are found. If Inventegy acquires additional large patent portfolios, in addition to the cost of the upfront purchase fee (if any) it is likely that additional resources (business, technical or legal) may need to be hired to effectively monetize the portfolio. Resources to analyze new portfolios are already part of the current staffing of the Company. Litigation costs are based primarily on a contingent fee structure (expected to average less than 20% of license revenue for a portfolio) and as such do not scale significantly with the acquisition of new portfolios. Due to the current state of the credit markets, the Company is not able to predict with any certainty whether it could obtain debt or equity financing to provide additional sources of liquidity, should the need arise, at favorable rates.

On May 10, 2013, the Company issued an aggregate of \$5,000,000 in principal amount of Senior Secured Notes to several institutional investors. On March 24, 2014, the Company entered into agreements with such investors providing for the exchange of all of the Senior Secured Notes for Amended Secured Convertible Notes convertible for the Company common stock at any time at a fixed price of \$7.50 per share originally, subject to adjustments (currently \$5.30). In addition, the Company borrowed an additional \$3,000,000 and issued the New Secured Convertible Notes. See Note 6 to the Company financial statements for the nine months ended September 30, 2014 for more information regarding the Senior Secured Notes and the Secured Convertible Notes. The outstanding principal and accrued interest on the Secured Convertible Notes were paid back in full on October 2, 2014.

On February 11, 2014, the Company exercised its right of offset of the \$3,000,000 related party receivable and the \$3,000,000 related party promissory note payable. As of September 30, 2014, both the related party receivable and the related party promissory note payable are no longer outstanding.

We have chosen, as allowed under our patent purchase agreement with Panasonic, to defer our first installment payment to Panasonic originally due in October 2014, and instead pay monthly interest on that deferred payment. While, under certain limited circumstances, Panasonic may in the future have the right to terminate the patent purchase agreement due to our failure to make obligated payments, we do not currently anticipate such termination right being available to Panasonic.

Off Balance Sheet Arrangements

None.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

We are a smaller reporting company and therefore are not required to provide the information for this item for Form 10-Q.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

As of the end of the period covered by this Report, our Chief Executive Officer and Chief Financial Officer (the “Certifying Officers”), conducted evaluations of our disclosure controls and procedures. As defined under Sections 13a – 15(e) and 15d – 15(e) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), the term “disclosure controls and procedures” means controls and other procedures of an issuer that are designed to ensure that information required to be disclosed by the issuer in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the Securities and Exchange Commission (“SEC”). Disclosure controls and procedures include without limitation, controls and procedures designed to ensure that information required to be disclosed by an issuer in the reports that it files or submits under the Exchange Act is accumulated and communicated to the issuer’s management, including the Certifying Officers, to allow timely decisions regarding required disclosures.

Based on their evaluation, the Certifying Officers concluded that, as of September 30, 2014, our disclosure controls and procedures were effective.

Changes in internal control over financial reporting.

There were no changes in our internal control over financial reporting that occurred during the quarter ended September 30, 2014 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Limitations on the Effectiveness of Internal Controls

Readers are cautioned that our management does not expect that our disclosure controls and procedures or our internal control over financial reporting will necessarily prevent all fraud and material error. An internal control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within our control have been detected. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any control design will succeed in achieving its stated goals under all potential future conditions. Over time, controls may become inadequate because of changes in conditions, or the degree of compliance with the policies or procedures may deteriorate.

PART II- OTHER INFORMATION

Item 1. Legal Proceedings.

On July 14, 2014, Inventergy, Inc. filed a complaint in the Federal Court for the Eastern District of Texas, against Genband, Inc., infringement of 5 patents owned by Inventergy, Inc. The complaint has now been served, while settlement discussions with Genband, Inc. are continuing.

Item 1A. Risk Factors.

We are a smaller reporting company and are not required to provide the information required by this item.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

On September 23, 2014, we entered into a Share Purchase Agreement with Joseph W. Beyers, our Chairman and Chief Executive Officer, pursuant to which we agreed to issue to Mr. Beyers up to 233,640 shares of our common stock, at a purchase price of \$2.14 per share for aggregate consideration to us of up to \$500,000. Pursuant to the terms of such agreement and concurrently with the execution of the agreement, Mr. Beyers made an initial payment of \$300,000 to us towards the aggregate purchase price. The shares were only to be issued if we did not obtain \$6 million or more in debt financing within ten business days of the execution of the agreement. As a result of the Fortress Agreement we are required to return the \$300,000 in cash previously prepaid by Mr. Beyers and we will not issue any securities as a result of the Share Purchase Agreement.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

None.

Item 5. Other Information.

None.

Item 6. Exhibits.

No.	Description of Exhibit
10.1 *	Revenue Sharing and Note Purchase Agreement, dated October 1, 2014, by and between Inventergy Global, Inc., Inventergy, Inc., DBD Credit Funding, LLC and CF DB EZ LLC.
10.2	Senior Note, dated October 1, 2014, issued jointly by Inventergy Global, Inc. and Inventergy, Inc. to DBD Credit Funding, LLC.
10.3	Patent License Agreement, dated October 1, 2014, by and between Inventergy Global, Inc., Inventergy, Inc. and DBD Credit Funding LLC.
10.4	Patent Security Agreement, dated October 1, 2014, by and between Inventergy Global, Inc., Inventergy, Inc. and DBD Credit Funding LLC.
10.5	Security Agreement, dated October 1, 2014, by and between Inventergy Global, Inc., Inventergy, Inc. and DBD Credit Funding LLC.
10.6	Subscription Agreement, dated October 1, 2014, by and between Inventergy Global, Inc. and DBD Credit Funding LLC.
31.1	Certification of Principal Executive Officer Pursuant to Securities Exchange Act Rules 13a-14(a) and 15(d)-14(a), as adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of Principal Financial Officer Pursuant to Securities Exchange Act Rules 13a-14(a) and 15(d)-14(a), as adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	XBRL Instance Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Labels Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

* Portions of Exhibit 10.1 have been redacted pursuant to a request for confidential treatment. The redacted portions have been separately filed with the Securities and Exchange Commission.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: November 13, 2014

Inventergy Global, Inc.

By: /s/ Joseph W. Beyers

Name: Joseph W. Beyers

Title: Chief Executive Officer

By: /s/ Stephen B. Huang

Name: Stephen B. Huang

Title: Chief Financial Officer

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INVENTERGY GLOBAL, INC.
IRS EMPLOYER IDENTIFICATION NUMBER 62-1482176
Confidential treatment requested with respect to certain portions hereof denoted with
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Exhibit 10.1

*****CONFIDENTIAL TREATMENT REQUESTED*****

**Note: Confidential treatment requested with respect to certain portions hereof
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REVENUE SHARING AND NOTE PURCHASE AGREEMENT

(INVENTERGY)

DATED AS OF OCTOBER 1, 2014

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Schedule 4.5(g)	Patent Litigation; Reissues and Oppositions
Schedule 4.6	Material Agreements
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Schedule 9.3	Notices
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Exhibit H	Subscription Agreement
Exhibit I	Newco LLC Agreement

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REVENUE SHARING AND NOTE PURCHASE AGREEMENT

This REVENUE SHARING AND NOTE PURCHASE AGREEMENT (this “Agreement”) is dated as of October 1, 2014 by and among Inventergy Global, Inc., a Delaware corporation (“Parent”) and Inventergy, Inc. (“Owner”, and, collectively, the “Company”), and DBD Credit Funding, LLC as collateral agent (the “Collateral Agent”), each Person listed on Schedule 2.1 hereto (the “Revenue Participants”) and each Person listed on Schedule 2.2 hereto (the “Note Purchasers” and, together with the Revenue Participants, the “Purchasers”).

RECITALS

WHEREAS, the Revenue Participants wish to acquire, and the Company has agreed to grant, an interest in certain of the Company’s future revenues from its patent portfolio subject to payment of the purchase price and other conditions specified herein, which future revenues are inherently risky and uncertain as to both amount and timing; and

WHEREAS, the Note Purchasers have agreed to purchase from the Company, and the Company has agreed to issue and sell to the Purchasers, up to \$11,000,000 in aggregate original principal amount of the Company’s senior secured notes (the “Notes”) in the form of Exhibit A hereto, subject to the terms of this Agreement,

WHEREAS, the Purchaser and the Company may agree in future to the issuance and sale of up to \$5,000,000 in aggregate original principal amount of Notes and additional interests in the Company’s future revenues from its patent portfolio;

NOW THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I
DEFINITIONS**

1.1. Certain Defined Terms. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings set forth in Appendix I.

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1.2. Other Interpretative Provisions. Unless otherwise specified, all references to “\$”, “cash”, “dollars” or similar references shall mean U.S. dollars, paid in cash or other immediately available funds. The definitions set forth in this Agreement are equally applicable to both the singular and plural forms of the terms defined. The words “*hereof*”, “*herein*”, and “*hereunder*” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All references to time of day herein are references to New York, New York time (daylight or standard, as applicable) unless otherwise specifically provided. Where the character or amount of any asset or liability or item of income or expense is required to be determined or any consolidation or other accounting computation is required to be made for the purposes of this Agreement, it shall be done in accordance with GAAP except where such principles are inconsistent with the specific provisions of this Agreement. References in this Agreement to an Appendix, Exhibit, Schedule, Article, Section, clause or subclause refer (A) to the appropriate Appendix, Exhibit or Schedule to, or Article, Section, clause or subclause in this Agreement or (B) to the extent such references are not present in this Agreement, to the Document in which such reference appears. The term “including” is by way of example and not limitation. The word “or” is not exclusive. In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding”; and the word “through” means “to and including.” The term “documents” includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form. All references to any Person shall be constructed to include such Person’s successors and assigns (subject to any restriction on assignment set forth herein). Unless otherwise expressly provided herein, references to any law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such law.

**ARTICLE II
CLOSING AND TERMS OF THE REVENUE STREAM AND NOTES**

2.1. The Revenue Stream.

2.1.1. Purchase of the Revenue Stream. On the Closing Date, subject to the satisfaction of the conditions set forth in Section 3.1, and against the payment of an aggregate purchase price of *** allocated as set forth on Schedule 2.1, the Company hereby grants, and the Revenue Participants hereby acquire the Revenue Stream. The rights of the Revenue Participants to the Revenue Stream shall be secured pursuant to the Collateral Documents, junior in priority to the rights of the Note Purchasers.

2.1.2. Payments to Revenue Participants. Following payment in full of the Note Obligations, the Company shall pay to the Revenue Participants their proportionate share, in accordance with Schedule 2.1, of the Revenue Stream; *provided*, that the Company shall instruct any payors to deposit Monetization Revenues, per Section 6.11, directly into the Cash Collateral Account. Any applicable payments by the Company to Revenue Participants shall be made monthly on the last Business Day of each month with respect to any Monetization Revenues received through the last Business Day of the prior month. Except to the extent that the Collateral Agent is enjoined or stayed from distributing any such Monetization Revenues by action brought by the Company, such direct deposit in the Cash Collateral Account by payors shall constitute timely payment by the Company. For the avoidance of doubt, prior to the payment in full of the Note Obligations, all Monetization Net Revenues shall be applied by the Company or the Collateral Agent, as the case may be, in accordance with Section 2.2.4, including the payment of principal, interest and any applicable premiums or fees on the Note Obligations (inclusive of payments owed pursuant to Sections 9.1(ii)-(iv) or 9.2, and shall not be shared with any Revenue Participants as a payment in respect of the Revenue Stream.

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2.2. The Notes.

2.2.1. Purchase and Sale of the Notes. On the Closing Date, subject to satisfaction of the conditions set forth in Section 3.1, the Company agrees to issue and sell, and each Note Purchaser agrees to purchase, for the purchase price set forth on Schedule 2.2 and in accordance with the percentages set forth on Schedule 2.2, Notes in an aggregate original principal amount of \$11,000,000.

2.2.2. Interest on the Notes. The unpaid principal amount of the Notes (including any PIK Interest) shall bear cash interest at a rate equal to LIBOR plus 7% per annum plus 3% per annum of PIK interest (defined below); *provided* that upon and during the continuance of an Event of Default under Section 7.1.1, the cash interest rate shall increase by an additional 2% per annum. Interest on the Notes shall be paid on the last Business Day of each calendar month (the “Interest Payment Date”), starting with the calendar month ending October 31, 2014. Such interest shall be paid in cash except that 3.00% per annum of the interest due on each Interest Payment Date shall be paid-in-kind, by increasing the principal amount of the Notes by the amount of such interest, effective as of the applicable Interest Payment Date (“PIK Interest”). PIK Interest shall be treated as principal of the Note for all purposes of interest accrual or calculation of any premium.

2.2.3. Fees; Prepayment Premium.

2.2.3.1. At the Closing Date, the Company shall pay to the Purchasers a structuring fee equal to \$385,000 (consisting of 3.5% of the original principal amount of the Notes), which amount shall be netted out of the funding at the Closing Date.

2.2.3.2. Upon the earlier of the date on which the Note Obligations are paid in full, or become due (whether at the Maturity Date or upon acceleration), the Company shall pay to the Note Purchasers a termination fee equal to \$770,000 (consisting of 7.0% of the original principal amount of the Notes).

2.2.4. Payment of the Notes.

2.2.4.1. Payment at Maturity. The principal of the Notes and all unpaid interest thereon or other amounts owing hereunder shall be paid in full in cash on September 30, 2017 (the “Maturity Date”). If the Maturity Date is not a Business Day, such payment shall be due on the next following Business Day.

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2.2.4.2. Optional Prepayments. In addition to being required to make Mandatory Prepayments as required under Section 2.2.4.4, the Company may prepay the Notes from time to time in whole or in part, without penalty or premium, except that any optional prepayments of the Notes prior to the first anniversary of the Closing Date shall be accompanied by a prepayment premium equal to 5.00% of the principal amount prepaid. Any such prepayment shall include accrued and unpaid interest on the amount prepaid.

2.2.4.3. Amortization. Commencing on the last Business Day of October, 2015, the Company shall make monthly amortization payments on the Notes in an amount, as of the date of such payment, equal to (x) the then outstanding principal amount divided by (y) the number of months left until the Maturity Date. The amount of the monthly amortization payment shall be calculated by the Company, and provided to the Collateral Agent for review, initially prior to the first such payment and recalculated following any optional or mandatory prepayment.

2.2.4.4. Mandatory Prepayments. Upon receipt of any Monetization Revenues, the Company or the Collateral Agent, as the case may be, shall apply 85% of such Monetization Net Revenues to the payment of accrued and unpaid interest on, and then to repay outstanding principal of, and any fees with respect to, the Notes until all Note Obligations have been paid in full. Payments by the Company on the Notes shall be made monthly on the last Business Day of each month with respect to Monetization Revenues received through the last Business Day of the prior month. For the avoidance of doubt, mandatory prepayments are not subject to any prepayment premium.

2.2.4.5. Application of Payments. Payments on the Notes shall be applied in the following order, first to any then outstanding expenses or other amounts owing pursuant to Article 9; second, to accrued and unpaid interest (excluding PIK Interest); third to principal; fourth to any prepayment premium on the principal so repaid; and finally, after all principal of the Notes and any prepayment premium, has been paid in full, to the termination fee. Optional and mandatory repayments shall reduce required amortization payments pro rata.

2.3. Monetization Revenues. All Monetization Revenues received by the Company or deposited in the Cash Collateral Account shall be applied so that 86% of Monetization Net Revenues are applied to the Note Obligations until paid in full; provided, that 100% of the Monetization Net Revenues received since the last Business Day of the preceding month shall be applied to pay any past due Note Obligations, including in the event of acceleration of the Notes. Following payment in full of the Note Obligations, the Applicable Percentage of the Monetization Net Revenues received following the payment in full of the Note Obligations shall be paid to the Revenue Participants for application to the Revenue Stream, in accordance with Section 2.1.2 and Schedule 2.1, until fully satisfied; provided that in the event of an acceleration of the Revenue Stream, 100% of the Monetization Net Revenues received since the last Business Day of the preceding month shall be applied to pay the remaining balance of the Revenue Stream. The Company, after payment in full of the Note Obligations, may prepay any or all of the remaining balance of the Revenue Stream (as defined with respect to the applicable time of such payment in the definition of Revenue Stream). In the event of an ***, 100% of Net Revenues shall be applied to the payment of the Note Obligations and, following the payment in full of the Note Obligations, to the Revenue Stream, pending ***, which, if and to the extent that ***, then the Net Revenues applied after such determination to payment of the Note Obligations or the Revenue Stream shall revert to the Applicable Percentages per the terms of this Agreement as if *** had not occurred, and any amounts then due back to the Company will be treated as prepayments of the Note Obligations, or if the Note Obligations have been paid in full, of the Revenue Stream.

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2.4. Purchase Price Allocation. The Company and the Purchasers agree that, for purposes of Sections 305 and 1271 through 1275 of the Code or any other jurisdiction, the aggregate purchase price of the Notes shall be *** and the aggregate purchase price of the Revenue Stream shall be ***, and that such purchase prices shall be used by the Company and each Purchaser for all financial reporting and income tax reporting purposes.

2.5. Taxes. Any and all payments by the Company with respect to any Notes or the Revenue Stream shall be made free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings in any such case imposed by the United States or any political subdivision thereof, excluding taxes imposed or based on the recipient Purchaser's overall net income, and franchise or capital taxes imposed on it in lieu of net income taxes (all such non-excluded taxes, levies, imposts, deductions, charges, withholdings and liabilities in respect of payments hereunder being hereinafter referred to as "Taxes"). If the Company shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder or under any Notes to any Purchaser, (i) the sum payable shall be increased as may be reasonably necessary so that after making all required deductions for taxes (including deductions for taxes applicable to additional sums payable under this Section 2.5) such Purchaser receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Company shall make such deductions and (iii) the Company shall remit the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law. Within 30 days after the date of any payment of such Taxes (or, if later, promptly upon a receipt becoming available), the Company shall furnish to the Purchasers the original or certified copy of a receipt evidencing payment thereof. If the Company or any Purchaser shall subsequently receive a refund or tax credit for any such Taxes withheld as to which the Purchaser has been made whole pursuant to the preceding procedure, any such refund or credit shall be for the sole account of the Company.

2.6. Manner and Time of Payment. All payments to the Note Purchasers or the Revenue Participants (or the Cash Collateral Account, as the case may be) shall be made by wire transfer or other same day funds, without set off, not later than 2:00 p.m. on the day such payment is due, in accordance with the payment instructions set forth on Schedule 2.6.

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2.7. Patent License. Effective as of the earlier of (x) the date that is 365 days after the Closing Date or (y) the occurrence of an Event of Default, the Company shall grant to the Collateral Agent, for the benefit of the Secured Parties, a non-exclusive, royalty free, license (including the right to grant sublicenses) with respect to the Patents, which shall be evidenced by, and reflected in, the Patent License Agreement, which shall be delivered at Closing. The Patent License Agreement shall terminate upon payment in full of the Note Obligations and the Revenue Stream and as otherwise specified in the Patent License Agreement, but any sublicenses granted prior to any termination of this Agreement (except to Collateral Agent or its affiliates) shall survive according to the respective terms and conditions of such sublicenses. The Collateral Agent and the Secured Parties agree that the Collateral Agent shall only use such license following the occurrence and during the continuance of an Event of Default.

2.8. Additional Fundings

2.8.1. It is contemplated that the Company may subsequently request that the Purchasers acquire up to \$5,000,000 in additional Notes, and further acquire additional interests in the Company’s Monetization Revenues. If the Company shall make such request, and if the Purchasers agree, in their sole discretion, to provide such additional funding to the Company, this Agreement shall be amended in a manner satisfactory to the Company and the Purchasers to reflect the economic and other terms and conditions of such additional funding, which terms and conditions shall be satisfactory to the Company and the Purchasers. In particular, it is contemplated that to the extent that such incremental funding occurs, the additional Notes and participation in the Monetization Revenues will have substantially the same economic terms as those issued as of the Closing Date (e.g., will contemplate the same rate, percentage fees, etc. and will provide for a proportional additional share of Monetization Net Revenues.)

2.8.2. In addition, if and to the extent that the Company breaches its obligations under Section 6.14 to timely pay amounts due under its Patent Purchase Agreements, the Purchasers shall have the option (but no obligation) to advance directly to the applicable seller under such Patent Purchase Agreement any such past due amounts. If and to the extent that the Purchasers elect to make such advances, this Agreement shall be amended in a manner satisfactory to the Purchasers (and the Company shall be deemed to have irrevocably consented to such amendment) so as to reflect the economics of such additional funding, which shall be on economic terms that are substantially the same as the Notes and Revenue Stream issued at Closing (but with a maturity date and return threshold deadlines that are consistent with the Notes and Revenue Stream issued at Closing).

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**ARTICLE III
CONDITIONS PRECEDENT**

3.1. Conditions to Closing. The obligation of each Revenue Participant to purchase its respective pro rata share of the Revenue Stream and the obligation of each Note Purchaser to purchase its respective pro rata share of the Notes on the Closing Date is subject to the satisfaction of the conditions set forth in this Section 3.1:

3.1.1. Deliveries. The Company (and each of its Subsidiaries, as applicable) shall have delivered to each Purchaser and the Collateral Agent fully executed (where applicable) copies of the following:

- 3.1.1.1. this Agreement;
- 3.1.1.2. the Notes;
- 3.1.1.3. the Security Agreement;
- 3.1.1.4. the Patent License Agreement;
- 3.1.1.5. the Patent Security Agreement;
- 3.1.1.6. the Certificate of Designation;
- 3.1.1.7. the Proxy;
- 3.1.1.8. the Voting Agreement; and
- 3.1.1.9. Series F Stock Certificate in Inventergy, Inc.

3.1.1.10. (i) a copy of the certificate or articles of incorporation, certificate of formation, limited liability company agreement or other constitutive document, including all amendments thereto, of the Company, certified as of a recent date by the Secretary of State of the state of its organization and a certificate as to the good standing of the Company as of a recent date, from such Secretary of State (or, in each case, a comparable governmental official, if available); (ii) a certificate of the Secretary or Assistant Secretary of the Company, dated the Closing Date and certifying (A) that attached thereto is a true and complete copy of the by-laws and any limited liability company agreement of the Company as in effect on the Closing Date and at all times since a date prior to the date of the resolutions described in clause (B) below, (B) that attached thereto is a true and complete copy of resolutions duly adopted by the board of directors or managers of the Company authorizing the execution, delivery and performance of the Documents, and that such resolutions and consents have not been modified, rescinded or amended and are in full force and effect, (C) that the certificate or articles of incorporation of the Company or the applicable subsidiary have not been amended since the date of the last amendment thereto shown on the certificate of good standing furnished pursuant to clause (i) above, and (D) as to the incumbency and specimen signature of each officer executing this Agreement or any other Document on behalf of the Company; and (iii) a certificate of another officer as to the incumbency and specimen signature of the Secretary or Assistant Secretary executing the certificate pursuant to clause (ii) above;

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3.1.1.11. an opinion of counsel for the Company addressed to the Collateral Agent and each other party hereto in customary form and otherwise in form and substance reasonably satisfactory to the Collateral Agent;

3.1.1.12. an officer’s certificate from an Authorized Officer of the Company certifying that the condition set forth in Section 3.1.2 has been satisfied;

3.1.1.13. all documentation and other information about the Company requested by the Revenue Participants or the Note Purchasers or the Collateral Agent under applicable “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act; and

3.1.1.14. evidence satisfactory to the Purchasers that the Existing Notes has been fully repaid (or will be paid, by direct wire, with the proceeds of the Notes and Revenue Share) and all Liens securing such Indebtedness released (or agreed to be released by the Collateral Agent pursuant to a payoff letter acceptable in form and substance to the Purchasers.)

3.1.2. Representations and Warranties; No Default. The representations and warranties contained in this Agreement and the other Documents shall be true and correct in all material respects, and there shall exist no Default or Event of Default, including after giving effect to the transactions contemplated herein.

3.1.3. Consummation of Purchase of Common Stock. The Subscription Agreement shall have been executed and delivered and shares of Parent Common Stock sold to the Purchasers as contemplated thereby.

3.1.4. Fees and Expenses. The structuring fee and the expenses of the Purchasers and the Collateral Agent invoiced as of the Closing Date shall have been paid in full, in cash; which sums shall be acknowledged to have been received by the Company but applied by the Purchasers at Closing.

3.1.5. Due Diligence. The Purchasers shall have completed their due diligence, and shall be satisfied with the results thereof, in their sole judgment.

3.1.6. Senior Lien. The Purchasers shall be satisfied that, after giving effect to the Collateral Documents and to the making of any filings contemplated thereby, including, without limitation, UCC filings and filings in the United States Patent and Trademark Office, the Collateral Agent will have a first priority perfected lien in the Patents registered in the United States and on all other material assets of the Company and its Subsidiaries.

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3.1.7. W-9. The Purchasers shall have delivered completed Forms W-9 (or applicable equivalent) to the Company.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE COMPANY**

In order to induce the Revenue Participants to purchase the Revenue Stream and the Note Purchasers to purchase the Notes, the Company hereby represents and warrants to the Purchasers as of the Closing Date that:

4.1. Organization and Business. The Company is (a) a duly organized and validly existing corporation or limited liability company, (b) in good standing under the laws of the jurisdiction of its incorporation or organization, and (c) has the power and authority, corporate or otherwise, necessary (i) to enter into and perform this Agreement and the Documents to which it is a party, and (ii) to carry on the business now conducted or proposed to be conducted by it. Schedule 4.1 sets forth all of the Company's Subsidiaries and each other entity in which the Company holds an interest, directly or indirectly, and sets forth the ownership of all equity securities of each such Subsidiary or other entity (including joint venture, membership or partnership interests, and including convertible securities, options or warrants).

4.2. Qualification. The Company and each of its Subsidiaries is duly and legally qualified to do business as a foreign corporation or limited liability company and is in good standing in each state or jurisdiction in which such qualification is required and is duly authorized, qualified and licensed under all laws, regulations, ordinances or orders of public authorities, or otherwise, to carry on its business in the places and in the manner in which it is conducted.

4.3. Operations in Conformity with Law, etc. The operations of the Company and each of its Subsidiaries as now conducted or proposed to be conducted are not in violation in any material respect of, nor is the Company or any of its Subsidiaries in default in any material respect under, any Legal Requirement.

4.4. Authorization and Non-Contravention. The Company and each of its Subsidiaries has taken all corporate, limited liability or other action required to execute, deliver and perform this Agreement and each other Document. All necessary consents, approvals and authorizations of any governmental or administrative agency or any other Person of any of the transactions contemplated hereby shall have been obtained and shall be in full force and effect. This Agreement and each other Document does not (i) contravene the terms of any of the Company's Organization Documents, (ii) conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (x) any Contractual Obligation of the Company or its applicable Subsidiaries or (y) any material order, injunction, writ or decree of any Governmental Authority or any arbitral award to which the Company or any such Subsidiary is subject or (iii) violate any Legal Requirement.

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4.5. Intellectual Property. As of the Closing Date,

- (a) Owner is the entire, valid, sole and exclusive beneficial owner of all right, title and interest to all of the Patents, including the right to sue for past, present and future infringement of the Patents, with good and marketable title.
- (b) The Patents are free and clear of any and all Liens other than any Existing Encumbrances that would not otherwise constitute a breach of Sections 4.5(c), (d) or (k).
- (c) ***.
- (d) ***.
- (e) Owner is listed as record owner of all of the Patents in the United States Patent and Trademark Office ***.
- (f) All of the granted Patents indicated are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and none of the Patents are at this time the subject to any challenge to their validity or enforceability. To the knowledge of the Company, the granted Patents are valid and enforceable.
- (g) Except as set forth on Schedule 4.5(g), the Company has no notice of any lawsuits, actions or opposition, cancellation, revocation, re-examination or reissue proceedings commenced or threatened with reference to any of the Patents.
- (h) There are no overdue amounts owed to Nokia Corporation under Section 4.1 of the Nokia PPA.
- (i) There are no “Guaranteed Payments” outstanding whose payment is required to avoid triggering any re-purchase right of Panasonic Corporation under the Panasonic PPA.
- (j) Except as set forth in Section 4.2 of the Panasonic PPA, there are no existing contracts, agreements, options, commitments, or rights with, to, or in any person to acquire any of the Patents.
- (k) The Patents acquired by Owner from Huawei Technologies Co., Ltd. under the Patent Rights Assignment Agreement, dated as of May 15, 2003 (“Huawei PRAA”), are subject only to the existing license agreements granted to the parties set forth on Exhibit C to the PRAA, and the terms of Sections 3.3, 3.4, 3.5, 3.6, 3.7, and 3.8 of the Huawei PRAA. Otherwise, such Patents are not subject to any license, sublicense, covenant not to sue, other immunity from suit under the Patents, or any other right of any kind that would materially restrict or impair the ability of Owner to pursue Monetization Activities. Other than as provided for by Sections 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, and 5.5 of the Huawei PRAA, no prior owner of such Patents or other third party has the right to grant any license, sublicense, covenant not to sue, other immunity from suit under the Patents, or any other right of any kind that would materially restrict or impair the ability of Owner to pursue Monetization Activities.

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4.6. Material Agreements. Schedule 4.6 sets forth each agreement relating to the purchase or other acquisition of any Patent, including seller notes issued in connection with such acquisition, and any other material agreement relating to any Patent (other than the Existing Encumbrances). Each such agreement is in full force and effect for the benefit of the Company and to the knowledge of the Company there are no material defaults under any such agreement except as listed in Schedule 4.6.

4.7. Margin Regulations. The Company is not engaged, nor will it engage, principally or as one of its important activities, in the business of purchasing or carrying Margin Stock, or extending credit for the purpose of purchasing or carrying Margin Stock, and the Notes will not be used for any purpose that violates Regulation U of the Board of Governors of the United States Federal Reserve System.

4.8. Investment Company Act. The Company is not, and is not required to be, registered as an “investment company” under the Investment Company Act of 1940.

4.9. USA PATRIOT Act, FCPA and OFAC.

4.9.1. To the extent applicable, the Company is in compliance, in all material respects, with (i) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto and (ii) the USA Patriot Act.

4.9.2. No part of the proceeds of the Notes or the purchase price for the Revenue Stream will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

4.9.3. None of the Company nor, to the knowledge of the Company, any director, officer, agent, employee or controlled Affiliate of the Company, is currently the subject of any U.S. sanctions program administered by the Office of Foreign Assets Control of the United States Department of the Treasury (“OFAC”); and the Company will not directly or indirectly use the proceeds of the Notes or otherwise make available such proceeds to any Person, for the purpose of financing the activities of any Person currently the subject of any U.S. sanctions program administered by OFAC, except to the extent licensed or otherwise approved by OFAC.

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4.10. No Default. No Default or Event of Default exists or would result from the incurring of any Obligations by the Company or the grant or perfection of Liens on the Collateral. The Company is not in default under or with respect to any Contractual Obligation in any respect which, individually or together with all such defaults, would reasonably be expected to have a Material Adverse Effect.

4.11. Binding Effect. This Agreement and each other Document constitute the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability.

4.12. Disclosure. No report, financial statement, certificate or other written information furnished by or on behalf of the Company (other than projected financial information, *pro forma* financial information and information of a general economic or industry nature) to any Purchaser or the Collateral Agent in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or any other Document (as modified or supplemented by other information so furnished) when taken as a whole contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein (when taken as a whole), in the light of the circumstances under which they were made, not materially misleading. With respect to projected financial information and *pro forma* financial information, the Company represents that such information was prepared in good faith based upon assumptions believed to be reasonable at the time of preparation; it being understood that such projections may vary from actual results and that such variances may be material.

**ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS AND COLLATERAL AGENT**

Each Purchaser, for itself and for no other Purchaser, and the Collateral Agent hereby represents and warrants to the Company as of the Closing Date:

5.1. Authority. The Purchaser and the Collateral Agent, as the case may be, has the power and authority, corporate or otherwise, necessary to enter into and perform this Agreement and the Documents to which it is a party.

5.2. Binding Effect. This Agreement and each other Document constitute the legal, valid and binding obligations of the Purchaser and the Collateral Agent, enforceable against the Purchaser or the Collateral Agent as the case may be in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability.

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5.3. Investment Intent. The Purchaser understands that the Note, to the extent constituting a security, is a “restricted security” and has not been registered under the Securities Act or any applicable state securities law and is acquiring the Note as principal for its own account and not with a view to or for distributing or reselling the Note or any part thereof in violation of the Securities Act or any applicable state securities laws. The Purchaser does not presently have any agreement, plan or understanding, directly or indirectly, with any Person to distribute or effect any distribution of the Note (or any securities which are derivatives thereof) to or through any person or entity, in each case, other than transfers or distributions to an Affiliate of such Purchaser.

5.4. Experience of the Purchaser. The Purchaser has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Note, and has so evaluated the merits and risks of such investment. The Purchaser is able to bear the economic risk of an investment in the Note and, at the present time, is able to afford a complete loss of such investment. The Purchaser understands that its investment in the Note involves a significant degree of risk.

5.5. Access to Information. The Purchaser acknowledges that it has been afforded (i) the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, representatives of the Company concerning the terms and conditions of the offering of the Note and the merits and risks of investing in the Note; (ii) access to information about the Company and its subsidiaries and their respective financial condition, results of operations, business, properties, management and prospects sufficient to enable it to evaluate its investment; and (iii) the opportunity to obtain such additional information that the Company possesses or can acquire without unreasonable effort or expense that is necessary to make an informed investment decision with respect to the investment. The Purchaser has sought such accounting, legal and tax advice as it has considered necessary to make an informed decision with respect to its acquisition of the Note.

5.6. Reliance on Exemptions. The Purchaser understands that the Notes are being offered and sold to it in reliance on specific exemptions from the registration requirements of U.S. federal and state securities laws and that the Company is relying in part upon the truth and accuracy of, and the Purchaser’s compliance with, the representations, warranties, agreements, acknowledgements and understandings of the Purchaser set forth herein in order to determine the availability of such exemptions and the eligibility of the Purchaser to acquire its Note.

**ARTICLE VI
COVENANTS**

Until all of the Company’s obligations with respect to the Notes and the Revenue Stream, have been paid in full in cash, the Company shall comply with the covenants set forth in this Article VI.

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6.1. Taxes and Other Charges. The Company shall duly pay and discharge, or cause to be paid and discharged, before the same becomes in arrears, all taxes, assessments and other governmental charges imposed upon the Company and its properties, sales or activities, or upon the income or profits therefrom; *provided, however*, that any such tax, assessment, charge or claim need not be paid if the validity or amount thereof shall at* the time be contested in good faith by appropriate proceedings and if the Company shall, in accordance with GAAP, have set aside on its books adequate reserves with respect thereto; *provided, further*, that the Company shall pay or bond, or cause to be paid or bonded, all such taxes, assessments, charges or other governmental claims immediately upon the commencement of proceedings to foreclose any Lien which may have attached as security therefor (except to the extent such proceedings have been dismissed or stayed).

6.2. Conduct of Monetization Activities; Reporting and Consultation.

6.2.1. The Company shall undertake its best efforts to diligently pursue the monetization of the Patents, and shall provide reasonable regular updates to the Purchasers and their advisors, and shall consult with Purchasers and their advisors on request, as to its Monetization Activities, including providing the Purchasers with a summary of any material litigation relating to the Patents or the Monetization Activities, copies of material correspondence, pleadings, judgments, orders, licenses, settlement agreements or other documents reasonably requested by the Majority Purchasers, and, no later than the 15th day of every month, a report calculating in detail its Monetization Revenues for the prior month, in each case in form and substance reasonably satisfactory to the Majority Purchasers. Subject to the preservation of any privilege and confidentiality requirements, the Company shall authorize and direct any legal counsel or consultant engaged by it to discuss the status of the Company's Monetization Activities with the Purchasers and the Collateral Agent, provided that the Company has the reasonable opportunity to have at least one Company representative present, in person or by telephone, for any such discussions.

6.2.2. Notwithstanding Section 6.2.1, Section 6.5 or Section 6.6, but subject to compliance with Section 6.9.3, the Company shall not be required to breach any contractual obligation of confidentiality or to jeopardize any legal privilege.

6.3. Maintenance of Existence. The Company shall do all things necessary to preserve, renew and keep in full force and effect and in good standing its legal existence and authority necessary to continue its business.

6.4. Compliance with Legal Requirements. The Company shall comply in all material respects with all valid then existing Legal Requirements applicable to it, except where compliance therewith shall at the time be contested in good faith by appropriate proceedings.

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6.5. Notices; Reports.

6.5.1. Certain Notices; Reports. The Company shall furnish to each of the Note Purchasers and Revenue Participants:

6.5.1.1. Promptly, notice of any dispute, litigation, investigation, suspension or any administrative or arbitration proceeding by or against the Company for an amount in excess of \$500,000 or affecting the Company's ownership rights with respect to the Patents;

6.5.1.2. promptly upon acquiring knowledge thereof, the existence of any Default or Event of Default, specifying the nature thereof and what action the Company has taken, is taking or proposes to take with respect thereto; and

6.5.1.3. promptly, and in any event within 10 Business Days, such additional business, financial, corporate affairs and other information as the Majority Purchasers may reasonably request.

Each notice pursuant to this Section shall be accompanied by a statement by an Authorized Officer of the Company, on behalf of the Company, setting forth details of the occurrence referred to therein (including, if applicable, describing with particularity any and all clauses of this Agreement or the Other Documents that may have been breached), and, subject to any requirement of privilege, stating what action the Company or other Person proposes to take with respect thereto and at what time.

6.5.2. In the event that the Company receives notice, or becomes aware, of *** would constitute a *** contained in ***, in addition to the remedies set forth in any Document, the Company shall give immediate notice thereof to the Purchasers and the Collateral Agent, with reasonable detail concerning the basis for ***, of the Company's intended approach to addressing such ***. The Company shall provide periodic updates of its progress in resolving *** to the Purchasers. Upon the final resolution or withdrawal of any such ***, the Company shall provide notice of such resolution or withdrawal, with supporting documentation, to the Purchasers. ***.

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6.6. Information and Access Rights.

6.6.1. Upon reasonable request of the Majority Purchasers (and requests made not more often than quarterly shall be deemed reasonable), the Company shall permit any Purchaser and any Purchaser's duly authorized representatives and agents to visit and inspect any of its property, corporate books, and financial records related to the Patents, to examine and make copies of its books of accounts and other financial records related to the Patents and its Monetization Activities and Monetization Revenues, and to discuss its affairs, finances, and accounts with, and to be advised as to the same by, its managers, officers, employees and independent public accountants (and by this provision the Company hereby authorizes such accountants to discuss with the Purchasers the finances and affairs of the Company so long as (i) an officer or manager of the Company has been afforded a reasonable opportunity to be present for such discussion and (ii) such accountants shall be bound by standard confidentiality obligations), in each case related to the Patents and the Monetization Activities and Monetization Revenues. In addition, upon request of the Majority Purchasers from time to time, and subject to any claims of privilege, the Company shall provide the Purchasers with a status update of any material development in any litigations or any administrative or arbitration proceeding related to the Patents. All costs and expenses reasonably incurred by the Purchasers and their duly authorized representatives and agents in connection with the exercise of the Purchasers' rights pursuant to this Section 6.6 shall be paid by the Company.

6.6.2. The Purchasers acknowledge that in connection with their information and access rights under this Agreement, the Company may be required to provide information that may be deemed to be material non public information; provided that the Company agrees to clearly identify any such information prior to delivery and to request and obtain Purchaser confirmation prior to such delivery that the Purchasers wish to receive such information notwithstanding that it may constitute material non public information. The Purchasers and the Company agree to work together in good faith to establish procedures for the handling of information that may constitute material non public information, including procedures that enable the Purchasers to evaluate from time to time the extent to which they are prepared to receive material non public information by the Company and as to which of such information will be subject to periodic "cleansing disclosure" and/or the establishment of "trading windows" in order to achieve the Purchasers' objectives of remaining reasonably informed of the Company's Monetization Activities and available to consult with the Company regarding such activities, while not being unreasonably restricted in public trading of common stock of the Company. For the avoidance of doubt, subject to the Company not providing the Purchasers with any information that it is not prepared to disclose to the public without first providing a written notice to the Purchasers identifying, with specificity, which information is subject to such restriction, the Company shall have no obligation to any Purchaser to disclose information to the public, whether by press release or SEC filing, that it is not otherwise obligated to disclose at such time pursuant to the Securities Exchange Act of 1934 and the regulations of the SEC promulgated thereunder.

6.7. Indebtedness. The Company shall not create, incur, assume or otherwise become or remain liable with respect to any Indebtedness that is secured by the Patents or any rights related thereto (other than the obligations to vendors of the Patents that are set forth on Schedule 4.5). The Company shall not incur any other Indebtedness, except for:

6.7.1. Indebtedness in respect of the Obligations;

6.7.2. unsecured trade payables that are not evidenced by a promissory note and are incurred in the Ordinary Course of Business;

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6.7.3. the existing Indebtedness set forth on Schedule 6.7;

6.7.4. additional unsecured Indebtedness that is subordinated to the rights of the Purchasers under this Agreement pursuant to an agreement in form and substance satisfactory to the Majority Purchasers; and

6.7.5. additional Indebtedness secured solely by patent assets purchased after the Closing Date that is subordinated to the rights of the Purchasers under this Agreement pursuant to an agreement in form and substance satisfactory to the Majority Purchasers (“New Secured Indebtedness”); provided that the Purchasers shall have been provided a right of first refusal to provide such New Secured Indebtedness and shall have either waived such right or shall have provided such New Secured Indebtedness; provided that the Purchasers shall use commercially reasonable efforts to respond promptly to any such offered right of first refusal.

6.8. Liens. The Company shall not create, incur, assume or suffer to exist any Lien upon any Patent or any Monetization Revenues other than the following (“Permitted Liens”):

6.8.1. Liens securing the Obligations,

6.8.2. the Existing Encumbrances and other non-exclusive licenses that are entered into pursuant to the Company’s Monetization Activities and otherwise in compliance with this Agreement;

6.8.3. Liens securing New Secured Indebtedness; and

6.8.4. Tax and other statutory or involuntary Liens, in each case arising in the Ordinary Course of Business for amounts not yet due or that are being contested in good faith and, in the case of Liens in favor of attorneys or consultants, are not securing claims in excess of amounts that the Company is retaining under this Agreement (i.e., that the Company is not required to apply to the Note Obligations or the Revenue Stream).

6.9. Management of Patents and Patent Licenses.

6.9.1. Dispositions. The Company shall not make any Disposition of any Patents or of any equity interests in Owner other than (i) entering into settlement agreements or non-exclusive licensing arrangements with respect to the Patents in pursuit of the Monetization Activities, (ii) sales of the Company’s proprietary hardware and software products in the ordinary course of business *provided*, for the avoidance of doubt, that no such arrangements shall permit the use of any Patents other than as required for the sale of such products; (iii) the entry into exclusive license agreements or sales of Patents with the written consent of the Majority Purchasers, such consent not to be unreasonably withheld, conditioned or delayed; and (iv) the entry into contingency, revenue sharing or profit sharing arrangements with additional law firms, consultants or other professionals to the extent such arrangements are not inconsistent with the Purchasers’ rights in respect of the Monetization Revenues hereunder. For the avoidance of doubt, nothing in the foregoing shall be construed to prohibit Company from replacing or dividing existing agreements under substantially equivalent, or more favorable to the Company, financial and other terms than the Existing Encumbrances or such existing agreements. For the avoidance of doubt, proceeds of any Disposition of any Patents, or of any equity interest in Owner, shall constitute Monetization Revenues.

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6.9.2. Preservation of Patents. Except to the extent consented to by the Collateral Agent (such consent not to be unreasonably withheld, conditioned or delayed), (a) the Company shall, at its own expense, take all reasonable steps to pursue the registration and maintenance of each Patent and shall take all reasonably necessary steps to preserve and protect each Patent and (b) the Company shall not do or permit any act or knowingly omit to do any act whereby any of the Patents may lapse, be terminated, or become invalid or unenforceable or placed in the public domain. At its option, the Collateral Agent or the Majority Purchasers may, at the Company’s expense, take all reasonable steps to pursue the registration and maintenance of each Patent and take all reasonably necessary steps to preserve and protect each Patent and the Company hereby grants the Collateral Agent a power-of-attorney to take all steps in the Company’s name in furtherance of the foregoing; *provided* that the foregoing shall not be interpreted as excusing the Company from the performance of, or imposing any obligation on the Collateral Agent or the Majority Purchasers to cure or perform any obligation of the Company; *provided further* that the Collateral Agent shall give the Company prompt written notice following any action taken by the Collateral Agent under this Section 6.9.2, and shall endeavor to give the Company advance written notice where feasible.

6.9.3. Entry into Agreements. Neither the Company nor any Affiliate of the Company shall enter into any contract or other agreement with respect to the Patents that contains confidentiality provisions prohibiting or otherwise restricting the Company or such Affiliate from disclosing the existence and content of such contract or other agreement to the Note Purchasers and their counsel; provided that, with respect to any contract that provides for at least \$500,000 in payments to the Company, the Company shall not be precluded from entering into confidentiality provisions so long as it has first made commercially reasonable efforts to exclude or limit the scope of such provisions or, to the extent unable to exclude them, to permit disclosure to investors in the Company, including the Purchasers, that agree to maintain the confidentiality of such contracts.

6.10. Minimum Liquidity. The Company shall maintain not less than One Million Dollars (\$1,000,000) in unrestricted cash and Cash Equivalents (“Liquidity”) (not including amounts on deposit in the Cash Collateral Account except to the extent the Company is entitled to such amounts), and shall provide weekly certifications demonstrating the Company’s Liquidity.

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6.11. Cash Collateral Account. Within 30 days following the Closing Date, the Company shall open a depository account (the “Cash Collateral Account”) with an institution reasonably acceptable to the Collateral Agent, which Cash Collateral Account shall be subject to a control agreement, substantially in the form of Exhibit B (and with such other changes as may be approved by the Collateral Agent and the Company), between the Company, such institution and the Collateral Agent. The Company shall cause all Monetization Revenues to be deposited into such Cash Collateral Account, shall provide instructions to each payor of Monetization Revenues to directly deposit any Monetization Revenues into the Cash Collateral Account, and the Company hereby authorizes the Majority Purchasers to inform any payor of Monetization Revenues of the Company’s obligation to direct all Monetization Revenues to the Cash Collateral Account as required hereunder. On each deposit of Monetization Revenues to the Cash Collateral Account, the Company shall deliver an officer’s certificate in the form of Exhibit C to the Collateral Agent detailing the source and nature of such Monetization Revenues, the amount of any related Monetization Expenses (including specifying any Monetization Expenses that have been already deducted from such Monetization Revenues), and setting forth the Company’s calculation of the required application of the resulting Monetization Net Revenues. On a monthly basis on and after the Closing Date, but no later than the 15th day of each month, the Collateral Agent shall deliver to the Company a written statement (each a “Collateral Agent Statement”) with reasonable detail showing the amounts applied by the Collateral Agent in the Cash Collateral Account for the prior month to the payment of the Note or, after the payment in full of the Notes, the payments made to Revenue Participants, and payments to the Company in respect of the Monetization Revenues. The Cash Collateral Account shall be under the sole control of the Collateral Agent and the Company may not have withdrawal rights with respect to, or otherwise control of, the Cash Collateral Account; *provided* that the Collateral Agent shall make withdrawals from the Cash Collateral Account promptly following the deposit of any Monetization Revenues, and will apply such Monetization Net Revenues to amounts due hereunder in accordance with this Agreement, and will release amounts to pay any Monetization Expenses to appropriate third parties, along with any remaining excess Monetization Revenues to the Company within three (3) Business Days of delivery of the Collateral Agent Statement. The Company shall have access to account statements from the depository bank concerning the Cash Collateral Account. ***.

6.12. Further Assurances.

6.12.1. Upon the reasonable request of the Majority Purchasers or the Collateral Agent, the Company shall (i) correct any material defect or error that may be discovered in the execution, acknowledgment, filing or recordation of any Document or other document or instrument relating to any Collateral, and (ii) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments, subject to Section 3.1.7, as the Collateral Agent or Majority Purchasers may reasonably request from time to time in order to carry out the purposes of the Documents.

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6.12.2. Within ninety 90 days after the Closing Date, and at Owner’s expense, Owner shall cause to be filed in the applicable foreign filing offices any filings required to perfect Collateral Agent’s first priority lien in the Patents in Canada, China, France, Germany and the United Kingdom. For any other foreign jurisdiction, at the Purchasers’ expense, the Collateral Agent may cause any other filings required to perfect a first priority lien in the Patents in such other jurisdictions and Owner will take any actions reasonably requested by the Collateral Agent from time to time in order to carry out such filings.

6.12.3. Within 60 days after the Closing Date, Parent agrees to take all necessary actions to either, at the Purchasers’ option, (x) effect the conversion of Owner from a Delaware corporation to a Delaware limited liability company or (y) contribute all of its interests in Owner to a newly created Delaware limited liability company and, in either case, to enter into a limited liability company operating agreement for such newly formed limited liability company substantially in the form attached hereto as Exhibit I and to cause such entity to execute a joinder of the Documents.

6.12.4. Within one hundred eighty (180) days after the Closing Date, and at Owner’s expense, Owner shall use reasonable best efforts to ***. If Owner is not able to ***, Owner will provide Collateral Agent with a written description of how Owner attempted to ***.

6.13. Confidentiality. Subject to the Company’s routine compliance with the requirements of the Securities Exchange Act of 1934, as amended and the regulations promulgated thereunder, each party hereto will hold, and will cause its respective Affiliates and its and their respective directors, officers, employees, agents, members, investors, auditors, attorneys, financial advisors, other consultants and advisors and assignees to hold, in strict confidence, unless disclosure to a regulatory authority is necessary in connection with any necessary regulatory approval, examination or inspection or unless disclosure is required by judicial or administrative process or, in the written opinion of its counsel, by other requirement of law or the applicable requirements of any regulatory agency or relevant stock exchange, all non-public records, books, contracts, instruments, computer data and other data and information (collectively, “Information”) concerning the other party hereto furnished to it by or on behalf of such other party or its representatives pursuant to this Agreement (except to the extent that such information can be shown to have been (1) previously known by such party on a non-confidential basis or becomes available to such party on a non-confidential basis, (2) publicly available through no fault of such party (3) later lawfully acquired from other sources by such party or (4) disclosed to a prospective investor), and neither party hereto shall release or disclose such Information to any other person, except on a confidential basis to its officers, directors, employees, agents, members, investors, Affiliates, auditors, attorneys, financial advisors, other consultants and advisors and except in connection with any proposed assignment or participation of the rights of a Purchaser under this Agreement made in accordance with Section 9.10.2, *provided* such prospective assignee or participant has agreed to be bound by the confidentiality provisions consistent with those set forth herein.

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6.14. Obligations Under Patent Purchase Agreements.

(a) Owner will pay all amounts due to Nokia Corporation under Section 4.1 of the Nokia PPA on or before thirty (30) days prior to the due date thereof (other than the payment due October 1, 2014 which shall be made within 2 Business Days of Closing), and shall provide the Purchasers with prompt written notice of Owner's having made such payment (with supporting documentation, e.g. a receipt, cancelled check or wire confirmation) (a "Payment Confirmation"). If the Purchasers do not receive a Payment Confirmation by thirty (30) days' prior to the applicable payment due date, the Purchasers shall have the option, at their sole discretion, to pay the amount due to Nokia Corporation on Owner's behalf. For the avoidance of doubt, any failure by Owner to timely make such payment shall constitute an immediate Event of Default hereunder, unless and to the extent that the Purchasers elect (x) to fund such amounts and (y) to treat such funding as an advance under Section 2.8.2.

(b) Owner will timely pay all amounts due *** under Section 4.2 of the Panasonic PPA on or before thirty (30) days prior to the due date thereof, and shall provide the Purchasers with a Payment Confirmation with respect to such payment. If the Purchasers do not receive a Payment Confirmation by thirty (30) days' prior to the applicable payment due date, the Purchasers the option, at their sole discretion, to pay the amount due to Panasonic Corporation on Owner's behalf. For the avoidance of doubt, any failure by Owner to timely make such payment shall constitute an immediate Event of Default hereunder, unless and to the extent that the Purchasers elect (x) to fund such amounts and (y) to treat such funding as an advance under Section 2.8.2.

(c) If the Purchasers fund any amounts under this Section 6.14, they shall have the option to either (x) treat any such funding as an additional purchase of Notes and participation in the Monetization Net Revenues pursuant to Section 2.8.2 or (y) treat such funding as a protective advance to protect their interests, in which event, such funding shall bear interest at a rate equal to the rate applicable to the Notes on an Event of Default and the failure of Owner to advance such funding shall constitute a continuing Event of Default unless and until such advance is repaid with interest. For the avoidance of doubt, pending such payment in full with interest, the Purchasers shall have a right of acceleration on account of such continuing Event of Default and following such acceleration, the Notes and the Revenue Stream shall be fully due and payable as specified in Article VII.

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**ARTICLE VII
EVENTS OF DEFAULT**

7.1. Events of Default. Each of the following events is referred to as an “Event of Default”:

7.1.1. Payment. The Company shall fail to make any payment due hereunder within 3 Business Days of when such payment is due and payable.

7.1.2. Other Covenants. The Company shall (x) fail to perform or observe any of the covenants or agreements contained in Section 6.2, Section 6.6, Section 6.10 or 6.14 or (y) fail to perform or observe any of the covenants or agreements in Article VI or elsewhere in this Agreement or in any other Document (other than those covenants or agreements specified in clause (x) above) such failure continues for thirty days after the earlier of (i) written notice to the Company by the Collateral Agent or any Purchaser of such failure or (ii) knowledge of the Company of such failure; provided, that no such cure period shall apply to breaches of any of Sections 6.7 through Section 6.9 or to Section 6.11 that either are intentional by the Company or where, in the reasonable judgment of the Majority Purchasers, a material delay in the exercise of remedies or the taking of curative action is reasonably likely to result in material harm to the value of the Patents or the success of the monetization efforts.

7.1.3. Representations and Warranties.

7.1.3.1. Any representation or warranty of or with respect to the Company made in this Agreement (other than under Section 4.5) or pursuant to or in connection with any Document, or in any financial statement, report, notice, mortgage, assignment or certificate delivered by the Company so representing to the other parties hereto in connection herewith or therewith, shall be false in any material respect on the date as of which it was made.

7.1.3.2. ***

7.1.4. Cross Default. Prior to the Maturity Date, any event of default, after giving effect to any applicable grace or cure period, with respect to any Indebtedness in excess of \$500,000 of the Company that is on account of a default in any payment under such Indebtedness shall occur and be continuing if such event of default continues for thirty days after the earlier of (i) written notice to the Company by the Collateral Agent or any Purchaser of such failure or (ii) knowledge of the Company of such event of default.

7.1.5. Liquidation; etc. The Company shall initiate any action to dissolve, liquidate or otherwise terminate its existence.

7.1.6. Change of Control. A Change of Control shall have occurred.

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7.1.7. Judgments. A final judgment (a) which, with other outstanding final judgments against the Company, exceeds an aggregate of \$500,000 shall be rendered against the Company or (b) which grants injunctive relief that results, or creates a material risk of resulting, in a Material Adverse Effect and in either case if (i) within 30 days after entry thereof (or such longer period permitted under the terms of such judgment), such judgment shall not have been discharged or execution thereof stayed pending appeal or (ii) within 30 days after the expiration of any such stay, such judgment shall not have been discharged.

7.1.8. Bankruptcy, etc. The Company shall:

7.1.8.1. commence a voluntary case under the Bankruptcy Code or authorize, by appropriate proceedings of its board of directors or other governing body, the commencement of such a voluntary case;

7.1.8.2. (i) have filed against it a petition commencing an involuntary case under the Bankruptcy Code that shall not have been dismissed within 60 days after the date on which such petition is filed or (ii) file an answer or other pleading within such 60-day period admitting or failing to deny the material allegations of such a petition or seeking, consenting to or acquiescing in the relief therein provided or (iii) have entered against it an order for relief in any involuntary case commenced under the Bankruptcy Code;

7.1.8.3. seek relief as a debtor under any applicable law, other than the Bankruptcy Code, of any jurisdiction relating to the liquidation or reorganization of debtors or to the modification or alteration of the rights of creditors, or consent to or acquiesce in such relief;

7.1.8.4. have entered against it an order by a court of competent jurisdiction (i) finding it to be bankrupt or insolvent, (ii) ordering or approving its liquidation or reorganization as a debtor or any modification or alteration of the rights of its creditors or (iii) assuming custody of, or appointing a receiver or other custodian for, all or a substantial portion of its property; or

7.1.8.5. make an assignment for the benefit of, or enter into a composition with, its creditors, or appoint, or consent to the appointment of, or suffer to exist a receiver or other custodian for, all or a substantial portion of its property.

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7.1.9. Collateral. Any material provision of any Document shall for any reason cease to be valid and binding on or enforceable against the Company or the Company shall so state in writing or bring an action to limit its obligations or liabilities thereunder; or any Collateral Document shall for any reason (other than pursuant to the terms thereof) cease to create a valid security interest in the Collateral purported to be covered thereby or such security interest shall for any reason (other than the failure of the Collateral Agent or the Note Purchasers to take any action within its control) cease to be a perfected and first priority security interest subject only to Permitted Liens and such failure shall continue for thirty days after the earlier of (i) written notice to the Company by the Collateral Agent or any Purchaser of such failure or (ii) knowledge of the Company of such failure.

7.1.10. ***.

7.2. Remedies Following an Event of Default. If any one or more Events of Default shall occur and be continuing, then in each and every such case:

7.2.1. Specific Performance; Exercise of Rights. The Majority Purchasers (or the Collateral Agent, acting at the direction of the Majority Purchasers) may proceed to protect and enforce such party's rights by suit in equity, action at law and/or other appropriate proceeding, either for specific performance of any covenant or condition contained in any Document, or in aid of the exercise of any power granted in any Document, including directing the Company to take any action requested by the Majority Purchasers (or the Collateral Agent, acting at the direction of the Majority Purchasers) in any Monetization Activity regarding the Patents;

7.2.2. Acceleration. The Majority Note Purchaser may, by notice in writing to the Company, declare the remaining unpaid amount of the then-outstanding Notes, together with accrued and unpaid interest thereon, to be immediately due and payable; *provided* that if a Bankruptcy Event of Default pursuant to Section 7.1.8 shall have occurred, such amounts shall automatically become immediately due and payable; and provided, that in such event, the Company shall immediately and unconditionally be obligated to pay, as liquidated damages with respect to the Revenue Stream, the maximum amount of the Revenue Stream in full, in cash, i.e., the Company shall pay to the Revenue Participants in respect of the Revenue Stream \$5,500,000 to the extent that the payments on the Revenue Stream total such amount prior to the Maturity Date and \$8,250,000 if such amounts have not been fully paid prior to the Maturity Date, in each case, less any amounts previously applied to the Revenue Stream. In the event that any additional advances are made pursuant to Section 2.8, such amounts shall be adjusted upward proportionately.

7.2.3. Standstill. Upon notice in writing from the Majority Purchasers, the Company shall not enter into any new pledges, assignments, licenses, springing licenses, options, non-assertion agreements, earn-outs, monetization agreements, profit and revenue sharing arrangements, derivative interests, fee and recovery splitting agreements, registered user agreements, shop rights and covenants by the Company not to sue third persons with respect to any of the Patents; and

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7.2.4. Cumulative Remedies. To the extent not prohibited by applicable law which cannot be waived, each party's rights hereunder and under the other Documents shall be cumulative;

provided that, effective upon the Majority Purchasers (or the Collateral Agent, acting at the direction of the Majority Purchasers) enforcing any such rights or remedies under this Agreement or any other Document, or under applicable law, the Purchasers and the Collateral Agent shall (1) grant, and do hereby grant, to the Company a perpetual non-exclusive, royalty-free, world-wide license (with the right to sublicense to third parties under the Existing Encumbrances and the sale of proprietary products and any other licenses entered into in compliance with this Agreement) to the Patents, which license shall be non-revocable by any third party transferee or any other person or entity that acquires rights in the Patents (by foreclosure or otherwise) at any time following such exercise of rights or remedies, and (2) require as a condition to the effectiveness of any such transfer or assignment (by foreclosure or otherwise) of the Patents or rights in the Patents, that the applicable transferee or assignee acknowledge and agree to the non-revocable grant to the Company of the perpetual license of the type described in the immediately preceding clause (1), which acknowledgement and agreement by such transferee or assignee shall be made in a writing, signed by a duly authorized officer of such transferee or assignee, made to and for the express benefit of the Company, and the original of which shall be delivered by the Purchasers or the Collateral Agent to the Company promptly following any such transfer or assignment.

7.3. Annulment of Defaults. Once an Event of Default has occurred, such Event of Default shall be deemed to exist and be continuing for all purposes of this Agreement until the earlier of (x) Majority Purchasers shall have waived such Event of Default in writing, (y) the Company shall have cured such Event of Default to the Majority Purchasers' reasonable satisfaction or the Company or such Event of Default otherwise ceases to exist, or (z) the Collateral Agent and the Purchasers or Majority Purchasers (as required by Section 9.4.1) have entered into an amendment to this Agreement which by its express terms cures such Event of Default, at which time such Event of Default shall no longer be deemed to exist or to have continued. No such action by the parties hereto shall prevent the occurrence of, or effect a waiver with respect to, any subsequent Event of Default or impair any rights of the parties hereto upon the occurrence thereof.

7.4. Waivers. To the extent that such waiver is not prohibited by the provisions of applicable law that cannot be waived, the Company waives:

7.4.1. all presentments, demands for performance, notices of nonperformance (except to the extent required by this Agreement), protests, notices of protest and notices of dishonor;

7.4.2. any requirement of diligence or promptness on the part of the Purchasers in the enforcement of its rights under this Agreement;

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7.4.3. any and all notices of every kind and description which may be required to be given by any statute or rule of law;
and

7.4.4. any defense (other than indefeasible payment in full) which it may now or hereafter have with respect to its liability under this Agreement or with respect to the Obligations.

**ARTICLE VIII
COLLATERAL AGENT**

8.1. Appointment of Collateral Agent. Each of the Purchasers hereby appoints DBD Credit Funding LLC as Collateral Agent to act for them as collateral agent, to hold any pledged collateral and any other collateral perfected by perfection or control for the benefit of the Purchasers; *provided* that the rights of the Note Purchasers to direct the Collateral Agent and to receive proceeds of Collateral shall be prior to, and controlling of, any rights of the Revenue Participants. Without limiting the foregoing, the Collateral Agent shall take direction from the Majority Purchasers and shall distribute any proceeds of Collateral (net of its own expenses) to the Note Purchasers to apply to the payment of the Notes prior to distributing any proceeds to the Revenue Participants.

8.2. Collateral. The Collateral Agent shall act at the instruction of the Majority Purchasers with respect to providing any vote, consent or taking other action with respect to the Collateral.

8.3. Collateral Agent's Resignation. The Collateral Agent may resign at any time by giving at least 30 days' prior written notice of its intention to do so to each of the other parties hereto and upon the appointment by the Majority Purchasers of a successor Collateral Agent. If no successor Collateral Agent shall have been so appointed and shall have accepted such appointment within 45 days after the retiring Collateral Agent's giving of such notice of resignation, then the retiring Collateral Agent may appoint a successor Collateral Agent, with the consent of the Majority Purchasers, and if no such appointment is made within such period, subject to any exercise of rights by the Majority Purchasers pursuant to Section 8.4.8, the Majority Purchasers shall be the Collateral Agent until another successor Collateral Agent is appointed by the Majority Purchasers. Upon the appointment of a new Collateral Agent hereunder, the term "Collateral Agent" shall for all purposes of this Agreement thereafter mean such successor. After any retiring Collateral Agent's resignation hereunder as Collateral Agent, or the removal hereunder of any successor Collateral Agent, the provisions of this Agreement shall continue to inure to the benefit of such retiring or removed Collateral Agent as to any actions taken or omitted to be taken by it while it was Collateral Agent under this Agreement.

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8.4. Concerning the Collateral Agent

8.4.1. Standard of Conduct, etc. The Collateral Agent and its officers, directors, employees and agents shall be under no liability to any of the Purchasers or to any future holder of any interest in the Obligations for any action or failure to act taken or suffered in the absence of gross negligence and willful misconduct, and any action or failure to act in accordance with an opinion of its counsel shall conclusively be deemed to be in the absence of gross negligence and willful misconduct.

8.4.2. No Implied Duties, etc. The Collateral Agent shall have and may exercise such powers as are specifically delegated to the Collateral Agent under this Agreement together with all other powers incidental thereto. The Collateral Agent shall have no implied duties to any Person or any obligation to take any action under this Agreement except for action specifically provided for in this Agreement to be taken by the Collateral Agent.

8.4.3. Validity, etc. The Collateral Agent shall not be responsible to any other party or any future holder of any interest in the Obligations (a) for the legality, validity, enforceability or effectiveness of any Document, (b) for any recitals, reports, representations, warranties or statements contained in or made in connection with any Document, (c) for the existence or value of any assets included in any security for the Obligations, (d) for the effectiveness of any Lien purported to be included in the security for the Obligations, or (e) for the perfection of the security interests for the Obligations.

8.4.4. Compliance. The Collateral Agent shall not be obligated to ascertain or inquire as to the performance or observance of any of the terms of this Agreement or any other Document.

8.4.5. Employment of Agents and Counsel. The Collateral Agent may execute any of its duties as Collateral Agent under this Agreement or the other Documents by or through employees, agents and attorneys-in-fact and shall not be responsible to any of the parties hereto for the default or misconduct of any such employees, agents or attorneys-in-fact selected by the Collateral Agent acting in the absence of gross negligence and willful misconduct. The Collateral Agent shall be entitled to advice of counsel concerning all matters pertaining to the agency hereby created and its duties hereunder.

8.4.6. Reliance on Documents and Counsel. The Collateral Agent shall be entitled to rely, and shall be fully protected in relying, upon any affidavit, certificate, cablegram, consent, instrument, letter, notice, order, document, statement, telecopy, or writing reasonably believed in good faith by the Collateral Agent to be genuine and correct and to have been signed, sent or made by the Person in question, including any telephonic or oral statement made by such Person, and, with respect to legal matters, upon an opinion or the advice of counsel selected by the Collateral Agent.

8.4.7. Collateral Agent's Reimbursement. The Purchasers agree to indemnify the Collateral Agent for any losses arising from its appointment as the Collateral Agent or from the performance of its duties hereunder and to reimburse the Collateral Agent for any reasonable expenses; *provided, however*, that the Collateral Agent shall not be indemnified or reimbursed for liabilities or expenses to the extent resulting from its own gross negligence or willful misconduct.

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8.4.8. Assumption of Collateral Agent's Rights. Notwithstanding anything herein to the contrary, if at any time no Person constitutes the Collateral Agent hereunder or the Collateral Agent fails to act upon written directions from the parties hereto, the Majority Purchasers shall be entitled to exercise any power, right or privilege granted to the Collateral Agent and in so acting the Majority Purchasers shall have the same rights, privileges, indemnities and protections provided to the Collateral Agent hereunder.

**ARTICLE IX
GENERAL PROVISIONS**

9.1. Expenses. The Company agrees to promptly pay in full (i) all reasonable out-of-pocket costs and expenses (including, without limitation, reasonable fees and disbursements of Ropes & Gray, LLP and Perkins Coie LLP, the Purchasers' external counsel and of any local counsel in any relevant jurisdiction; provided that the Company shall be entitled to an invoice that sets forth the professionals performing services and the number of hours expended) incurred, by the Collateral Agent or the Purchasers in connection with the preparation, negotiation, execution and delivery of the proposal letter, this Agreement and the Documents, including the Purchasers' due diligence and credit approval process in connection with the financing and the consummation of the transactions contemplated by this Agreement, including matters to be effected post closing in accordance with Section 6.11 and 6.12, (ii) all reasonable out-of-pocket costs and expenses (including, without limitation, reasonable fees and disbursements of counsel) incurred by the Purchasers or the Collateral Agent pursuant to Section 6.9.2 or otherwise expressly payable by the Company under this Agreement, (iii) following an Event of Default, all reasonable out-of-pocket costs and expenses (including, without limitation, reasonable fees and disbursements of counsel) incurred by the Collateral Agent or the Purchasers in enforcing any obligations hereunder or under any other Document on account of such Default or in collecting any payments due hereunder, including broker's fees and other third party professional fees and expenses and (iv) all reasonable out-of-pocket costs and expenses (including, without limitation, reasonable fees and disbursements of external counsel and any local counsel in any relevant jurisdiction) incurred by the Collateral Agent or the Purchasers in connection with any refinancing or restructuring of the credit arrangements provided under this Agreement in the nature of a workout, or any insolvency or bankruptcy proceedings. Any such costs and expenses invoiced on or prior to the Closing Date shall be paid on such Closing Date. Any other costs and expenses shall be paid within thirty (30) days of the submission of an invoice to the Company therefor, provided that the Collateral Agent's application of the proceeds of the Monetization Revenues towards such expenses pursuant to Section 6.11 shall be deemed to be timely payment thereof if the Collateral Agent receives sufficient Monetization Revenues within such 30 day period. Any amounts not timely paid shall bear interest, payable in cash, at a rate of 10% per annum compounding quarterly. The provisions of this Section 9.1 shall survive the repayment in full of the Notes and the termination of this Agreement. The Purchasers acknowledge prior receipt from the Company of the sum of \$45,000 against the expenses referred to in Section 9.1.

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9.2. Indemnity. In addition to the payment of expenses pursuant to Section 9.1, whether or not the transactions contemplated hereby shall be consummated, the Company (as “Indemnitor”) agrees to indemnify, pay and hold the Collateral Agent and the Purchasers, and the officers, directors, partners, managers, members, employees, agents, and Affiliates of the Collateral Agent and the Purchasers (collectively, the “Indemnitees”) harmless from and against any and all other liabilities, costs, expenses, obligations, losses (other than lost profit), damages, penalties, actions, judgments, suits, claims and disbursements of any kind or nature whatsoever (including, without limitation, the reasonable fees and disbursements of one counsel for such Indemnitees) in connection with any investigative, administrative or judicial proceeding commenced or threatened (excluding claims among Indemnitees) by any person who is not a Purchaser or an Affiliate thereof or the Collateral Agent or an Affiliate thereof, whether or not such Indemnitee shall be designated a party thereto, which may be imposed on, incurred by, or asserted against that Indemnitee, in any manner relating to or arising out of this Agreement and the Notes (the “Indemnified Liabilities”); *provided* that the Indemnitor shall not have any obligation to an Indemnitee hereunder with respect to an Indemnified Liability to the extent that such Indemnified Liability arises from the gross negligence or willful misconduct of that Indemnitee or any of its officers, directors, partners, managers, members, employees, agents and/or Affiliates. Each Indemnitee shall give the Indemnitor prompt written notice of any claim that might give rise to Indemnified Liabilities setting forth a description of those elements of such claim of which such Indemnitee has knowledge; *provided* that any failure to give such timely notice shall not affect the obligations of the Indemnitor except if and to the extent that any such failure to provide notice is both grossly negligent and results in material prejudice to the defense of such Indemnified Liability. The Indemnitor shall have the right at any time during which such claim is pending to select counsel to defend and control the defense thereof and settle any claims for which it is responsible for indemnification hereunder (*provided* that the Indemnitor will not settle any such claim without (i) the appropriate Indemnitee’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed or (ii) obtaining an unconditional release of the appropriate Indemnitee from all claims arising out of or in any way relating to the circumstances involving such claim and without any admission as to culpability or fault of such Indemnitee) so long as in any such event, the Indemnitor shall have stated in a writing delivered to the Indemnitee that, as between the Indemnitor and the Indemnitee, the Indemnitor is responsible to the Indemnitee with respect to such claim to the extent and subject to the limitations set forth herein; *provided* that the Indemnitor shall not be entitled to control the defense of any claim in the event that in the reasonable opinion of counsel for the Indemnitee, there are one or more material defenses available to the Indemnitee which are not available to the Indemnitor, in which case, the Indemnitor shall also pay the reasonable fees and expenses of one separate counsel (plus a local counsel if applicable) for all Indemnitees; *provided further*, that with respect to any claim as to which the Indemnitee is controlling the defense, the Indemnitor will not be liable to any Indemnitee for any settlement of any claim pursuant to this Section 9.2 that is effected without its prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. To the extent that the undertaking to indemnify, pay and hold harmless set forth in this Section 9.2 may be unenforceable because it is violative of any law or public policy, the Company shall contribute the maximum portion which it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all Indemnified Liabilities incurred by the Indemnitees or any of them. Notwithstanding anything to the contrary in this Agreement, no party shall be liable to the other party or any third party for any indirect, incidental, exemplary, special, punitive or consequential damages (including with respect to lost revenue, lost profits or savings or business interruption) of any kind or nature whatsoever suffered by the other party or any third party howsoever caused and regardless of the form or cause of action, even if such damages are foreseeable or such party has been advised of the possibility of such damages. The provisions of this Section 9.2 shall survive the repayment in full of the Notes and the termination of this Agreement.

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9.3. Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and delivered via facsimile, email (in each case of a notice or demand, followed promptly by delivery from a nationally recognized overnight courier) or a nationally recognized overnight courier. Such notices, demands and other communications will be delivered or sent to the address indicated on Schedule 9.3 or such other address or to the attention of such other Person as the recipient party shall have specified by prior written notice to the sending party. Any such communication shall be deemed to have been received when actually delivered or refused.

9.4. Amendments, Consents, Waivers, etc.

9.4.1. Amendments. No amendment, modification, termination or waiver of any provision of this Agreement shall in any event be effective without the written consent of each of the Company, the Collateral Agent and the Majority Purchasers (and, for the avoidance of doubt, consent of the Company, the Collateral Agent and the Majority Purchasers shall be sufficient for any amendment not expressly listed below); *provided* that the consent of each affected Purchaser shall be required for any amendment that (i) waives or reduces any amounts owed to it under this Agreement or extends the date for any scheduled payment of principal, interest or fees hereunder, (ii) releases the Company from its obligations to pay principal, interest, fees and the Revenue Stream hereunder or (iii) releases all or substantially all of the Collateral, except in connection with any Disposition of Patents to the extent permitted under Section 6.9.1. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on the Company in any case shall entitle the Company to any further notice or demand in similar or other circumstances. Any amendment, modification, termination, waiver or consent effected in accordance with this Section 9.4.1 shall be binding upon the holders of the Obligations at the time outstanding and each future holder thereof.

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9.4.2. Course of Dealing; No Implied Waivers. No course of dealing between the Purchasers and the Company shall operate as a waiver of any Purchaser's rights under this Agreement or with respect to the Obligations. In particular, no delay or omission on the part of any Purchaser in exercising any right under this Agreement or with respect to the Obligations shall operate as a waiver of such right or any other right hereunder or thereunder. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

9.5. No Strict Construction. The parties have participated jointly in the negotiation and drafting of this Agreement with counsel sophisticated in financing transactions. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

9.6. Certain Acknowledgments. Each of the Company and each of the Purchasers acknowledges that:

9.6.1. it has been advised by counsel in the negotiation, execution and delivery of this Agreement; and

9.6.2. no joint venture is created hereby or otherwise exists by virtue of the transactions contemplated hereby or thereby among the Company and the Purchasers.

9.7. Venue; Service of Process; Certain Waivers. The Company and each Purchaser:

9.7.1. irrevocably submit to the exclusive jurisdiction of any New York state court or federal court sitting in New York, New York, and any court having jurisdiction over appeals of matters heard in such courts, for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement or the subject matter hereof or thereof;

9.7.2. waive to the extent not prohibited by applicable law that cannot be waived, and agree not to assert, by way of motion, as a defense or otherwise, in any such proceeding brought in any of the above-named courts, any claim that they are not subject personally to the jurisdiction of such court, that their property is exempt or immune from attachment or execution, that such proceeding is brought in an inconvenient forum, that the venue of such proceeding is improper, or that this Agreement, or the subject matter hereof or thereof, may not be enforced in or by such court;

9.7.3. consent to service of process in any such proceeding in any manner at the time permitted under the applicable laws of the State of New York and agree that service of process by registered or certified mail, return receipt requested, at the address specified in or pursuant to Section 9.3 is reasonably calculated to give actual notice; and

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9.7.4. waive to the extent not prohibited by applicable law that cannot be waived any right to claim or recover in any such proceeding any special, exemplary, punitive or consequential damages.

9.8. WAIVER OF JURY TRIAL. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, EACH OF COMPANY AND EACH PURCHASER WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE CONDUCT OF THE PARTIES HERETO, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER IN CONTRACT, TORT OR OTHERWISE. The Company acknowledges that it has been informed by the Purchasers that the foregoing sentence constitutes a material inducement upon which the Purchasers have relied and will rely in entering into this Agreement. Any of the Company or Purchasers may file an original counterpart or a copy of this Agreement with any court as written evidence of the consent of the Company and Purchasers to the waiver of their rights to trial by jury.

9.9. Interpretation; Governing Law; etc. All covenants, agreements, representations and warranties made in this Agreement or in certificates delivered pursuant hereto or thereto shall be deemed to have been relied on by each Purchaser, notwithstanding any investigation made by such Purchaser, and shall survive the execution and delivery to the Purchasers hereof and thereof. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof, and any invalid or unenforceable provision shall be modified so as to be enforced to the maximum extent of its validity or enforceability. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. This Agreement and the Documents constitute the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous understandings and agreements, whether written or oral. This Agreement may be executed in any number of counterparts which together shall constitute one instrument. This Agreement, and any issue, claim or proceeding arising out of or relating to this Agreement or the Documents or the conduct of the parties hereto, whether now existing or hereafter arising and whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of New York.

9.10. Successors and Assigns

9.10.1. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted by Sections 9.10.2 and 9.10.3.

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9.10.2. The Company may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Majority Purchasers other than by operation of law. Subject to Section 9.10.4 below, and compliance with any applicable securities laws (as reasonably determined by such Purchaser), any Note Purchaser may sell, assign, participate or transfer all or any portion of its Notes and related rights under this Agreement to an Eligible Assignee (as defined below) with the written consent of the Company (not to be unreasonably withheld, delayed or conditioned); *provided* that (x) the consent of the Company shall not be required (a) in the case of any sale, assignment, participation or transfer to any Person that is not a direct competitor of the Company (as reasonably determined by the Majority Purchasers with notice to the Company), (b) in the case of any sale, assignment, participation or transfer to any Affiliate of a Purchaser that is an Eligible Assignee and (c) if an Event of Default has occurred and is continuing; (y) such Note Purchaser and the assignee of such Note Purchaser shall have delivered an executed Assignment and Acceptance Agreement substantially in the form attached hereto as Exhibit D-1 to the Company and each other Purchaser; and (z) other than during an Event of Default, no Note Purchaser may sell, assign, participate or transfer all or any part of their rights under this Agreement without the prior written consent of the Company if, as a result of such sale, assignment, participation or transfer, the resulting Note Purchasers constituting the Majority Note Purchasers would at any time be greater in number than one Note Purchaser except that all Affiliates of the original Note Purchaser shall be treated as if they were one entity for purposes of this clause (z) and there is a single point of contact representing the original Note Purchaser and all such Affiliates for purposes of this Agreement. In the case of any sale, assignment, transfer or negotiation of all or part of the rights of a Note Purchaser under this Agreement that is authorized under this Section 9.10.2, the assignee, transferee or recipient shall have, to the extent of such sale, assignment, transfer or negotiation, the same rights, benefits and obligations as it would if it were a Note Purchaser hereunder (and shall be considered to be a substitute for the prior Note Purchaser for all purposes and definitions hereunder). The Note Purchasers agree to provide to the Company prompt written notice of any sales, assignments or transfers permitted hereunder, including the name and address of the transferee(s). “Eligible Assignee” means any commercial bank, insurance company, finance company, financial institution, fund that invests in loans or any other “accredited investor” (as defined in Regulation D of the Securities Act (subject to such consents, if any, as may be required above under this Section 9.10.2)).

9.10.3. The Company shall maintain at its principal office, or the principal office of its counsel, a register (the “Register”) in which the Company shall keep a record of the Notes made by each Purchaser, payments to each Purchaser and any transfer of the rights of an Purchaser; *provided* that the Company shall have no obligation to update the register to reflect any sales, assignments or transfers made by the Purchasers in the event that the Purchasers fail to give the Company written notice as required under Section 9.10.2. The requirement that the ownership and transfer of the rights of the Purchasers under this Agreement shall be reflected in the Register is intended to ensure that the Notes qualify as an obligation issued in “registered form” as that term is used in Sections 163(f), 871(h), and 881(c) of the Code and shall be interpreted accordingly and, notwithstanding anything to the contrary in this Agreement.

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9.10.4. Any Revenue Participant may sell, assign, participate or transfer all or any part of their rights to the Revenue Stream to an Eligible Assignee with the written consent of the Company (not to be unreasonably withheld, delayed or conditioned); *provided* that (x) the consent of the Company shall not be required (a) in the case of any sale, assignment, participation or transfer to any person that is not a direct competitor of the Company (as reasonably determined by the Majority Revenue Participant with notice to the Company), (b) in the case of any sale, assignment, participation or transfer to any Affiliate of a Revenue Participant that is an Eligible Assignee and (c) if an Event of Default has occurred and is continuing; (y) such Revenue Participant and the assignee of such Revenue Participant shall have delivered an executed Assignment and Acceptance Agreement substantially in the form attached hereto as Exhibit D-2 to the Company and each other Purchaser; and (z) other than during an Event of Default, no Revenue Participant may sell, assign, participate or transfer all or any part of their rights in the Revenue Stream without the prior written consent of the Company if, as a result of such sale, assignment, participation or transfer, the resulting Revenue Participants constituting the Majority Revenue Participants would at any time be greater in number than one Revenue Participant except that all Affiliates of the original Revenue Participant shall be treated as if they were one entity for purposes of this clause (z) and there is a single point of contact representing the original Revenue Participant and all such Affiliates for purposes of this Agreement. In the case of any sale, assignment, transfer or negotiation of all or part of the rights of a Revenue Participant to the Revenue Stream that is authorized under this Section 9.10.4, the assignee, transferee or recipient shall have, to the extent of such sale, assignment, transfer or negotiation, the same rights, benefits and obligations as it would if it were a Revenue Participant hereunder (and shall be considered to substitute for the prior Revenue Participant for all purposes and definitions of this Agreement). The Revenue Participants agree to provide to the Company prompt written notice of any sales, assignments or transfers permitted hereunder, including the name and address of the transferee(s).

9.11. Tax Treatment.

9.11.1. The Company and each Revenue Participant intend that, solely for federal, state and local income tax purposes and for no other purpose, the relationship between the Revenue Participants and the Company that is created by this Agreement with respect to the Revenue Stream shall be treated as creating a partnership with respect to the Revenue Stream (the “Tax Partnership”), with the Revenue Participants and the Company being treated as partners of such partnership; it being understood for avoidance of doubt that the relationship between the Company and the Note Purchasers by this Agreement with respect to the Notes shall be a debtor-creditor relationship for all purposes, including for all federal, state and local income tax purposes.

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9.11.2. The Company and each Revenue Participant hereby agree that for purposes of determining the Company’s and each Revenue Participant’s distributive share of income, gain, loss and deduction of the Tax Partnership:

9.11.2.1. The Tax Partnership shall maintain capital accounts for each of the Company and the Revenue Participants consistent with the rules of Treasury Regulations Section 1.704-1(b); it being understood that under no circumstances shall any such rule override the economic relationship between the parties as to their respective shares of the Monetization Revenues set forth in this Agreement;

9.11.2.2. The Revenue Participants will be deemed to have purchased from the Company certain rights to exploit the Patents for *** and to have contributed such rights to the Tax Partnership. The Company shall be deemed to have contributed to the Tax Partnership certain rights to exploit the Patents having a value of ***. The rights to exploit the Patents deemed contributed by the Revenue Participants and the Company to the Tax Partnership and described in this Section 9.11.2.2 are collectively referred to herein as the “Patent Rights”;

9.11.2.3. The Tax Partnership shall allocate items of income, gain, loss and deduction to the Company and the Revenue Participants in a manner that causes the capital accounts of the parties to be equal to the amounts payable pursuant to this agreement if the Tax Partnership sold the Patent Rights and any other non-cash assets for an amount equal to the book value of the Patent Rights and any other non-cash assets (as determined pursuant to Treasury Regulations Section 1.704-1(b)) and distributed the proceeds and any other cash pursuant to this Agreement;

9.11.3. The Company and each Revenue Participant shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with any treatment described in this Section 9.11. The Company shall be the tax matters partner of the Tax Partnership.

9.11.4. The Company and each of the Revenue Participants will cooperate to provide each other with any information reasonably requested by any of them in connection with the preparation or filing of any return, declaration, report, election, information return or other statement or form filed or required to be filed with any governmental authority relating to Taxes (a “Tax Return”) for any of them or for or relating to the partnership described in the first sentence of this Section 9.11. The Company shall be responsible for preparing and filing any Tax Return for or relating to such partnership, and the out-of-pocket costs incurred in connection with the preparation and filing of any Tax Return for or relating to the Tax Partnership shall be treated as an expense of the Tax Partnership.

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9.11.5. For the avoidance of doubt, no fiduciary relationship is intended to be created by this Agreement between the Company and any Revenue Participant.

(The remainder of this page intentionally has been left blank.)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first above written.

Revenue Participant:

CF DB EZ LLC

/s/ Jason Meyer

By: Jason Meyer

Title: Authorized Signatory

Note Purchaser:

DBD Credit Funding LLC

/s/ Jason Meyer

By: Jason Meyer

Title: Authorized Signatory

[Signature Page to Inventory Revenue Sharing and Note Purchase Agreement]

Collateral Agent:

DBD Credit Funding LLC

/s/ Jason Meyer

By: Jason Meyer

Title: Authorized Signatory

[Signature Page to Inventory Revenue Sharing and Note Purchase Agreement]

Company:

INVENTERGY GLOBAL, INC

/s/ Joseph W. Beyers

By: Joseph Beyers
Title: Chairman & CEO

INVENTERGY, INC

/s/ Joseph W. Beyers

By: Joseph Beyers
Title: Chairman & CEO

[Signature Page to Inventergy Revenue Sharing and Note Purchase Agreement]

APPENDIX I

DEFINITIONS

“Affiliate” means with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under direct or indirect common control with such Person, and shall include (a) any employee, officer, director or general partner of such specified Person (including entities directly controlled by such persons), (b) any other Person of which such specified Person or any Affiliate (as defined in clause (a) above) of such specified Person shall, directly or indirectly, beneficially own either (i) at least 10% of the outstanding equity securities having the general power to vote or (ii) at least 10% of all equity interests, (c) any other Person directly or indirectly controlling such specified Person through a management agreement, voting agreement or other contract and (d) with respect to any individual, such individual’s child, stepchild, grandchild or more remote descendant, parent, stepparent, grandparent, spouse, former spouse, qualified domestic partner, sibling, mother-in-law, father-in-law, son-in-law and daughter-in-law (including adoptive relationships) and any trust, partnership or other bona fide estate-planning vehicle the only beneficiaries of which are any of the foregoing individuals or any private foundation or fund that is controlled by any of the foregoing individuals or any donor-advised fund of which any such individual is the donor; *provided* that neither the Collateral Agent or any Purchaser (or any Affiliate thereof) shall be deemed an Affiliate of the Company on account of the amounts owed to it under the Agreement or the relationship created thereby.

“Applicable Percentage” means:

- (a) until such time as the Revenue Participants have received \$2,750,000 with respect to the Revenue Stream, 46%;
- (b) thereafter, until such time as the Revenue Participants have received \$5,500,000 with respect to the Revenue Stream, 31%; and
- (c) thereafter, 6%, unless or until the Revenue Stream has been fully satisfied.

Upon any acceleration of the Notes and Revenue Stream, the Applicable Percentage shall be 100% after the Notes have been repaid and until the Revenue Stream has been fully satisfied.

“Authorized Officer” means, with respect to any Person, the chief executive officer, chief restructuring officer, chief financial officer, president, treasurer, comptroller or executive vice president of such Person.

“Bankruptcy Code” means Title 11 of the United States Code.

“Bankruptcy Default” means an Event of Default referred to in Section 7.1.8.

“Business Day” means any day other than a Saturday, a Sunday or a day on which commercial banks in New York City are required or authorized to be closed.

“Capital Stock” means, with respect to any Person, any and all shares, interests, participations, rights in or other equivalents (however designated) of such Person’s capital stock, partnership interests, membership interests or other equivalent interests and any rights (other than debt securities convertible into or exchangeable for capital stock), warrants or options exchangeable for or convertible into such capital stock or other equity interests.

“Capitalized Lease” means any lease which is required to be capitalized on the balance sheet of the lessee in accordance with GAAP, including Statement Nos. 13 and 98 of the Financial Accounting Standards Board.

“Capitalized Lease Obligations” means the amount of the liability reflecting the aggregate discounted amount of future payments under all Capitalized Leases in accordance with GAAP, including Statement Nos. 13 and 98 of the Financial Accounting Standards Board.

“Cash Equivalents” means cash on deposit at a bank; certificates of deposit, money market mutual funds or U.S. Treasury bills with a remaining maturity of 90 days or less.

“Certificate of Designation” means that certain Certificate of Designation of the Series A Preferred Stock of Inventergy, Inc., dated as of the date hereof.

“Change of Control” means, unless waived by the Majority Purchasers, (x) any Person or “group” (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of such Person and its subsidiaries, and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan), becomes the “beneficial owner” (as defined in Rules 13(d)-3 and 13(d)-5 of the Securities Exchange Act of 1934), directly or indirectly, of equity interests representing more than forty percent (40%) of the aggregate ordinary voting power represented by the issued and outstanding equity interests of Parent (whether by merger, consolidation, sale or other transfer) or (y) Parent ceases to own, directly or through another wholly-owned subsidiary that has executed a joinder hereof, all of the equity interests in Owner, other than interests held by the Collateral Agent or Majority Purchasers.

“Closing Date” means October 1, 2014.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collateral” has the meaning set forth in the Security Agreement.

“Collateral Documents” means the Security Agreement, the Patent Security Agreement, the deposit account control agreement referred to in Section 6.11, any financing statement (or amendment thereto) naming the Company as debtor and the Collateral Agent as secured party, and all other instruments, documents, agreements and certificates delivered by the Company to the Purchasers or the Collateral Agent pursuant to these agreements.

“Contractual Obligations” means, as to any Person, any provision of any security (whether in the nature of Capital Stock or otherwise) issued by such Person or of any agreement, undertaking, contract, indenture, mortgage, deed of trust or other instrument, document or agreement (other than a Document) to which such Person is a party or by which it or any of its Property is bound or to which any of its Property is subject.

“Default” means any Event of Default and any event or condition which with the passage of time or giving of notice, or both, would become an Event of Default.

“Disposition” means the sale, transfer, license, profit and revenue sharing arrangements, derivative interests, lease or other disposition (including any sale or issuance of equity interests in the Owner except to Parent or to an intermediate entity between Owner and Parent that has executed a joinder of the Documents, and also excluding any sale or issuance of equity interests in the Parent) of any property by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith, whether in a single transaction or a series of related transactions. “Dispose” shall have the correlative meaning.

“Documents” means this Agreement, the Guaranty, Collateral Documents, the Subscription Agreement, the Voting Agreement, the Proxy, the Certificate of Designation and the and all other instruments, documents, agreements and certificates delivered by the Company to the Purchasers or the Collateral Agent pursuant to this Agreement.

“Existing Encumbrances” means the Material Agreements and any licenses or other rights that have been granted or may be granted as set forth in the Nokia PPA, Panasonic PPA and Huawei PRAA.

“Existing Notes” means the existing indebtedness of the Company pursuant to those Amended and Restated Senior Secured Convertible Notes due October 15, 2018 and Senior Secured Convertible Notes due October 15, 2018, in the aggregate principal amount of \$8,000,000.

“GAAP” means generally accepted accounting principles as from time to time in effect, including the statements and interpretations of the United States Financial Accounting Standards Board.

“Governmental Authority” means any nation, sovereign or government, any state or other political subdivision thereof, any agency, authority or instrumentality thereof and any entity or authority exercising executive, legislative, taxing, judicial, regulatory or administrative functions of or pertaining to government, including any central bank, stock exchange, regulatory body, arbitrator, public sector entity, supra-national entity (including the European Union and the European Central Bank) and any self-regulatory organization (including the National Association of Insurance Commissioners).

“Guarantee” means, with respect to any specified Person:

- (a) any guarantee by such Person of the payment or performance of, or any contingent obligation by such Person in respect of, any Indebtedness or other obligation of any primary obligor;
- (b) any other arrangement whereby credit is extended to a primary obligor on the basis of any promise or undertaking of such Person, including any binding “comfort letter” or “keep well agreement” written by such Person, to a creditor or prospective creditor of such primary obligor, to (i) pay the Indebtedness of such primary obligor, (ii) purchase an obligation owed by such primary obligor, (iii) pay for the purchase or lease of assets or services regardless of the actual delivery thereof or (iv) maintain the capital, working capital, solvency or general financial condition of such primary obligor;
- (c) any liability of such Person, as a general partner of a partnership in respect of Indebtedness or other obligations of such partnership;
- (d) any liability of such Person as a joint venturer of a joint venture in respect of Indebtedness or other obligations of such joint venture;
- (e) any liability of such Person with respect to the tax liability of others as a member of a group (other than a group consisting solely of such Person and its Subsidiaries) that is consolidated for tax purposes; and
- (f) reimbursement obligations, whether contingent or matured, of such Person with respect to letters of credit, bankers acceptances, surety bonds and other financial guarantees;

in each case whether or not any of the foregoing are reflected on the balance sheet of such Person or in a footnote thereto; *provided, however,* that the term “Guarantee” shall not include endorsements for collection or deposit in the Ordinary Course of Business.

“Indebtedness” means all obligations, contingent or otherwise, which in accordance with GAAP are required to be classified as indebtedness upon a balance sheet of the Company, but in any event including (without duplication):

- (a) indebtedness for borrowed money;
- (b) indebtedness evidenced by notes, debentures or similar instruments;
- (c) Capitalized Lease Obligations and Synthetic Lease Obligations;
- (d) the deferred purchase price of assets, services or securities, including related noncompetition, consulting and stock repurchase obligations (other than ordinary trade accounts payable on customary terms in the Ordinary Course of Business), and any long-term contractual obligations for the payment of money, but not including contingent fees payable to counsel, consultants or other professional service providers;

- (e) mandatory redemption, repurchase or dividend rights on Capital Stock (or other equity), including provisions that require the exchange of such Capital Stock (or other equity) for Indebtedness from the issuer;
- (f) reimbursement obligations, whether contingent or matured, with respect to letters of credit, bankers acceptances, surety bonds and other financial guarantees (without duplication of other Indebtedness supported or guaranteed thereby);
- (g) unfunded pension liabilities;
- (h) liabilities secured by any Lien (other than Liens securing the Obligations) existing on property owned or acquired by the Company, whether or not the liability secured thereby shall have been assumed; and
- (i) all Guarantees in respect of Indebtedness of others and reimbursement obligations, whether contingent or matured, under letters of credit or other financial guarantees by third parties (or become contractually committed to do so).

“Legal Requirement” means, with respect to any specified Person, any present (at the time of relevant determination) requirement imposed upon such Person and its Subsidiaries by any law, statute, rule, regulation, directive, order, decree or guideline (or any interpretation thereof by courts or of administrative bodies) of the United States of America or any state or political subdivision thereof, governmental or administrative agency, central bank or monetary authority of the United States of America, any jurisdiction where the such Person or any of its Subsidiaries owns property or conducts its business, or any political subdivision of any of the foregoing.

“LIBOR” means the greater of (x) 1.00% per annum or (y) the London interbank offered rate administered by the British Bankers Association (or any other Person that takes over the administration of such rate for Dollars) for a twelve (12) month period as displayed on pages LIBOR01 or LIBOR02 of the Reuters screen or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate as shall be selected by the Majority Note Purchaser from time to time in its reasonable discretion (the “**Eurodollar Screen Rate**”), such to be annually established as of each January 2.

“Lien” means with respect to any specified Person:

- (a) any lien, encumbrance, mortgage, pledge, charge or security interest of any kind upon any property or assets of such Person, whether now owned or hereafter acquired, or upon the income or profits therefrom (excluding in any event a financing statement filed by a lessor under an operating lease not intended to be a secured financing), but shall not include: (i) liens for any tax, assessment or other governmental charge not yet due or that are being contested in good faith by appropriate proceeding, (ii) materialmen’s and mechanics’ liens or other like Liens, arising in the Ordinary Course of Business for amounts not yet due or that are being contested in good faith; and (iii) liens, deposits or pledges to secure statutory obligations or performance of bids, tenders, contracts or leases, incurred in the Ordinary Course of Business;

(b) the acquisition of, or the agreement to acquire, any property or asset upon conditional sale or subject to any other title retention agreement, device or arrangement (including a Capitalized Lease and a Synthetic Lease);

(c) the sale, assignment, pledge or transfer for security of any accounts, general intangibles or chattel paper of such Person, with or without recourse;

(d) in the case of securities, any purchase option, call or similar purchase right of a third party;

(e) the existence for a period of more than 120 consecutive days of any Indebtedness against such Person which if unpaid would by law or upon a Bankruptcy Default be given priority over general creditors.

“Majority Note Purchasers” means the Note Purchasers that hold more than 50% of the aggregate outstanding Notes.

“Majority Purchasers” means the Majority Revenue Participant and, if any of the Notes are outstanding, the Majority Note Purchaser.

“Majority Revenue Participants” means the Revenue Participants representing more than 50% of such participation right.

“Margin Stock” means “margin stock” within the meaning of Regulation T, U or X of the Board of Governors of the Federal Reserve System.

“Material Adverse Effect” means, with respect to the Company, since any specified date or from the circumstances existing immediately prior to the happening of any specified event, a material adverse effect on the business, assets, financial condition, income or prospects of the Company.

“Monetization Activities” means any activities necessary or desirable to generate revenue from the Patents anywhere in the world by means of license (non-exclusive or exclusive), assignment, enforcement, litigation, arbitration, negotiation, covenant not to sue or assert, or otherwise.

“Monetization Expenses” means, with respect to a Monetization Activity, any (a) contingency fee payments owed by Company, (b) expenses covered by any contingency law firms retained by Company and that Company is obligated to pay; (c) amounts owed by Company to any prior owners or agents of any patents and patent applications of Company included in the transaction giving rise to a Monetization Activity; (d) amounts owed to experts or consultants in lieu of cash fees; and any other out-of-pocket expenses paid or payable to third parties reasonably incurred by the Company; *provided*, however, that the aggregate sum of such expenses may not exceed 40% of the gross proceeds from the applicable Monetization Activity. Notwithstanding the foregoing, the foregoing cap will not apply when the Monetization Activity includes contingency fee payments owed by Company are subject to the rates payable to Susman Godfrey L.L.P. *** as described in the *** engagement letter between Company and that firm (the “**Engagement Letter**”). In that case, the cap will be increased to *** (or *** if the percentage is lowered to *** as provided for in the Engagement Letter) of the gross proceeds from the applicable Monetization Activity if the revenues are generated *** (as defined in the Engagement Letter) or *** (or *** if the percentage is lowered to *** as provided for in the Engagement Letter) of the gross proceeds from the applicable Monetization Activity if the revenues are generated *** (as defined in the Engagement Letter).

“Monetization Net Revenues” means the (x) Monetization Revenues minus (y) Monetization Expenses.

“Monetization Revenues” means the sum of amounts that the Company receives in cash, whether immediately, or on a deferred basis or upon liquidation of any in-kind payment the Company receives (i) from third parties in respect of the Patents; (ii) on account of any sale of products using the Patents; (iii) the development to order of any software or other products using the Patents, including royalty payments, license fees, settlement payments, judgments or other similar payments in respect of the Patents; and (iv) the purchase price or other amounts received in connection with the sale of hardware, software or other products or services with respect to the Patents, in each case as and when actually received by the Company (including any and all such amounts actually received by any attorneys, agents or other representatives of the Company, for the account of the Company). For clarity, revenues of the Parent’s eOn Communications Systems, Inc. Subsidiary shall not constitute Monetization Revenues provided such sales do not provide a license of the Patents for the use, manufacture or sale of products or services other than those of that Subsidiary

“Nokia PPA” has the meaning provided under Section 4.5(c).

“Note Obligations” means all amounts due with respect to the Notes or under the Agreement, including principal, interest, prepayment fees, early termination fees and amounts due under Sections 9.1 and 9.2, but excluding amounts due with respect to the Revenue Stream.

“Obligations” means any and all obligations of the Company under this Agreement or any other Document.

“Ordinary Course of Business” means, in respect of any transaction involving any Person, the ordinary course of such Person’s business, as conducted by any such Person in accordance with past practice and undertaken by such Person in good faith and not for purposes of evading any covenant or restriction in any Document.

“Organization Documents” means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

“Panasonic PPA” has the meaning set forth in Section 4.5(d).

“Patent License Agreement” means the Patent License Agreement attached hereto as Exhibit E.

“Patent Security Agreement” means the Patent Security Agreement substantially in the form of Exhibit F hereto.

“Patents” means the letters Patent set forth on Schedule I(a), whether registered in the United States or any other jurisdiction, all registrations and recordings thereof, including all re-examination certificates and all utility models, including registrations, recordings and pending applications, and all reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof, and the inventions disclosed or claimed therein. “Patent” shall also include any letters Patent or rights thereunder which the Company receives from a third party as payment or in partial payment in connection with any Monetization Activities by the Company of the Patents set forth on Schedule I(a).

“Payment Confirmation” has the meaning set forth in Section 6.14(a).

“Person” means any entity, whether of natural or legal constitution, including any present or future individual, corporation, partnership, joint venture, limited liability company, unlimited liability company, trust, estate, unincorporated organization, government or any agency or political subdivision thereof.

“Property” means, as to any Person, all types of real, personal, tangible, intangible or mixed property owned by such Person whether or not included in the most recent balance sheet of such Person and its Subsidiaries under GAAP.

“Proxy” means that certain Proxy, dated as of the date hereof, by and between Inventergy, Inc., Inventergy Global, Inc. and CF DB EZ LLC.

“Revenue Stream” means a right to receive a portion of Monetization Revenues totaling (x) if paid in full prior to the Maturity Date, up to \$5,500,000 and (y) otherwise, up to \$8,250,000; provided, that upon an acceleration, the Revenue Stream shall represent an absolute entitlement to receive such amounts without regard to the existence of Monetization Revenues.

“Secured Parties” means, collectively, the Collateral Agent and the Purchasers.

“Security Agreement” means a Security Agreement substantially in the form of Exhibit G hereto.

“Subscription Agreement” means the Subscription Agreement substantially in the form of Exhibit H.

“Synthetic Lease” means a lease that is treated as an operating lease under GAAP and as a loan or other financing for federal income tax purposes.

“Synthetic Lease Obligations” means the aggregate amount of future rental payments under all Synthetic Leases, discounted as if such Synthetic Leases were Capitalized Leases.

“USA Patriot Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56.

“Voting Agreement” means that certain Voting Agreement, dated as of the date hereof, by and between Inventergy, Inc., Inventergy Global, Inc. and CF DB EZ LLC.

SCHEDULE 2.1
REVENUE PARTICIPANTS

Revenue Participant	Purchase Price	Percentage of Revenue Share held
CF DB EZ LLC	***	100%

SCHEDULE 2.2
NOTE PURCHASERS

Note Purchaser	Purchase Price	Original Principal Amount of Note
DBD Credit Funding LLC	***	\$ 9,115,000

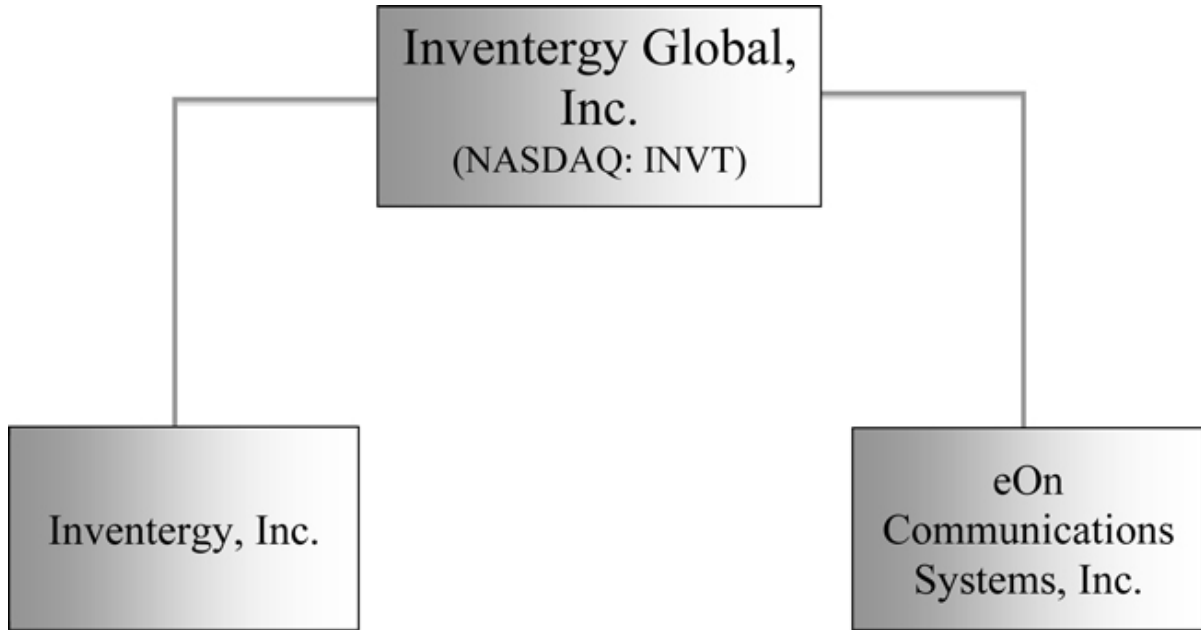
SCHEDULE 2.6
WIRE TRANSFER INSTRUCTIONS

DBD Credit Funding LLC

CF DB EZ LLC

SCHEDULE 4.1
COMPANY ORGANIZATION

Inventergy Global, Inc., a Delaware corporation, wholly owns two subsidiaries: Inventergy, Inc., a Delaware corporation, and eOn Communications Systems, Inc., a Delaware corporation.



SCHEDULE 4.5(g)
PATENT LITIGATION, REISSUES, OPPOSITIONS

Litigation:

Inventergy, Inc. v. Genband, Inc., Case #6:14-cv-00612-MHS, U.S. District Court, Eastern District of Texas (Tyler), filed July 14, 2014, involving the patents listed below. Inventergy is represented by Novak Druce Connolly Bove + Quigg, LLP and Findlay Craft PC.

7,835,352 (Huawei)
8,335,487 (Huawei)
6,801,542 (Nokia)
7,925,762 (Nokia)
6,904,035 (Nokia)

Reissues and Oppositions:

<u>Patent</u>	<u>Action</u>	<u>Status</u>	<u>Jurisdiction</u>
USRE41444	Reissue	Granted	US
USRE37420	Reissue	Granted	US
USRE39954	Reissue	Granted	US
US14/323165 (US8213419)	Reissue	Pending	US
US14/285524 (US8417240)	Reissue	Pending	US
US14/328576 (US8218681)	Reissue	Pending	US
EP1914937	Opposition	Concluded – Patent maintained with amendment	EP

SCHEDULE 4.6
MATERIAL AGREEMENTS

- Patent Rights Assignment Agreement between Inventergy, Inc. and Huawei Technologies Co., Ltd., executed May 15, 2013, as amended on May 15, 2013.
- Patent Rights Re-Assignment Agreement between Inventergy, Inc. and Huawei Technologies Co., Ltd., executed November 8, 2013
- Patent Purchase Agreement between Inventergy, Inc. and Panasonic Corporation, executed October 21, 2013
- Patent Purchase Agreement between Inventergy, Inc. and Nokia Corporation, executed as of May 23, 2014
- Referrals Agreement (Amended) between Inventergy, Inc. and Huang Partners, dated December 15, 2012, as amended May 7, 2013
- Referrals Agreement between Inventergy, Inc. and KK Prime Inc. dated January 16, 2013
- Engagement letter, dated July 23, 2013, by Inventergy, Inc. and Novak Druce Connolly Bove + Quigg LLP
- Engagement letter, dated July 11, 2013, by Inventergy, Inc. and Susman Godfrey, L.L.P.
- Engagement letter, dated October 8, 2013, by Inventergy, Inc. and Susman Godfrey, L.L.P.
- Letter agreement, dated April 10, 2014, between Inventergy, Inc. and Chipworks, Inc., executed April 10, 2014

SCHEDULE 6.7
EXISTING INDEBTEDNESS

- Amended and Restated Senior Secured Convertible Notes and Senior Secured Convertible Notes of Inventergy Global, Inc. with a principal value of \$8,000,000 (together, the “Existing Notes”).
 - o Such Existing Notes to be retired at Closing and the security interests in the patent offices to be released within 30 days of Closing.

- Unsecured (as to Inventergy, Inc.) Credit Line from First Republic Bank with an outstanding loan amount of \$500,000.
 - o Such Credit Line to be retired within 1 Business Day of Closing.

SCHEDULE 6.12.4

SCHEDULE 9.3
NOTICES

Notices to the Company should be sent to the following:

Wayne Sobon
SVP & General Counsel
Inventergy Global, Inc.
900 E. Hamilton Avenue #180
Campbell CA 95008
Phone: 408-389-3510
Email: wayne@inventergy.com
CC: operations@inventergy.com

With a copy to:

Joseph A. Smith
Ellenoff Grossman & Schole LLP
1345 Avenue of the Americas
New York, NY 10105-0302
Tel: 212-370-1300
jsmith@egsllp.com

Notices to the Collateral Agent or the Purchasers should be sent to the following:

Yoni Shtein
Vice President
Intellectual Property Finance Group
Fortress Investment Group
One Market Plaza
Spear Tower, 42nd Floor
San Francisco, CA 94105
Phone: 415-284-7415
Email: yshtein@fortress.com
CC: jnoble@fortress.com

With a copy to:

Alyson Allen
Ropes & Gray LLP
Prudential Tower, 800 Boylston Street
Boston, MA 02199-3600
Tel: 617-951-7483
Email: alyson.allen@ropesgray.com

SCHEDULE I(a)**PATENTS**

United States Assets

1. Panasonic Portfolio

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	US6726297	US10/462491	US	2000/01/20	Ofdma signal transmission apparatus and method
Granted	US8009549	US12/092950	US	2006/11/16	Carrier allocation method in multi cell orthogonal frequency division multiple access system
Granted	US8416810	US12/160872	US	2007/01/18	Radio communication base station apparatus and pilot transmission method
Granted	US7646702	US10/169716	US	2002/07/09	Ofdm communication apparatus
Granted	US8238226	US12/505420	US	2009/07/17	Ofdm communication apparatus
Granted	US7593317	US10/503010	US	2004/07/29	Radio base station apparatus
Granted	US7929627	US11/885042	US	2006/02/28	Ofdm receiver, integrated circuit and receiving method
Granted	US7826557	US11/721911	US	2005/12/14	Retransmitting method and transmitting method in multi-antenna transmission
Granted	US7792084	US11/892886	US	2007/08/28	Mimo antenna apparatus controlling number of streams and modulation and demodulation method
Granted	US8064393	US11/997841	US	2006/08/04	Wireless communication base station apparatus and wireless communication method in multicarrier communication
Granted	US8270332	US12/377373	US	2007/10/12	Wireless communication base station device and wireless communication method
Granted	US8582573	US13/590841	US	2012/08/21	Radio communication base station apparatus and radio communication method
Granted	US6366763	US09/648756	US	2000/08/28	Radio communication device and method of controlling transmission rate
Granted	US6370359	US09/648757	US	2000/08/28	Radio communication device and method of controlling transmission rate
Granted	US6381445	US09/648742	US	2000/08/28	Radio communication device and method of controlling transmission rate

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	US6400929	US09/424843	US	1999/12/06	Radio communication device and method of controlling transmission rate
Granted	US6487394	US09/649003	US	2000/08/28	Radio communication device and method of controlling transmission rate
Granted	US6505035	US10/052261	US	2002/01/23	Radio communication apparatus and transmission rate control method
Granted	US6597894	US09/649006	US	2000/08/28	Radio communication device and method of controlling transmission rate
Granted	US6611676	US10/083553	US	2002/02/27	Radio communication apparatus and transmission rate control method
Granted	US6973289	US10/057897	US	2002/01/29	Radio communication device and method of controlling transmission rate
Granted	US7636551	US11/228339	US	2005/09/19	Radio communication device and method of controlling transmission rate
Granted	US6637001	US09/650743	US	2000/08/30	Apparatus and method for image/voice transmission
Granted	US6813323	US10/182270	US	2002/07/25	Decoding method and communication terminal apparatus
Granted	US6734810	US10/221267	US	2002/09/10	Apparatus and method for decoding
Granted	US6922159	US10/793766	US	2004/03/08	Apparatus and method for decoding
Granted	US6940428	US10/793737	US	2004/03/08	Apparatus and method for decoding
Granted	US6069884	US08/937005	US	1997/09/24	Method of communication between a base station and a plurality of mobile unit communication apparatus, a base station, and mobile unit communication apparatus
Granted	US6119004	US09/068541	US	1998/05/13	Base station equipment for mobile communication
Granted	US6069924	US09/027510	US	1998/02/20	Differential detector with error correcting function
Granted	US6636723	US09/359020	US	1999/07/22	Cdma radio communication system using chip interleaving
Granted	US6628630	US09/058881	US	1998/04/13	Spread spectrum communication method

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	US6404778	US09/159602	US	1998/09/24	Radio communication apparatus
Granted	US6611509	US09/264826	US	1999/03/09	Cdma/tdd mobile communication system and method
Granted	US6807162	US10/166268	US	2002/06/11	Cdma/tdd mobile communication system and method
Granted	US6973065	US10/419733	US	2003/04/22	Cdma/tdd mobile communication system and method
Granted	US7778224	US10/885684	US	2004/07/08	Cdma/tdd mobile communication system and method
Granted	US6765894	US09/606906	US	2000/06/30	Communication terminal apparatus and base station apparatus
Granted	US7656844	US10/868029	US	2004/06/16	Radio transmission apparatus and radio reception apparatus in a cdma communication system
Granted	US8437316	US12/641177	US	2009/12/17	Radio transmission apparatus and radio reception apparatus in a cdma communication system
Granted	US6839335	US09/605862	US	2000/06/29	Radio communication apparatus and radio communication method
Granted	US7072416	US09/582558	US	2000/06/29	Transmitting/receiving device and transmitting/receiving method
Granted	US7760815	US11/431606	US	2006/05/11	Apparatus and method for transmission/reception
Granted	US6868056	US09/635096	US	2000/08/09	Apparatus and method for ofdm communication
Granted	US6944208	US09/936727	US	2001/09/17	Interference signal canceling apparatus and interference signal canceling method
Granted	US6781973	US09/538888	US	2000/03/30	Combined signaling and sir inner-loop power control
Granted	US7145886	US09/889919	US	2001/07/25	Communication terminal, base station system, and method of controlling transmission power
Granted	US6847828	US10/069484	US	2002/02/27	Base station apparatus and radio communication method
Granted	US7386321	US10/793738	US	2004/03/08	Base station apparatus and radio communication method
Granted	US7266118	US10/143989	US	2002/05/14	Packet receiving apparatus and packet transmission method
Granted	US7133379	US10/181349	US	2002/07/17	Wireless communication system, and base station apparatus and communication terminal apparatus accommodated in the system

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	US7392019	US11/053837	US	2005/02/10	Wireless base station apparatus and wireless communication method
Granted	US7339949	US10/222989	US	2002/08/19	Arq transmission and reception methods and apparatus
Granted	US7702025	US10/487574	US	2004/02/25	Transmission/reception apparatus and transmission/reception method
Granted	US7460502	US10/250487	US	2003/07/03	Scheduling creation apparatus, base station apparatus, and radio communication method
Granted	US7269774	US10/484951	US	2004/01/28	Data receiving apparatus, data transmitting apparatus and retransmission request method
Granted	US7385934	US10/476845	US	2003/11/06	Radio communication apparatus and transfer rate decision method
Granted	US7114121	US10/478139	US	2003/11/20	Rate matching device and rate matching method
Granted	US7162206	US10/612289	US	2003/07/03	Test apparatus, mobile terminal apparatus, test method
Granted	US7746762	US10/534987	US	2005/05/16	Transmitting apparatus and transmitting method
Granted	US7693140	US10/527199	US	2005/03/10	Cdma transmitting apparatus and cdma receiving apparatus
Granted	US7299027	US10/536010	US	2005/05/23	Mimo receiver and mimo reception method for selection of mimo separation and channel variation compensation
Granted	US8775890	US11/575015	US	2007/03/30	Automatic retransmission request control system and retransmission method in memo-ofdm system
Pending	US14/321117	US14/321117	US	2014/07/01	Automatic retransmission request control system and retransmission method in memo-ofdm system
Pending	US14/321185	US14/321185	US	2014/07/01	Automatic retransmission request control system and retransmission method in memo-ofdm system
Pending	US20120287775	US13/554748	US	2012/07/20	Automatic retransmission request control system and retransmission method in mimo-ofdm system
Granted	US7251469	US10/522980	US	2005/02/02	Cdma transmitting apparatus and cdma transmitting method
Granted	US7764711	US11/767124	US	2007/06/22	Cdma transmission apparatus and cdma transmission method
Granted	US8086270	US11/574636	US	2005/09/05	Classifying-synthesizing transmission method of multi-user feedback information at base station

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	US7848439	US11/719611	US	2005/11/18	Communication apparatus, communication system, and communication method
Granted	US8175604	US10/588073	US	2005/08/31	Efficient rise over thermal (rot) control during soft handover
Granted	US7860184	US11/813650	US	2006/01/10	Multi-antenna communication method and multi-antenna communication apparatus
Granted	US8073070	US12/092944	US	2006/11/22	Multi-pilot generation method and detection method in multi-antenna communication system
Granted	US8249132	US11/909425	US	2006/03/03	Communication terminal and receiving method
Granted	US8576784	US12/162592	US	2006/11/02	Uplink resource allocation in a mobile communication system
Granted	US8218681	US12/440894	US	2009/03/11	Ofdm transmitter and ofdm receiver
Pending		US14/328576	US	2014/07/10	Ofdm transmitter and ofdm receiver
Granted	US8249178	US12/601804	US	2007/05/25	Multicarrier transmitter and multicarrier receiver
Granted	US5583851	US08/272158	US	1994/07/08	Mobile communication apparatus having multi-codes allocating function
Granted	US5873027	US08/761552	US	1996/12/06	Mobile radio system with control over radio wave output if a malfunction is detected
Granted	US6336040	US09/207662	US	1998/12/09	Mobile radio system with control over radio wave output if a malfunction is detected
Granted	US5757870	US08/517408	US	1995/08/21	Spread spectrum communication synchronizing method and its circuit
Granted	US5818869	US08/858146	US	1997/05/15	Spread spectrum communication synchronizing method and its circuit
Granted	US6175558	US09/000947	US	1997/12/30	Cdma radio multiplex transmitting device and a cdma radio multiplex receiving device
Granted	US6301237	US09/562921	US	2000/05/02	Cdma radio multiplex transmitting device and a cdma radio multiplex receiving device

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	US6370131	US09/576250	US	2000/05/24	Cdma radio multiplex transmitting device and a cdma radio multiplex receiving device
Granted	US6529492	US09/562922	US	2000/05/02	Cdma radio multiplex transmitting device and a cdma radio multiplex receiving device
Granted	US6549526	US09/826005	US	2001/04/05	Cdma radio multiplex transmitting device and a cdma multiplex receiving device
Granted	US6584088	US09/825998	US	2001/04/05	Cdma radio multiplex transmitting device and cdma radio multiplex receiving device
Granted	US7136367	US10/335916	US	2003/01/03	Cdma radio multiplex transmitting device and a cdma radio multiplex receiving device
Granted	USRE41444	US12/270499	US	2008/11/13	Cdma radio multiplex transmitting device and a cdma radio multiplex receiving device
Granted	US6295301	US09/139325	US	1998/08/25	Pn code generating apparatus and mobile radio communication system
Granted	US6697384	US09/916284	US	2001/07/30	Method and apparatus for calculating a state of starting a pn code generating operation
Granted	US6466563	US10/147831	US	1999/03/16	Cdma mobile station and cdma transmission method
Granted	US6370134	US09/115502	US	1998/07/15	Cdma radio communication apparatus
Granted	US7035233	US10/014352	US	2001/12/14	Radio communication terminal apparatus and radio communication base station apparatus
Granted	US7535864	US11/372152	US	2006/03/10	Radio communication terminal apparatus and radio communication base station apparatus
Granted	USRE37420	US09/337403	US	1999/06/21	Automobile on-board and/or portable telephone system
Granted	USRE39954	US09/887042	US	2001/06/25	Automobile on-board and/or portable telephone system
Granted	US6738646	US10/069267	US	2002/02/25	Base station device and method for communication
Granted	US7460880	US11/341430	US	2006/01/30	Communication terminal apparatus and base station apparatus
Granted	US7761113	US12/132992	US	2008/06/04	Communication terminal apparatus and base station apparatus

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	US6760590	US10/089605	US	2002/04/01	Communication terminal apparatus, base station apparatus, and radio communication method
Granted	US6799053	US10/321500	US	2002/12/18	Communication terminal apparatus
Granted	US7206587	US10/321623	US	2002/12/18	Communication terminal apparatus, base station apparatus, and radio communication method

2. **Huawei**

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	US7835352	US2006506581A 11/506,581	US	2006/08/18	Method, system and equipment for processing sip requests in IMS network
Granted	US8149824	US2007668532A 11/668,523	US	2007/01/30	Method and system for implementing service triggered by off-hook
Granted	US7693141	US2006595768A 11/595,768	US	2006/11/10	Method and system for switching the state of a termination in a media gateway
Granted	US7948955	US200817423A [08/0113,669] 12/017,423	US	2008/01/22	Subscription method and device
Granted	US7787878	US2006516946A 11/516,946	US	2006/09/06	Method and system for enabling number portability in IMS networks
Granted	US7792116	US2007703709A 11/703,709	US	2007/02/08	Method and device for interworking between internet protocol networks
Granted	US8213419	US2008170227A '12/170,227	US	2008/07/09	Interworking network element, interworking system between the CSI terminal and the IMS terminal and the method thereof
Pending		US14/323165	US	2014/07/03	Interworking network element, interworking system between the CSI terminal and the IMS terminal and the method thereof
Granted	US7881317	US2007680234A 11/680,234	US	2007/02/28	Border/packet gateway control system and control method

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	US8335221	US2007707759A 11/707,759	US	2007/02/16	Method for listening to signal tone from a called party by a calling party during network interworking
Granted	US8125995	US2007821113A 11/821,113	US	2007/06/21	Method and system for implementing dynamic signaling routing
Granted	US7898943	US2003591218A 10/591,218	US	2007/11/21	Method for switching route and network device thereof
Granted	US8108526	US2006469796A 11/469,796	US	2006/09/01	Communication method and device for preventing media stream circuitry
Granted	US8116322	US2009354289A 12/354289	US	2009/01/15	Method and apparatus for controlling reporting of an event timestamp
Granted	US7899065	US2008342546A 12/342,546	US	2008/12/23	Method, apparatus and system for a media gateway controller to deliver a resource provision decision to a media gateway
Granted	US7653076	US2007856152A 11/856,152	US	2007/09/17	Method and apparatus for gateway control protocol message transmission
Granted	US7583612	US2006558619A	US	2006/11/10	Method for periodically acquiring the QoS of media stream and system thereof
Granted	US8085712	US20080049705A1 US2007844481A	US	2006/02/27	Method for implementing media gateway function, radio access control device and access system
Granted	US7710880	US2006618597A	US	2006/12/29	Method and apparatus for security protection of service interruption in switch network
Granted	US8224325	US13235062A	US	2011/09/16	Resource control method, relevant device, and system
Granted	US8195942	US2003531569A	US	2005/04/18	Network security authentication method
Granted	US8582766	US2007774271A 11/774271	US	2007/07/06	METHOD FOR ENSURING MEDIA STREAM SECURITY IN IP MULTIMEDIA SUB-SYSTEM
Pending	US20140169563	14/050,768	US	2013/10/10	METHOD FOR ENSURING MEDIA STREAM SECURITY IN IP MULTIMEDIA SUB-SYSTEM
Granted	US8335487	US2007896389A	US	2007/08/31	Method for authenticating user terminal in IP multimedia sub-system

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	US7787608	US2006489208A	US	2006/07/19	Communications network system for implementing mixed services and method thereof
Granted	US8185105	US2009539890A	US	2009/08/12	METHOD, SYSTEM AND APPARATUS FOR USING IMS COMMUNICATION SERVICE IDENTIFIER
Granted	US8417240	US13414770A	US	2012/03/08	METHOD, SYSTEM AND APPARATUS FOR USING IMS COMMUNICATION SERVICE IDENTIFIER
Pending		US14/285524	US	2014/05/22	METHOD, SYSTEM AND APPARATUS FOR USING IMS COMMUNICATION SERVICE IDENTIFIER
Granted	US7764953	US2007787527A	US	2007/04/17	Method, system and device for speech Codec negotiation in communication system
Pending	US20070201635	US2007698891A	US	2007/01/29	System and method for implementing multimedia calling line identification presentation service
Granted	US7920579	US2009413015A 12/413,015	US	2009/03/27	Method, system and apparatus for media gateway to transmit and receive multicast data
Granted	US7986775	US2007875195A	US	2007/10/19	Method for realizing ring back tone in communication system
Granted	US7349693	US2003486322A 10486322	US	2002/03/29	Method for implementing a call connection between a non-local calling subscriber and a local called subscriber who is an intelligent network subscriber

3. Nokia

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	US7925762	US10/343707	US	2000/08/10	SERVICE & OTHER INFORMATION TRANSFER FROM E.G. VISITED NETWORK TO HOME NETWORK INR00
Granted	US7623529	US7623529	US	2001/10/09	REFERENCE ARCHITECTURE NETWORK INITIATED DEREGISTRATION FROM IP MULTIMEDIA SERVICES

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	US7065339	US10/451236	US	2000/12/22	PREPAID SERVER
Granted	US7991894	US10/469787	US	2001/03/05	MULTIPLEXING SIP CALL CONTROL CONTENT OVER SUCCESSIVE SIP MESSAGES
Granted	US7304966	USUS10/479457	US	2003/12/02	Accessing ip multimedia subsystem
Granted	US6888828	US09/967927	US	2001/10/02	SERVICE EXECUTION SERVER CHAINING AN INTER-WORKING UNIT (GATEWAY) BETWEEN AAL2 (ATM) BASED RAN AND RTP MULTIPLEXING (IP) BASED RAN IN 3G CELLULAR ACCESS NETWORKS
Granted	US6801542	US09/377263	US	1999/08/19	EXTENDING <STATUS> PRESENCE ATTRIBUTE TO DEFINE REASONING FOR AVAILABILITY CHANGE
Granted	US8681751	US11/348896	US	2006/02/07	3RD GEN MOBILITY USING SIP THREE-PARTY AUTHENTICATION AND AUTHORIZATION SCHEME FOR INTERNET PROTOCOL VERSION 6.
Granted	US6904035	US6904035	US	2001/11/14	EXTENDING THE TRUSTED NETWORK CONCEPT IN IMS
Granted	US7900242	US10/192753	US	2002/07/09	IMS-CS INTERWORKING FOR VIDEO CALLS
Granted	US7917620	US10/614343	US	2003/07/08	CARRYING TRUSTED NETWORK PROVIDED ACCESS NETWORK INFO IN SIP
Granted	US7860102	US11/508258	US	2006/08/23	DHT-BASED CORE IMS NETWORK SIP COMMUNICATION SERVICE IDENTIFIERS
Pending	US20080039085	US11/691417	US	2007/03/26	
Granted	US7796990	US11/520655	US	2006/09/14	
Granted	US7822035	US7822035	US	2007/03/07	

Non-US Assets

1. Panasonic Assets

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	CN1173499	CN99800972	CN	1999/05/28	Ofdma signal transmitting apparatus and method
Granted	JP3515690	JP15321498	JP	1998/06/02	Ofdma signal transmitter and its method
Pending	EP1001566	EP99922578	EP	1999/05/28	Ofdma signal transmitting apparatus and method
EP-designated	EP1001566	EP99922578	DE	1999/05/28	Ofdma signal transmitting apparatus and method

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
EP-designated	EP1001566	EP99922578	FR	1999/05/28	Ofdma signal transmitting apparatus and method
EP-designated	EP1001566	EP99922578	GB	1999/05/28	Ofdma signal transmitting apparatus and method
EP-designated	EP1001566	EP99922578	IT	1999/05/28	Ofdma signal transmitting apparatus and method
EP-designated	EP1001566	EP99922578	NL	1999/05/28	Ofdma signal transmitting apparatus and method
Granted	JP4864008	JP2007545294	JP	2006/11/16	Method of the carrier allotment in the multiple cell orthogonal frequency division multiple access system
Granted	EP1968335	EP07706996	DE	2007/01/18	Radio communication base station device and pilot transmission method
Granted	EP1968335	EP07706996	FR	2007/01/18	Radio communication base station device and pilot transmission method
Granted	EP1968335	EP07706996	GB	2007/01/18	Radio communication base station device and pilot transmission method
Granted	JP4832450	JP2007554946	JP	2007/01/18	Radio communication base station device and pilot transmission method
Granted	CN100440762	CN01803504	CN	2001/11/14	Ofdm communication device
Granted	DE60143934	DE60143934	DE	2001/11/14	Ofdm nachrichten-bertragungsvorrichtung
Granted	DE60143978	DE60143978	DE	2001/11/14	Ofdm-kommunikationsvorrichtung
Granted	EP1249955	EP01982773	FR	2001/11/14	Ofdm communication device
Granted	EP1249955	EP01982773	GB	2001/11/14	Ofdm communication device
Granted	EP2161867	EP09178209	FR	2001/11/14	Ofdm communication device
Granted	EP2161867	EP09178209	GB	2001/11/14	Ofdm communication device
Granted	JP4000057	JP2002543837	JP	2001/11/14	Ofdm communication device
Granted	CN100544237	CN03804886	CN	2003/08/01	Radio base station apparatus
Granted	DE60325861	DE60325861	DE	2003/08/01	Funkbasisstationsvorrichtung
Granted	EP1525687	EP03766690	FR	2003/08/01	Radio base station apparatus
Granted	EP1525687	EP03766690	GB	2003/08/01	Radio base station apparatus
Granted	JP4098027	JP2002224571	JP	2002/08/01	Radio base station apparatus
Granted	JP4971172	JP2007539403	JP	2006/02/28	Receiving device, integrated circuit and reception method
Granted	CN101080893	CN200580043160	CN	2005/12/14	Re-transmission method and transmitting device for multi-antenna transmission

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	JP4863884	JP2006548891	JP	2005/12/14	The retransmission method in multiple antenna transmitting
Granted	KR100912762	KR20077013565	KR	2007/06/15	Retransmitting method and transmitting method in multi-antenna transmission
Granted	EP1895679	EP07115147	DE	2007/08/29	Mimo antenna apparatus controlling number of streams and modulation and demodulation method
Granted	EP1895679	EP07115147	GB	2007/08/29	Mimo antenna apparatus controlling number of streams and modulation and demodulation method
Granted	JP4837638	JP2007222315	JP	2007/08/29	Mimo antenna apparatus and wireless communication apparatus having it
Granted	JP4864000	JP2007529557	JP	2006/08/04	The radio communication base station device and the radio communication method in multiple carrier communicating
Granted	CN101502025	CN200780028893	CN	2007/10/12	Wireless communication base station device and wireless communication method
Granted	JP4903033	JP2006344925	JP	2006/12/21	Wireless communication base station device and wireless communication method
Pending	EP2051410	EP07829721	EP	2007/10/12	Wireless communication base station device and wireless communication method
EP-designated	EP2051410	EP07829721	DE	2007/10/12	Wireless communication base station device and wireless communication method
EP-designated	EP2051410	EP07829721	FI	2007/10/12	Wireless communication base station device and wireless communication method
EP-designated	EP2051410	EP07829721	FR	2007/10/12	Wireless communication base station device and wireless communication method
EP-designated	EP2051410	EP07829721	GB	2007/10/12	Wireless communication base station device and wireless communication method
EP-designated	EP2051410	EP07829721	SE	2007/10/12	Wireless communication base station device and wireless communication method
Granted	CA2293606	CA2293606	CA	1999/04/19	Radio communication apparatus and transmission rate control method
Granted	CN1130944	CN99800567	CN	1999/04/19	Radio communication device and method for controlling transmission rate

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	DE69903110	DE69903110	DE	1999/04/19	Funkübertragungsgerät und verfahren zur kontrolle der übertragungsrate
Granted	DE69914351	DE69914351	DE	1999/04/19	Funkkommunikationsgerät und verfahren zur einstellung der übertragungsrate
Granted	EP0986282	EP99913715	FI	1999/04/19	Radio communication device and method of controlling transmission rate
Granted	EP0986282	EP99913715	FR	1999/04/19	Radio communication device and method of controlling transmission rate
Granted	EP0986282	EP99913715	GB	1999/04/19	Radio communication device and method of controlling transmission rate
Granted	EP0986282	EP99913715	IT	1999/04/19	Radio communication device and method of controlling transmission rate
Granted	EP0986282	EP99913715	NL	1999/04/19	Radio communication device and method of controlling transmission rate
Granted	EP1122965	EP01106695	FI	1999/04/19	Radio communication device and method of controlling transmission rate
Granted	EP1122965	EP01106695	FR	1999/04/19	Radio communication device and method of controlling transmission rate
Granted	EP1122965	EP01106695	GB	1999/04/19	Radio communication device and method of controlling transmission rate
Granted	EP1122965	EP01106695	IT	1999/04/19	Radio communication device and method of controlling transmission rate
Granted	EP1122965	EP01106695	NL	1999/04/19	Radio communication device and method of controlling transmission rate
Granted	ES2184430	ES99913715	ES	1999/04/19	Dispositivo de comunicacion por radio y procedimiento que permite ajustar la velocidad de transmision.
Granted	ES2214356	ES01106695	ES	1999/04/19	Dispositivo de comunicacion por radio y metodo para controlar la velocidad de transmision.
Granted	JP4738451	JP2008194038	JP	2008/07/28	Communication terminal apparatus and communication method therefor
Pending	BR9906339	BR9906339	BR	1999/04/19	"aparelho de comunicacao de radio e metodo de controle de coeficiente de transmissao"
Granted	CN1266868	CN01804109	CN	2001/11/22	Communication terminal device and decoding method
Granted	JP3399923	JP2000362431	JP	2000/11/29	Decoding device and decoding method
Granted	JP3492637	JP2001046559	JP	2001/02/22	Decoding device and decoding method
Granted	JP3522700	JP2001023713	JP	2001/01/31	Channel detecting apparatus and method therefor
Granted	JP3526271	JP2001031850	JP	2001/02/08	Decoding device and decoding method
Granted	KR100727732	KR20057021280	KR	2005/11/09	Decoding device and decoding method

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	CN1114324	CN97119237	CN	1997/09/30	Base station, mobile unit communication apparatus and method of communication between them
Granted	DE69708823	DE69708823	DE	1997/10/01	Spread-spectrum method and system for communication between a base station and a plurality of mobile units
Granted	EP0836288	EP97307725	FI	1997/10/01	Spread-spectrum method and system for communication between a base station and a plurality of mobile units
Granted	EP0836288	EP97307725	FR	1997/10/01	Spread-spectrum method and system for communication between a base station and a plurality of mobile units
Granted	EP0836288	EP97307725	GB	1997/10/01	Spread-spectrum method and system for communication between a base station and a plurality of mobile units
Granted	EP0836288	EP97307725	SE	1997/10/01	Spread-spectrum method and system for communication between a base station and a plurality of mobile units
Granted	JP3720141	JP26062596	JP	1996/10/01	Mobile communication method and its system
Granted	AU710430	AU4320797	AU	1997/09/25	Base station equipment for mobile communication
Granted	CA2238358	CA2238358	CA	1997/09/25	Base station apparatus for mobile communication
Granted	CN1175592	CN97191312	CN	1997/09/25	Base station equipment for mobile communication
Granted	DE69721224	DE69721224	DE	1997/09/25	Verfahren f�r sanftes weiterreichen in einer basisstation mit sektoren und basisstation daf�r
Granted	EP0869629	EP97941232	FR	1997/09/25	Soft handover method in a sectored base station and base station therefor
Granted	EP0869629	EP97941232	GB	1997/09/25	Soft handover method in a sectored base station and base station therefor
Granted	EP0869629	EP97941232	IT	1997/09/25	Soft handover method in a sectored base station and base station therefor
Granted	EP0869629	EP97941232	NL	1997/09/25	Soft handover method in a sectored base station and base station therefor
Granted	JP4098833	JP51549798	JP	1997/09/25	Mobile communication base station device
Granted	CN1100464	CN98105319	CN	1998/02/20	Differential detector with error correcting function
Granted	DE69818323	DE69818323	DE	1998/02/11	Differential-detektor mit fehlerkorrekturfunktion
Granted	EP0860964	EP98301000	FR	1998/02/11	Differential detector with error correcting function

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	EP0860964	EP98301000	GB	1998/02/11	Differential detector with error correcting function
Granted	CN1262083	CN99110630	CN	1999/07/23	Cdma radio communication system and its method
Granted	DE69936019	DE69936019	DE	1999/07/21	Cdma-funk-Übertragungssystem und -verfahren
Granted	EP0975118	EP99114151	FR	1999/07/21	Cdma radio communication system and method
Granted	EP0975118	EP99114151	GB	1999/07/21	Cdma radio communication system and method
Granted	JP3411850	JP9142999	JP	1999/03/31	Cdma radio communication system
Granted	JP3411854	JP19480599	JP	1999/07/08	Cdma radio communication system and method
Granted	CN1086524	CN98106939	CN	1998/04/15	Switching over method for cdma system and base station of mobile station
Granted	CN1170388	CN02105576	CN	1998/04/15	Commutation method in cdma
Granted	DE69817904	DE69817904	DE	1998/04/14	Weiterreichen verfahren in einem spreizspektrum-Übertragungseinrichtung
Granted	DE69824054	DE69824054	DE	1998/04/14	Spreizspektrumkommunikationssystem
Granted	EP0873034	EP98106758	FR	1998/04/14	Handover method in a spread spectrum communication system
Granted	EP0873034	EP98106758	GB	1998/04/14	Handover method in a spread spectrum communication system
Granted	EP0873034	EP98106758	NL	1998/04/14	Handover method in a spread spectrum communication system
Granted	EP0873034	EP98106758	SE	1998/04/14	Handover method in a spread spectrum communication system
Granted	EP1304899	EP02026952	FR	1998/04/14	Spread spectrum communication system
Granted	EP1304899	EP02026952	GB	1998/04/14	Spread spectrum communication system
Granted	EP1304899	EP02026952	NL	1998/04/14	Spread spectrum communication system
Granted	EP1304899	EP02026952	SE	1998/04/14	Spread spectrum communication system
Granted	KR100371837	KR20020030497	KR	2002/05/31	Hand-over method, mobile station apparatus and base station apparatus
Granted	CN1134128	CN99103968	CN	1999/03/09	Cdma/tdd mobile communication system and method
Granted	DE69927200	DE69927200	DE	1999/03/04	Cdma/tdd mobiles kommunikationssystem und verfahren
Granted	DE69942350	DE69942350	DE	1999/03/04	Cdma/tdd mobilstation und verfahren
Granted	EP0948221	EP99102882	FR	1999/03/04	Cdma/tdd mobile communication system and method
Granted	EP0948221	EP99102882	GB	1999/03/04	Cdma/tdd mobile communication system and method
Granted	EP0948221	EP99102882	IT	1999/03/04	Cdma/tdd mobile communication system and method

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	EP1578163	EP05013391	FR	1999/03/04	Cdma/tdd mobile station and method
Granted	EP1578163	EP05013391	GB	1999/03/04	Cdma/tdd mobile station and method
Granted	EP1578163	EP05013391	IT	1999/03/04	Cdma/tdd mobile station and method
Granted	ES2248932	ES99102882	ES	1999/03/04	Sistema de comunicacion movil cdma/tdd y metodo.
Granted	ES2343414	ES05013391	ES	1999/03/04	Estacion movil cdma/tdd y metodo.
Granted	JP3881770	JP7831798	JP	1998/03/10	System and method for time division duplex cdma mobile communication
Granted	CN100413233	CN00131890	CN	2000/07/05	Communication terminal device and base station device
Granted	DE60026907	DE60026907	DE	2000/07/04	KommunikationsendgerÃtvorrichtung und basisstationvorrichtung
Granted	DE60043953	DE60043953	DE	2000/07/04	Cdma-sender und -empfÃnger unter verwendung von midambles
Granted	EP1067723	EP00114318	FR	2000/07/04	Communication terminal apparatus and base station apparatus
Granted	EP1067723	EP00114318	GB	2000/07/04	Communication terminal apparatus and base station apparatus
Granted	EP1667337	EP06001107	FR	2000/07/04	Cdma transmitter and receiver using midambles
Granted	EP1667337	EP06001107	GB	2000/07/04	Cdma transmitter and receiver using midambles
Granted	EP1667337	EP06001107	SE	2000/07/04	Cdma transmitter and receiver using midambles
Granted	JP3748351	JP33139199	JP	1999/11/22	Communication equipment and communication method
Granted	CN1233119	CN00119928	CN	2000/07/03	Wireless communication device and wireless communication method
Granted	JP3678944	JP18952099	JP	1999/07/02	Transmitter-receiver
Granted	KR20010015127	KR20000037494	KR	2000/07/01	Transmitter-receiver
Granted	CA2316782	CA2316782	CA	1999/11/08	Apparatus and method for transmission/reception
Granted	CN1248438	CN99801989	CN	1999/11/08	Transmitting / receiving device and transmitting / receiving method
Granted	EP1043858	EP99954417	DE	1999/11/08	Transmitting/receiving device and transmitting/receiving method
Granted	EP1043858	EP99954417	FR	1999/11/08	Transmitting/receiving device and transmitting/receiving method
Granted	EP1043858	EP99954417	GB	1999/11/08	Transmitting/receiving device and transmitting/receiving method
Granted	IL137058	IL13705899	IL	1999/11/08	Apparatus and method for transmission/reception

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	KR388400	KR2000-7007459	KR	1999/11/08	Apparatus and method for transmission/reception
Granted	KR611866	KR2003-7000348	KR	2003/01/10	Apparatus and method for transmission/reception
Granted	NO332385	NO20003476	NO	2000/07/05	Fremgangsmate og apparat for sending/mottaking
Granted	CN1281009	CN00126839	CN	2000/09/06	Apparatus and method for orthogonal frequency division multiplexing communication
Granted	DE60041618	DE60041618	DE	2000/09/06	MehrtrÄfÄmpfÄnger mit auswÄhlbaren demodulatoren
Granted	EP1083718	EP00119285	FR	2000/09/06	Multicarrier receiver with selectable demodulators
Granted	EP1083718	EP00119285	GB	2000/09/06	Multicarrier receiver with selectable demodulators
Granted	EP1083718	EP00119285	SE	2000/09/06	Multicarrier receiver with selectable demodulators
Granted	JP3796076	JP25363399	JP	1999/09/07	Odfm communication equipment
Granted	CN1153392	CN01800054	CN	2001/01/15	Interference signal removing device and interference signal removing method
Granted	DE60114511	DE60114511	DE	2001/01/15	Verfahren und vorrichtung zur beseitigung von stÄrsignalen
Granted	EP1164735	EP01900770	FR	2001/01/15	Interference signal removing device and interference signal removing method
Granted	EP1164735	EP01900770	GB	2001/01/15	Interference signal removing device and interference signal removing method
Granted	JP3515033	JP2000010877	JP	2000/01/19	Interference signal elimination device and interference signal elimination method
Granted	CN1174643	CN01102993	CN	2001/02/13	Combined signalling and signal interference ratio internal ring power control
Granted	DE60045506	DE60045506	DE	2000/11/21	Sendeleistungsregelung mittels einer inneren schleife
Granted	EP1139580	EP00310315	FR	2000/11/21	Inner-loop power control
Granted	EP1139580	EP00310315	GB	2000/11/21	Inner-loop power control
Granted	EP1139580	EP00310315	IT	2000/11/21	Inner-loop power control
Granted	ES2358388	ES00310315	ES	2000/11/21	Control de potencia de lazo interno.
Granted	CN1181625	CN00802695	CN	2000/11/27	Communication terminal device and transmit power control method
Granted	JP3583343	JP2000076032	JP	2000/03/17	Communication terminal, base station unit and transmission power control method

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Pending	EP1146668	EP00977949	EP	2000/11/27	Communication terminal, base station system, and method of controlling transmission power
EP-designated	EP1146668	EP00977949	DE	2000/11/27	Communication terminal, base station system, and method of controlling transmission power
EP-designated	EP1146668	EP00977949	FR	2000/11/27	Communication terminal, base station system, and method of controlling transmission power
EP-designated	EP1146668	EP00977949	GB	2000/11/27	Communication terminal, base station system, and method of controlling transmission power
Granted	CN1148895	CN01801884	CN	2001/07/02	Base station unit and method for radio communication
Granted	CN1276596	CN200410007371	CN	2001/07/02	Base station apparatus and radio communication method
Granted	DE60117263	DE60117263	DE	2001/07/02	Basisstationseinheit und verfahren zur funkkommunikation
Granted	DE60121055	DE60121055	DE	2001/07/02	Basisstationsvorrichtung und funkkommunikationsverfahren zur hochgeschwindigkeitsdaten-bertragung
Granted	EP1209824	EP01945745	FR	2001/07/02	Base station unit and method for radio communication
Granted	EP1209824	EP01945745	GB	2001/07/02	Base station unit and method for radio communication
Granted	EP1437841	EP04003162	FR	2001/07/02	Base station apparatus and radio communication method for high-speed data communication
Granted	EP1437841	EP04003162	GB	2001/07/02	Base station apparatus and radio communication method for high-speed data communication
Granted	JP4359218	JP2004293911	JP	2004/10/06	Base station system and radio communication method
Granted	JP4409793	JP2001200184	JP	2001/06/29	Base station equipment and method for radio communication
Granted	CN1174588	CN02119390	CN	2002/05/15	Grouping receiver and transmission method thereof
Granted	DE60208466	DE60208466	DE	2002/05/15	Verfahren und vorrichtung zur fehlerkorrektur der statischen informationen im kopffeld eines empfangenen packets
Granted	EP1261184	EP02010884	FR	2002/05/15	Method and device for error correction in the static header information of a received packet

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	EP1261184	EP02010884	GB	2002/05/15	Method and device for error correction in the static header information of a received packet
Granted	JP3512177	JP2001146281	JP	2001/05/16	Packet receiver and packet transmission method
Granted	CN1288939	CN01804070	CN	2001/11/27	Radio communication system, base station device and communication terminal accommodated in the system
Granted	DE60106196	DE60106196	DE	2001/11/27	Funkkommunikationssystem, BasisstationsgerÄt sowie ein in dem System aufgenommenes KommunikationssendergerÄt
Granted	DE60114671	DE60114671	DE	2001/11/27	Funkkommunikationssystem, Basisstation und KommunikationssendergerÄt
Granted	EP1246492	EP01999126	FI	2001/11/27	Radio communication system, base station device and communication terminal accommodated in the system
Granted	EP1246492	EP01999126	FR	2001/11/27	Radio communication system, base station device and communication terminal accommodated in the system
Granted	EP1246492	EP01999126	GB	2001/11/27	Radio communication system, base station device and communication terminal accommodated in the system
Granted	EP1246492	EP01999126	IT	2001/11/27	Radio communication system, base station device and communication terminal accommodated in the system
Granted	EP1246492	EP01999126	NL	2001/11/27	Radio communication system, base station device and communication terminal accommodated in the system
Granted	EP1246492	EP01999126	SE	2001/11/27	Radio communication system, base station device and communication terminal accommodated in the system
Granted	EP1387597	EP03025316	FR	2001/11/27	Radio communication system, base station and communication terminal
Granted	EP1387597	EP03025316	GB	2001/11/27	Radio communication system, base station and communication terminal
Granted	ES2230395	ES01999126	ES	2001/11/27	Sistema de radiocomunicacion que comprende un dispositivo de estacion base y un terminal de comunicacion.
Granted	JP3691383	JP2000363649	JP	2000/11/29	Radio communication system, base station device and communication terminal accommodated in the system
Granted	CN100534005	CN200510088453	CN	2001/12/19	Wireless base station apparatus and wireless communication method
Granted	CN1162989	CN01805368	CN	2001/12/19	Radio base station device and radio communication method

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	JP3679000	JP2000389473	JP	2000/12/21	Radio base station equipment and radio communication method
Granted	CN1224207	CN02142556	CN	2002/08/22	Method and apparatus for automatic request repeat of sending and receiving
Granted	DE60104113	DE60104113	DE	2001/08/22	ÄfÄ“bertragungsverfahren und ÄfÄ“bertragungsgerÄt mit mehrkanal-arq
Granted	EP1286491	EP01120182	FR	2001/08/22	Multichannel arq method and apparatus
Granted	EP1286491	EP01120182	GB	2001/08/22	Multichannel arq method and apparatus
Granted	JP3650383	JP2002241027	JP	2002/08/21	Transmitter, receiver and arq transmitting and receiving method
Granted	KR100494251	KR20020049754	KR	2002/08/22	Arq transmission and reception methods and apparatus
Granted	CN1319307	CN02820398	CN	2002/08/07	Transmission/reception apparatus and transmission/reception method
Granted	DE60239543	DE60239543	DE	2002/08/07	Sende-empfangs-vorrichtung und sende-empfangs-verfahren
Granted	EP1422861	EP02755868	FR	2002/08/07	Transmission / reception apparatus and transmission / reception method
Granted	EP1422861	EP02755868	GB	2002/08/07	Transmission / reception apparatus and transmission / reception method
Granted	JP3880437	JP2002113607	JP	2002/04/16	Transmission/reception apparatus and transmission/ reception method
Granted	CN1224293	CN02804809	CN	2002/11/11	Dispatching device, base station device and wireless communication method
Granted	EP1365617	EP02780065	DE	2002/11/11	Schedule creation apparatus, base station apparatus, and radio communication method
Granted	EP1365617	EP02780065	FR	2002/11/11	Schedule creation apparatus, base station apparatus, and radio communication method
Granted	EP1365617	EP02780065	GB	2002/11/11	Schedule creation apparatus, base station apparatus, and radio communication method
Granted	JP3576525	JP2001345444	JP	2001/11/09	Schedule maker, base station device, and radio communication method
Granted	CN100514895	CN03800915	CN	2003/03/19	Method of data retransmission in multi-carrier transmission and communication apparatus having data retransmission control device
Granted	JP4287751	JP2003581390	JP	2003/03/19	The data retransmission method in multiple carrier transmitting and the communication device which has the data retransmission control control equipment

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Pending	EP1492258	EP03710414	EP	2003/03/19	Method of data retransmission in multi-carrier transmission and communication apparatus having data retransmission control device
EP-designated	EP1492258	EP03710414	DE	2003/03/19	Method of data retransmission in multi-carrier transmission and communication apparatus having data retransmission control device
EP-designated	EP1492258	EP03710414	FI	2003/03/19	Method of data retransmission in multi-carrier transmission and communication apparatus having data retransmission control device
EP-designated	EP1492258	EP03710414	FR	2003/03/19	Method of data retransmission in multi-carrier transmission and communication apparatus having data retransmission control device
EP-designated	EP1492258	EP03710414	GB	2003/03/19	Method of data retransmission in multi-carrier transmission and communication apparatus having data retransmission control device
EP-designated	EP1492258	EP03710414	SE	2003/03/19	Method of data retransmission in multi-carrier transmission and communication apparatus having data retransmission control device
Granted	CN1266982	CN03800365	CN	2003/02/06	Radio communication apparatus and transfer rate decision method
Granted	DE60314588	DE60314588	DE	2003/02/06	Funkkommunikationsvorrichtung und transferratenentscheidungsverfahren
Granted	EP1424869	EP03705051	FR	2003/02/06	Radio communication apparatus and transfer rate decision method
Granted	EP1424869	EP03705051	GB	2003/02/06	Radio communication apparatus and transfer rate decision method
Granted	JP3686614	JP2002030942	JP	2002/02/07	Wireless communication apparatus and transmission rate decision method
Granted	CN100514973	CN03800419	CN	2003/01/30	Rate matching device and rate matching method
Granted	JP3629241	JP2002021499	JP	2002/01/30	Device and method for rate matching
Granted	CN100502273	CN200310102691	CN	2003/10/29	Test device, mobile terminal device and test method
Granted	CN1964243	CN200610073263	CN	2003/10/29	Test apparatus, mobile terminal apparatus and wireless transmission property test method
Granted	EP1441554	EP04000733	CH	2004/01/15	Test apparatus, mobile terminal apparatus and test method

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	EP1441554	EP04000733	DE	2004/01/15	Test apparatus, mobile terminal apparatus and test method
Granted	EP1441554	EP04000733	FR	2004/01/15	Test apparatus, mobile terminal apparatus and test method
Granted	EP1441554	EP04000733	GB	2004/01/15	Test apparatus, mobile terminal apparatus and test method
Granted	EP1441554	EP04000733	IE	2004/01/15	Test apparatus, mobile terminal apparatus and test method
Granted	EP1441554	EP04000733	LI	2004/01/15	Test apparatus, mobile terminal apparatus and test method
Granted	EP1441554	EP04000733	LU	2004/01/15	Test apparatus, mobile terminal apparatus and test method
Granted	EP1441554	EP04000733	MC	2004/01/15	Test apparatus, mobile terminal apparatus and test method
Granted	DE60332146	DE60332146	DE	2003/11/13	Sendervorrichtung und sendeverfahren
Granted	EP1564920	EP03774003	FR	2003/11/13	Transmitter apparatus and transmitting method
Granted	EP1564920	EP03774003	GB	2003/11/13	Transmitter apparatus and transmitting method
Granted	JP3796211	JP2002333448	JP	2002/11/18	Transmitter and transmitting method
Granted	JP4163937	JP2002355079	JP	2002/12/06	Ofdm-cdma transmitter and ofdm-cdma transmission method
Granted	CN1692592	CN200380100629	CN	2003/11/14	Cdma transmitting apparatus and cdma receiving apparatus
Granted	DE60325751	DE60325751	DE	2003/11/14	Cdma mimo system
Granted	EP1551124	EP03772765	FR	2003/11/14	Cdma mimo system
Granted	EP1551124	EP03772765	GB	2003/11/14	Cdma mimo system
Granted	JP3583414	JP2002330453	JP	2002/11/14	Code division multiple access transmitter and code division multiple access receiver
Granted	CN1714519	CN200380103837	CN	2003/11/26	Radio reception device and radio reception method
Granted	EP1569362	EP03775882	DE	2003/11/26	Radio reception device and radio reception method
Granted	EP1569362	EP03775882	FR	2003/11/26	Radio reception device and radio reception method
Granted	EP1569362	EP03775882	GB	2003/11/26	Radio reception device and radio reception method
Granted	JP3629261	JP2002341741	JP	2002/11/26	Apparatus and method for radio reception
Granted	CN101019360	CN200480043975	CN	2004/09/13	Automatic retransmission request control system and method in mimo-ofdm system

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Granted	EP1788742	EP04772990	DE	2004/09/13	Automatic retransmission request control system and retransmission method in mimo-ofdm system
Granted	EP1788742	EP04772990	FR	2004/09/13	Automatic retransmission request control system and retransmission method in mimo-ofdm system
Granted	EP1788742	EP04772990	GB	2004/09/13	Automatic retransmission request control system and retransmission method in mimo-ofdm system
Granted	JP4384668	JP2006534962	JP	2004/09/13	The automatic request for repetition control system and the retransmission method in the mimo-ofdm system
Granted	CN100578989	CN200480000627	CN	2004/04/28	Cdma transmitting apparatus, base station device usings the same and cdma transmitting method
Granted	JP3799030	JP2003132133	JP	2003/05/09	Device and method for cdma transmission
Pending	EP1630993	EP04730067	EP	2004/04/28	Cdma transmitting apparatus and cdma transmitting method
EP-designated	EP1630993	EP04730067	DE	2004/04/28	Cdma transmitting apparatus and cdma transmitting method
EP-designated	EP1630993	EP04730067	FI	2004/04/28	Cdma transmitting apparatus and cdma transmitting method
EP-designated	EP1630993	EP04730067	FR	2004/04/28	Cdma transmitting apparatus and cdma transmitting method
EP-designated	EP1630993	EP04730067	GB	2004/04/28	Cdma transmitting apparatus and cdma transmitting method
EP-designated	EP1630993	EP04730067	SE	2004/04/28	Cdma transmitting apparatus and cdma transmitting method
Granted	CN100591000	CN200580029870	CN	2005/09/05	Classifying-synthesizing transmission method of multi-user feedback information at base station
Granted	CN101015161	CN200580029870	CN	2005/09/05	Classifying-synthesizing transmission method of multi-user feedback information at base station
Granted	JP4675904	JP2006535743	JP	2005/09/05	Taxonomic synthetic transmission method of feedback information multi user in base station
Granted	JP4838144	JP2006545166	JP	2005/11/18	Communication device, communication system and communication method

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Pending	EP1811700	EP05807089	EP	2005/11/18	Communication apparatus, communication system, and communication method
EP-designated	EP1811700	EP05807089	DE	2005/11/18	Communication apparatus, communication system, and communication method
EP-designated	EP1811700	EP05807089	FR	2005/11/18	Communication apparatus, communication system, and communication method
EP-designated	EP1811700	EP05807089	GB	2005/11/18	Communication apparatus, communication system, and communication method
Granted	CN101053272	CN200580037780	CN	2005/08/31	Efficient rise over thermal (rot) control during soft handover
Granted	DE602004008068	DE602004008068	DE	2004/08/31	Effiziente "rise over thermal (rot)" steuerung während eines sanften weiterreichens
Granted	DE602004021447	DE602004021447	DE	2004/08/31	Effiziente rise-over-thermal-steuerung während eines sanften handovers
Granted	EP1631104	EP04020647	FI	2004/08/31	Efficient rise over thermal (rot) control during soft handover
Granted	EP1631104	EP04020647	FR	2004/08/31	Efficient rise over thermal (rot) control during soft handover
Granted	EP1631104	EP04020647	GB	2004/08/31	Efficient rise over thermal (rot) control during soft handover
Granted	EP1631104	EP04020647	IT	2004/08/31	Efficient rise over thermal (rot) control during soft handover
Granted	EP1631104	EP04020647	SE	2004/08/31	Efficient rise over thermal (rot) control during soft handover
Granted	EP1838125	EP07011278	FI	2004/08/31	Efficient rise over thermal (rot) control during soft handover
Granted	EP1838125	EP07011278	FR	2004/08/31	Efficient rise over thermal (rot) control during soft handover
Granted	EP1838125	EP07011278	GB	2004/08/31	Efficient rise over thermal (rot) control during soft handover
Granted	EP1838125	EP07011278	IT	2004/08/31	Efficient rise over thermal (rot) control during soft handover
Granted	EP1838125	EP07011278	SE	2004/08/31	Efficient rise over thermal (rot) control during soft handover
Granted	ES2291786	ES04020647	ES	2004/08/31	Control eficaz del aumento de sobreexplotacion termica (rot) durante una transferencia flexible.
Granted	ES2327008	ES07011278	ES	2004/08/31	Control eficiente del rot durante transferencia blanda.
Granted	IN200700601P2	IN601/KOLNP/2007	IN	2007/02/19	Efficient rise over thermal (rot) control during soft handover

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Granted	JP4041531	JP2007512130	JP	2005/08/31	The method of communicating the information which it is related to the scheduling of uplink data transmission, the portable communication system, base station, the radio network controller, and the portable terminal
Pending	BRPI0515242	BRPI0515242	BR	2005/08/31	Método para a comunicação das informações que estão relacionadas com a programação de transmissão de dados de ligação superior, sistema de comunicação móvel, estação base em um sistema de comunicação móvel, controlador de rede de rádio em um sistema de
Granted	CN101103575	CN200680002338	CN	2006/01/10	Multi-antenna communication method and multi-antenna communication device
Granted	JP4769201	JP2006552910	JP	2006/01/10	Multiple antenna communication method and multiple antenna communication device
Granted	CN101283535	CN200680037602	CN	2006/11/22	Method for generating and detecting multiple pilot frequencies in multi-antenna communication system
Granted	JP4981682	JP2007546481	JP	2006/11/22	Multiple pilot formation method and the method of detection in the multiple antenna communication system
Granted	JP4914352	JP2007521121	JP	2006/03/03	Communication terminal unit and base station device
Granted	CN101411240	CN200680054042	CN	2006/11/02	Uplink resource allocation in a mobile communication system
Granted	CN102202414	CN201110084678	CN	2006/11/02	Uplink resource allocation in a mobile communication system
Granted	JP2012157036	JP2012060156	JP	2012/03/16	Uplink resource allocation in mobile communication system
Granted	JP5020263	JP2008552689	JP	2006/11/02	Allotment of the uplink resource in the portable communication system
Granted	JP5059982	JP2012132803	JP	2012/06/12	Uplink resource allocation in mobile communication system
Pending	EP1816883	EP06002248	EP	2006/02/03	Uplink resource allocation in a mobile communication system
EP-designated	EP1816883	EP06002248	DE	2006/02/03	Uplink resource allocation in a mobile communication system
EP-designated	EP1816883	EP06002248	FI	2006/02/03	Uplink resource allocation in a mobile communication system

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EP-designated	EP1816883	EP06002248	FR	2006/02/03	Uplink resource allocation in a mobile communication system
EP-designated	EP1816883	EP06002248	GB	2006/02/03	Uplink resource allocation in a mobile communication system
EP-designated	EP1816883	EP06002248	SE	2006/02/03	Uplink resource allocation in a mobile communication system
Granted	JP4654298	JP2008534161	JP	2006/09/11	Ofdm transmitting device and ofdm receiving device
Pending	EP2061170	EP06783262	EP	2006/09/11	Ofdm transmitter and ofdm receiver
EP-designated	EP2061170	EP06783262	DE	2006/09/11	Ofdm transmitter and ofdm receiver
EP-designated	EP2061170	EP06783262	FR	2006/09/11	Ofdm transmitter and ofdm receiver
EP-designated	EP2061170	EP06783262	GB	2006/09/11	Ofdm transmitter and ofdm receiver
Granted	JP5009982	JP2009516088	JP	2007/05/25	Multiple carrier transmitting device
Granted	CA2127616	CA2127616	CA	1994/07/07	Mobile communication unit
Granted	CN1074875	CN94108731	CN	1994/07/16	Mobile communication unit
Granted	CN1128555	CN00135098	CN	2000/12/11	Mobile communication unit and method
Granted	KR0126874	KR19940017210	KR	1994/07/16	Mobile communication system
Granted	CA2127672	CA2127672	CA	1994/07/08	Mobile radio system
Granted	CN1068164	CN94107859	CN	1994/07/15	Mobile radio system
Granted	JP2942977	JP19901893	JP	1993/07/16	Mobile communication equipment
Granted	KR960016641	KR19940017085	KR	1994/07/15	Mobile communication equipment
Granted	DE69534524	DE69534524	DE	1995/08/16	Verfahren und gerÄt zur synchronisierung in einem direktsequenzspreizspektrumkommunikationssystem
Granted	EP0701333	EP95305717	FR	1995/08/16	Synchronisation method and apparatus for a direct sequence spread spectrum communications system
Granted	EP0701333	EP95305717	GB	1995/08/16	Synchronisation method and apparatus for a direct sequence spread spectrum communications system
Granted	JP3142222	JP13494595	JP	1995/06/01	Synchronization method and device for spread spectrum communication

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Granted	JP2863993	JP15585595	JP	1995/06/22	Cdma radio multiplex sender and cdma radio multiplex transmitter
Granted	CA2246168	CA2246168	CA	1998/08/31	Pn code generating apparatus and mobile radio communication system
Granted	CN100379299	CN02127365	CN	1998/08/27	Pn code producing method and device
Granted	CN1094019	CN98118564	CN	1998/08/27	Pn code generating device and mobile radio communication system
Granted	DE69838572	DE69838572	DE	1998/08/27	Pn-kodegenerator
Granted	EP0901236	EP98116233	FI	1998/08/27	Pn code generator
Granted	EP0901236	EP98116233	FR	1998/08/27	Pn code generator
Granted	EP0901236	EP98116233	GB	1998/08/27	Pn code generator
Granted	EP0901236	EP98116233	SE	1998/08/27	Pn code generator
Granted	JP3329705	JP25287297	JP	1997/09/02	Pn code generator and mobile radio communication system
Pending	EP1835617	EP07108762	EP	1998/08/27	Pn code generation apparatus and method thereof
EP-designated	EP1835617	EP07108762	DE	1998/08/27	Pn code generation apparatus and method thereof
EP-designated	EP1835617	EP07108762	FI	1998/08/27	Pn code generation apparatus and method thereof
EP-designated	EP1835617	EP07108762	FR	1998/08/27	Pn code generation apparatus and method thereof
EP-designated	EP1835617	EP07108762	GB	1998/08/27	Pn code generation apparatus and method thereof
EP-designated	EP1835617	EP07108762	SE	1998/08/27	Pn code generation apparatus and method thereof
Granted	CA2266104	CA2266104	CA	1998/07/16	Cdma mobile station and cdma transmission method
Granted	CN100442686	CN03108352	CN	1998/07/16	Cdma mobile station equipment and cdma transmitting method
Granted	CN1109476	CN98801017	CN	1998/07/16	Cdma mobile station apparatus and cdma transmission method
Granted	DE69831726	DE69831726	DE	1998/07/16	Cdma mobile station und cdma Äbertragungsverfahren
Granted	EP0936831	EP98932553	FR	1998/07/16	Cdma mobile station and cdma transmission method
Granted	EP0936831	EP98932553	GB	1998/07/16	Cdma mobile station and cdma transmission method

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	EP0936831	EP98932553	IT	1998/07/16	Cdma mobile station and cdma transmission method
Granted	EP0936831	EP98932553	NL	1998/07/16	Cdma mobile station and cdma transmission method
Granted	ES2251091	ES98932553	ES	1998/07/16	Estacion movil cdma y procedimiento de transmision cdma.
Granted	JP3655057	JP20964297	JP	1997/07/19	Cdma mobile transmitting device and transmitting method using the device
Granted	CN100353693	CN200410059002	CN	1998/07/17	Cdma radio communication apparatus
Granted	CN1113497	CN98116336	CN	1998/07/17	Radio communication terminal apparatus
Granted	CN1167219	CN02102800	CN	1998/07/17	Cdma radio communication equipment
Granted	DE69825370	DE69825370	DE	1998/07/15	Cdma funknachrichten-Übertragungssystem
Granted	DE69839197	DE69839197	DE	1998/07/15	Synchronisationsverfahren in einem kodemultiplexvielfachzugriffssystem
Granted	EP0892503	EP98113191	FR	1998/07/15	Cdma radio communication apparatus
Granted	EP0892503	EP98113191	GB	1998/07/15	Cdma radio communication apparatus
Granted	EP0892503	EP98113191	IT	1998/07/15	Cdma radio communication apparatus
Granted	EP1447918	EP04012123	FR	1998/07/15	A synchronization method for a cdma system
Granted	EP1447918	EP04012123	GB	1998/07/15	A synchronization method for a cdma system
Granted	EP1447918	EP04012123	IT	1998/07/15	A synchronization method for a cdma system
Granted	ES2226037	ES98113191	ES	1998/07/15	Aparato de comunicacion por radio cdma.
Granted	ES2301896	ES04012123	ES	1998/07/15	Procedimiento de sincronizacion para un sistema cdma.
Pending	EP1914904	EP08100709	EP	1998/07/15	A cdma radio communication system and a transmission apparatus for such a system
EP-designated	EP1914904	EP08100709	ES	1998/07/15	A cdma radio communication system and a transmission apparatus for such a system
EP-designated	EP1914904	EP08100709	FR	1998/07/15	A cdma radio communication system and a transmission apparatus for such a system
EP-designated	EP1914904	EP08100709	GB	1998/07/15	A cdma radio communication system and a transmission apparatus for such a system
EP-designated	EP1914904	EP08100709	IT	1998/07/15	A cdma radio communication system and a transmission apparatus for such a system

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EP-designated	EP1914904	EP08100709 (DE69843248)	DE	1998/07/15	A cdma radio communication system and a transmission apparatus for such a system
Granted	CA2127606	CA2127606	CA	1994/07/07	Code-division multiple-access mobile telephone system
Granted	CN1075911	CN94108729	CN	1994/07/16	Automobile on-board and/or portable telephone system
Granted	CN1102022	CN94108729	CN	1994/07/16	Automobile on-board and/or portable telephone system
Granted	JP2863975	JP19901393	JP	1993/07/16	Automobile-portable telephone system
Granted	KR0126628	KR19940017209	KR	1994/07/16	Mobile communications system
Granted	CN100364247	CN200410045794	CN	2001/06/25	Method for controlling transmission power
Granted	CN1158790	CN01802160	CN	2001/06/25	Communication terminal apparatus
Granted	DE60110020	DE60110020	DE	2001/06/25	KommunikationsendgerÄ,t
Granted	DE60116907	DE60116907	DE	2001/06/25	KommunikationsendgerÄt
Granted	DE60147140	EP05025574	DE	2001/06/25	Communication terminal apparatus
Granted	EP1204225	EP01941209	FR	2001/06/25	Communication terminal apparatus
Granted	EP1204225	EP01941209	GB	2001/06/25	Communication terminal apparatus
Granted	EP1523111	EP05000430	FR	2001/06/25	Communication terminal apparatus
Granted	EP1523111	EP05000430	GB	2001/06/25	Communication terminal apparatus
Granted	EP1630972	EP05025574	FR	2001/06/25	Communication terminal apparatus
Granted	EP1630972	EP05025574	GB	2001/06/25	Communication terminal apparatus
Granted	JP3426194	JP2000231256	JP	2000/07/31	Base station device, communication terminal device, and communication method
Granted	JP4431189	JP2009197228	JP	2009/08/27	Radio communication device, radio communication method, and radio communication system
Granted	JP4431190	JP2009197229	JP	2009/08/27	Radio communication device, radio communication method, and radio communication system
Granted	JP4431191	JP2009197230	JP	2009/08/27	Radio communication system and radio communication method
Granted	JP4511783	JP2002367259	JP	2002/12/18	Base station equipment, communication terminal unit, and communication method
Granted	CN100469169	CN01802181	CN	2001/08/02	Communication terminal device and radio communication method
Granted	CN1386388	CN01802181	CN	2001/08/02	Communication terminal, base station device, and radio communication method
Granted	DE60134208	DE60134208	DE	2001/08/02	Nkkommunikationsverfahren

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Granted	EP1217861	EP01955557	FR	2001/08/02	Communication terminal, base station device, and radio communication method
Granted	EP1217861	EP01955557	GB	2001/08/02	Communication terminal, base station device, and radio communication method
Granted	JP2003224516	JP2002367213	JP	2002/12/18	Communication terminal apparatus, base station apparatus and radio communication method
Granted	JP2009284537	JP2009197375	JP	2009/08/27	Transmission method, receiving method, and radio communication method
Granted	JP3426200	JP2000285405	JP	2000/09/20	Communication terminal device, base station device and radio communication method
Granted	JP4536821	JP2009197376	JP	2009/08/27	Transmission apparatus, receiving apparatus and wireless communication system
Pending	EP1976141	EP08004604	EP	2001/08/02	Communication terminal apparatus, base station apparatus, and radio communication method
EP-designated	EP1976141	EP08004604	DE	2001/08/02	Communication terminal apparatus, base station apparatus, and radio communication method
EP-designated	EP1976141	EP08004604	FR	2001/08/02	Communication terminal apparatus, base station apparatus, and radio communication method
EP-designated	EP1976141	EP08004604	GB	2001/08/02	Communication terminal apparatus, base station apparatus, and radio communication method

2. Huawei Assets

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	CN100502402	CN200510119756.9	CN	2005/11/04	Method and device for processing session message in IMS network
Granted	CN101189850	CN200680011706.1	CN	2006/07/26	Method, system and device in IMS network processing SIP message
Granted	EP1755310	EP2006254341A	DE	2006/08/18	Methods and apparatuses for processing SIP requests in an IMS network comprising an AS
Granted	EP1755310	EP2006254341A	ES	2006/08/18	Methods and apparatuses for processing SIP requests in an IMS network comprising an AS
Granted	EP1755310	EP2006254341A	FR	2006/08/18	Methods and apparatuses for processing SIP requests in an IMS network comprising an AS
Granted	EP1755310	EP2006254341A	GB	2006/08/18	Methods and apparatuses for processing SIP requests in an IMS network comprising an AS
Granted	EP1755310	EP2006254341A	IT	2006/08/18	Methods and apparatuses for processing SIP requests in an IMS network comprising an AS
Granted	IN254557	IN2008CN454A	IN	2008/01/28	Method, system and equipment for processing sip requests in IMS network
Pending	BRPI0614848	BRPI614848A	BR	2006/07/26	Method, system and equipment for processing sip requests in IMS network
Granted	CN100551148	CN200510093678.X	CN	2005/09/01	Method for realizing system switch in encryption mode
Granted	CN101156498	CN200680011893.3	CN	2006/09/01	Method for implementing inter-system switch-over
Granted	EP1871134	EP2006775581A	DE	2006/09/01	METHOD FOR HANDOVER BETWEEN SYSTEMS
Granted	EP1871134	EP2006775581A	FR	2006/09/01	METHOD FOR HANDOVER BETWEEN SYSTEMS

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	EP1871134	EP2006775581A	GB	2006/09/01	METHOD FOR HANDOVER BETWEEN SYSTEMS
Granted	CN101031004	CN200610058041.1	CN	2006/02/28	Method for realizing on-hook triggering service
Granted	CN101160940	CN200680012256.8	CN	2006/10/31	Method for implementing service triggered by off-hook
Granted	CN101156398	CN200680011910.3	CN	2006/10/24	Method and system for switching terminal state of media gateway
Granted	CN1964365	CN200510101368.8	CN	2005/11/11	Method for switching terminal status in media gateway
Granted	EP1786216	EP2006023462A	DE	2006/11/10	Method and system for switching the state of a termination in a media gateway
Granted	EP1786216	EP2006023462A	FR	2006/11/10	Method and system for switching the state of a termination in a media gateway
Granted	CN1901550	CN200610106654.8	CN	2006/07/21	Subscribing method based on conversation start protocol and its system and device
Granted	CN1764140	CN200510103571.9	CN	2005/09/21	Method for realizing application server communication
Granted	EP1796326	EP2005791501A	DE	2005/09/21	A METHOD FOR ENABLING COMMUNICATION IN APPLICATION SERVERS
Granted	EP1796326	EP2005791501A	FR	2005/09/21	A METHOD FOR ENABLING COMMUNICATION IN APPLICATION SERVERS
Granted	EP1796326	EP2005791501A	GB	2005/09/21	A METHOD FOR ENABLING COMMUNICATION IN APPLICATION SERVERS
Granted	EP1796326	EP2005791501A	IT	2005/09/21	A METHOD FOR ENABLING COMMUNICATION IN APPLICATION SERVERS
Granted	EP1796326	EP2005791501A	NL	2005/09/21	A METHOD FOR ENABLING COMMUNICATION IN APPLICATION SERVERS
Granted	EP1796326	EP2005791501A	SE	2005/09/21	A METHOD FOR ENABLING COMMUNICATION IN APPLICATION SERVERS

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	CN1929627	CN200510098402.0	CN	2005/09/06	A kind of realizing public user identification in IMS network of method that decreases pneumococcus nasal carriage and system
Granted	CN1941739	CN200510108129.5	CN	2005/09/29	Method and system for allocating and using user mark
Granted	CN1941774	CN200510108128.0	CN	2005/09/29	Method and system for realizing public user mark carrier
Granted	EP1761077	EP2006018705A	DE	2006/09/06	Method and system for enabling number portability in IMS networks
Granted	EP1761077	EP2006018705A	FR	2006/09/06	Method and system for enabling number portability in IMS networks
Granted	EP1761077	EP2006018705A	SE	2006/09/06	Method and system for enabling number portability in IMS networks
Granted	CN100563235	CN200610077923.2	CN	2006/04/26	Network element with interconnecting function, CSI terminal, IMS terminal interconnecting system and method
Granted	CN101313543	CN200780000211.3	CN	2007/01/09	Exchange functional network element, CSI terminal, IMS terminal exchange system and method
Granted	EP1973283	EP2007702010A	DE	2007/01/09	INTERWORKING NETWORK ELEMENT, INTERWORKING SYSTEM BETWEEN THE CSI TERMINAL AND THE IMS TERMINAL AND THE METHOD THEREOF
Granted	EP1973283	EP2007702010A	FR	2007/01/09	INTERWORKING NETWORK ELEMENT, INTERWORKING SYSTEM BETWEEN THE CSI TERMINAL AND THE IMS TERMINAL AND THE METHOD THEREOF

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	EP1973283	EP2007702010A	GB	2007/01/09	INTERWORKING NETWORK ELEMENT, INTERWORKING SYSTEM BETWEEN THE CSI TERMINAL AND THE IMS TERMINAL AND THE METHOD THEREOF
Granted	CN100411398	CN200510026714.0	CN	2005/06/13	Edge or packet gateway controlling method in next generation network and its system
Granted	CN100426805	CN200510026736.7	CN	2005/06/14	Edge or packet gateway control system in next generation network and its method
Granted	CN100438515	CN200510026737.1	CN	2005/06/14	Edge or packet gateway controlling method in next generation network and its system
Granted	CN101160799	CN200680012195.5	CN	2006/05/25	Fringe or packet gateway control system and control method thereof
Granted	EP1786162	EP2006741937A	DE	2006/05/22	METHOD FOR THE CALLING USER TERMINAL LISTENING TO THE SIGNAL TONE OF THE CALLED USER TERMINAL WHEN INTER-NETWORKING
Granted	EP1786162	EP2006741937A	GB	2006/05/22	METHOD FOR THE CALLING USER TERMINAL LISTENING TO THE SIGNAL TONE OF THE CALLED USER TERMINAL WHEN INTER-NETWORKING
Granted	EP1816887	EP2006775336A	DE	2006/08/10	METHOD AND SYSTEM FOR IMPROVING NETWORK RELIABILITY BY REALIZING DYNAMIC ROUTE OF SIGNALING
Granted	EP1816887	EP2006775336A	FR	2006/08/10	METHOD AND SYSTEM FOR IMPROVING NETWORK RELIABILITY BY REALIZING DYNAMIC ROUTE OF SIGNALING
Granted	JP04619441	JP2008527289A	JP	2006/08/10	The method and system which implement
Granted	RU2408154	RU2008101969A	RU	2006/08/10	METHOD AND SYSTEM FOR REALISATION OF DYNAMIC ROUTING OF CALL SIGNALS

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	CN100459569	CN200510032840.7	CN	2005/01/14	Quick route switching method and apparatus for network node devices
Granted	EP1718014	EP2006705441A	FR	2006/01/09	A ROUTE SWITCHING METHOD AND A NETWORK NODE DEVICE
Granted	EP1718014	EP2006705441A	SE	2006/01/09	A ROUTE SWITCHING METHOD AND A NETWORK NODE DEVICE
Granted	CN100479417	CN200510098546.6	CN	2005/09/02	Communication method preventing circumbendibus of media-flow
Pending	EP1760986	EP2006119909A	EP	2006/08/31	Communication method and device for preventing media stream circuitry (tromboning)
EP-designated	EP1760986	EP2006119909A	DE	2006/08/31	Communication method and device for preventing media stream circuitry (tromboning)
EP-designated	EP1760986	EP2006119909A	FI	2006/08/31	Communication method and device for preventing media stream circuitry (tromboning)
EP-designated	EP1760986	EP2006119909A	FR	2006/08/31	Communication method and device for preventing media stream circuitry (tromboning)
EP-designated	EP1760986	EP2006119909A	GB	2006/08/31	Communication method and device for preventing media stream circuitry (tromboning)
EP-designated	EP1760986	EP2006119909A	SE	2006/08/31	Communication method and device for preventing media stream circuitry (tromboning)
Granted	CN101212309	CN200610170447.9	CN	2006/12/30	Method for controlling time stamp of reported event
Granted	EP2037627	EP2007846226A	DE	2007/12/29	METHOD AND DEVICE FOR CONTROLLING REPORTING TIMESTAMP OF EVENT

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	EP2037627	EP2007846226A	FR	2007/12/29	METHOD AND DEVICE FOR CONTROLLING REPORTING TIMESTAMP OF EVENT
Granted	EP2037627	EP2007846226A	IT	2007/12/29	METHOD AND DEVICE FOR CONTROLLING REPORTING TIMESTAMP OF EVENT
Granted	CN1996968	CN200610093956.6	CN	2006/06/26	Decision method for the media gateway controller to distribute the resource
Granted	EP2034670	EP2007721793A	DE	2007/06/25	METHOD, APPARATUS, AND SYSTEM FOR THE MGC DISTRIBUTING A RESOURCE PROVISION DECISION TO THE MG
Granted	EP2034670	EP2007721793A	FR	2007/06/25	METHOD, APPARATUS, AND SYSTEM FOR THE MGC DISTRIBUTING A RESOURCE PROVISION DECISION TO THE MG
Granted	EP2034670	EP2007721793A	IT	2007/06/25	METHOD, APPARATUS, AND SYSTEM FOR THE MGC DISTRIBUTING A RESOURCE PROVISION DECISION TO THE MG
Granted	CN100442930	CN200510110891.7	CN	2005/11/29	Mobile exchanging center and called parner processing method
Granted	EP1898658	EP2006775455A	DE	2006/08/22	MSC AND CALLED PROCESS METHOD THEREOF
Granted	CN100471140	CN200610062951.7	CN	2006/09/29	Method for detecting QoS
Granted	CN101001208	CN200610165838.1	CN	2006/12/13	Method for detecting QoS
Granted	CN101052014	CN200710107595.0	CN	2007/05/21	Method for detecting QoS
Granted	EP1983688	EP2007817016A	DE	2007/09/29	METHOD FOR DETECTING QOS
Granted	EP1983688	EP2007817016A	FR	2007/09/29	METHOD FOR DETECTING QOS
Granted	EP1983688	EP2007817016A	GB	2007/09/29	METHOD FOR DETECTING QOS
Granted	CN1905472	CN200510085400.8	CN	2005/07/27	Method for implementing IMS network reliability
Granted	EP1914937	EP2006761564A	DE	2006/07/28	METHOD AND SYSTEM FOR REALIZING IMS NETWORK RELIABILITY

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	EP1914937	EP2006761564A	FR	2006/07/25	METHOD AND SYSTEM FOR REALIZING IMS NETWORK RELIABILITY
Granted	EP1914937	EP2006761564A	GB	2006/07/25	METHOD AND SYSTEM FOR REALIZING IMS NETWORK RELIABILITY
Granted	CN100546308	CN200510034409.6	CN	2005/04/22	Gateway control protocol message transmission method
Granted	CN100349411	CN200410062978.7	CN	2004/06/30	Medium flow service quality reporting method
Granted	EP1739900	EP2005759437A	PT	2005/06/30	A METHOD FOR ACQUIRING THE QOS OF THE MULTIMEDIA STREAM PERIODICALLY
Granted	CN100499656	CN200510051044.8	CN	2005/02/25	Method for implementing medium gateway function, wireless access controlling apparatus and access system
Granted	CN100583918	CN200610065066.4	CN	2006/03/16	Safety protection method for service interruption of exchange network and its device
Granted	CN101841888	CN200910118794.0	CN	2009/03/16	Resource control method, related equipment and related system
Pending	EP2439979	EP2010753112A EP10753112.1	EP	2010/03/16	RESOURCE CONTROL METHOD, RELEVANT DEVIDE AND SYSTEM
EP-designated	EP2439979	EP2010753112A EP10753112.1	DE	2010/03/16	RESOURCE CONTROL METHOD, RELEVANT DEVIDE AND SYSTEM
EP-designated	EP2439979	EP2010753112A EP10753112.1	FI	2010/03/16	RESOURCE CONTROL METHOD, RELEVANT DEVIDE AND SYSTEM
EP-designated	EP2439979	EP2010753112A EP10753112.1	FR	2010/03/16	RESOURCE CONTROL METHOD, RELEVANT DEVIDE AND SYSTEM
EP-designated	EP2439979	EP2010753112A EP10753112.1	GB	2010/03/16	RESOURCE CONTROL METHOD, RELEVANT DEVIDE AND SYSTEM
EP-designated	EP2439979	EP2010753112A EP10753112.1	SE	2010/03/16	RESOURCE CONTROL METHOD, RELEVANT DEVIDE AND SYSTEM

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	CN100574185	CN200510000097.7	CN	2005/01/07	Method for ensuring media stream safety in IP multimedia service subsystem network
Granted	EP1835652	EP2005848163A	DE	2005/12/31	A METHOD FOR ENSURING THE SAFETY OF THE MEDIA-FLOW IN IP MULTIMEDIA SUB-SYSTEM
Granted	EP1835652	EP2005848163A	GB	2005/12/31	A METHOD FOR ENSURING THE SAFETY OF THE MEDIA-FLOW IN IP MULTIMEDIA SUB-SYSTEM
Granted	AR053615	ARP20060102194A	AR	2006/05/26	Method for Implementing Access Domain Security of IP Multimedia Subsystem
Granted	CN100461942	CN200510071538.2	CN	2005/05/27	Method for selecting safety mechanism of IP multimedia subsystem access field
Granted	EP1755311	EP2006722247A	FR	2006/04/03	A METHOD FOR IMPLEMENTING THE ACCESS DOMAIN SECURITY OF AN IP MULTIMEDIA SUBSYSTEM
Granted	EP1755311	EP2006722247A	GB	2006/04/03	A METHOD FOR IMPLEMENTING THE ACCESS DOMAIN SECURITY OF AN IP MULTIMEDIA SUBSYSTEM
Granted	TWI314414	TW2006118609A	TW	2006/05/25	A METHOD FOR IMPLEMENTING THE ACCESS DOMAIN SECURITY OF AN IP MULTIMEDIA SUBSYSTEM
Granted	DE602006007648.7	DE602006007648T	DE	2006/04/03	VERFAHREN ZUR IMPLEMENTIERUNG DER ZUGRIFFSBEREICHES
Granted	CN100571134	CN200510070351.0	CN	2005/04/30	Method for verifying user terminal in IP multimedia subsystem
Granted	EP1879324	EP2006741743A	DE	2006/04/27	A METHOD FOR AUTHENTICATING USER TERMINAL IN IP MULTIMEDIA SUB-SYSTEM
Granted	EP1879324	EP2006741743A	ES	2006/04/27	A METHOD FOR AUTHENTICATING USER TERMINAL IN IP MULTIMEDIA SUB-SYSTEM

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	EP1879324	EP2006741743A	FR	2006/04/27	A METHOD FOR AUTHENTICATING USER TERMINAL IN IP MULTIMEDIA SUB-SYSTEM
Granted	EP1879324	EP2006741743A	GB	2006/04/27	A METHOD FOR AUTHENTICATING USER TERMINAL IN IP MULTIMEDIA SUB-SYSTEM
Granted	EP1879324	EP2006741743A	IT	2006/04/27	A METHOD FOR AUTHENTICATING USER TERMINAL IN IP MULTIMEDIA SUB-SYSTEM
Granted	CN101128049	CN200610141030.X	CN	2006/09/28	Method and system for providing circuit domain service and service control node SCP
Granted	EP2056536	EP2007785297A	DE	2007/08/09	A METHOD, A SYSTEM AND A SERVICE CONTROL POINT FOR PROVIDING CIRCUIT DOMAIN SERVICE
Granted	EP2056536	EP2007785297A	FR	2007/08/09	A METHOD, A SYSTEM AND A SERVICE CONTROL POINT FOR PROVIDING CIRCUIT DOMAIN SERVICE
Granted	EP2056536	EP2007785297A	GB	2007/08/09	A METHOD, A SYSTEM AND A SERVICE CONTROL POINT FOR PROVIDING CIRCUIT DOMAIN SERVICE
Granted	RU2370904	RU2006130835A	RU	2005/08/11	TELECOMMUNICATION NETWORK SYSTEM FOR IMPLEMENTING VARIOUS SERVICES AND METHOD OF IMPLEMENTING THEREOF
Granted	CN101247632	CN200710079246.2	CN	2007/02/13	Method, system and device for using IMS communication service identification in communication system
Granted	RU2434351	RU2009134133A	RU	2007/11/19	METHOD, SYSTEM AND APPARATUS FOR USING IMS COMMUNICATION SERVICE IDENTIFIER IN COMMUNICATION SYSTEM

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Pending	EP1959632	EP2008101535A	EP	2008/02/12	Method, system and apparatus for using IMS communication service identifier
EP-designated	EP1959632	EP2008101535A	DE	2008/02/12	Method, system and apparatus for using IMS communication service identifier
EP-designated	EP1959632	EP2008101535A	FI	2008/02/12	Method, system and apparatus for using IMS communication service identifier
EP-designated	EP1959632	EP2008101535A	FR	2008/02/12	Method, system and apparatus for using IMS communication service identifier
EP-designated	EP1959632	EP2008101535A	GB	2008/02/12	Method, system and apparatus for using IMS communication service identifier
EP-designated	EP1959632	EP2008101535A	SE	2008/02/12	Method, system and apparatus for using IMS communication service identifier
Pending	IN5391/DELNP/2009	IN5391/DELNP/2009	IN	2007/11/19	Method, System and Apparatus for Using IMS Communication Service Identifiers in a Communication System
Granted	CN101064661	CN200610099533.5	CN	2006/07/28	Method and apparatus for notifying user to complement service
Granted	CN101317438	CN200780000297.X	CN	2007/02/08	Method and device for perceiving supplementary service executed by user
Granted	EP1881689	EP2007702308A	DE	2007/02/08	A METHOD AND DEVICE FOR PERCEIVING THE USER TRIGGERING A SUPPLEMENTARY SERVICE
Granted	EP1881689	EP2007702308A	FR	2007/02/08	A METHOD AND DEVICE FOR PERCEIVING THE USER TRIGGERING A SUPPLEMENTARY SERVICE
Granted	EP1881689	EP2007702308A	GB	2007/02/08	A METHOD AND DEVICE FOR PERCEIVING THE USER TRIGGERING A SUPPLEMENTARY SERVICE

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	CN101056452	CN200610035050.9	CN	2006/04/18	Method and system for negotiating the voice encoding and decoding format in the communication system
Granted	CN101167374	CN200680013004.7	CN	2006/11/29	Method, system and device for negotiating voice coding/decoding in communication system
Pending	EP1848190	EP20077802A	EP	2007/04/17	Method, system and device for speech codec negotiation in communication system
EP-designated	EP1848190	EP20077802A	DE	2007/04/17	Method, system and device for speech codec negotiation in communication system
EP-designated	EP1848190	EP20077802A	FI	2007/04/17	Method, system and device for speech codec negotiation in communication system
EP-designated	EP1848190	EP20077802A	FR	2007/04/17	Method, system and device for speech codec negotiation in communication system
EP-designated	EP1848190	EP20077802A	GB	2007/04/17	Method, system and device for speech codec negotiation in communication system
EP-designated	EP1848190	EP20077802A	SE	2007/04/17	Method, system and device for speech codec negotiation in communication system
Granted	CN101026653	CN200610057699.0	CN	2006/02/24	System and method for realizing colour image business
Granted	CN101156426	CN200680011755.5	CN	2006/11/01	System and method for implementing polychrome service
Granted	EP1826985	EP2007101173A	DE	2007/01/25	System and method for implementing multimedia calling line identification presentation service

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	EP1826985	EP2007101173A	FR	2007/01/25	System and method for implementing multimedia calling line identification presentation service
Granted	EP1826985	EP2007101173A	GB	2007/01/25	System and method for implementing multimedia calling line identification presentation service
Pending	CN102394863	CN201110266055.3	CN	2006/02/24	System and method for realizing colour image business
Granted	CN100487788	CN200510114277.8	CN	2005/10/21	A method to realize the function of text-to-speech convert
Granted	EP1950737	EP2006805015A	DE	2006/10/20	A METHOD, DEVICE AND SYSTEM FOR ACCOMPLISHING THE FUNCTION OF TEXT-TO-SPEECH CONVERSION
Granted	EP1950737	EP2006805015A	GB	2006/10/20	A METHOD, DEVICE AND SYSTEM FOR ACCOMPLISHING THE FUNCTION OF TEXT-TO-SPEECH CONVERSION
Granted	CN101155148	CN200610140147.6	CN	2006/09/30	Media gateway issuing receiving multicast data to method, system and device
Granted	EP2068513	EP2007816481A	DE	2007/09/29	METHOD, SYSTEM AND DEVICE FOR DISTRUBUTING AND RECEIVING THE MULTICAST DATA IN THE MEDIA GATEWAY
Granted	EP2068513	EP2007816481A	IT	2007/09/29	METHOD, SYSTEM AND DEVICE FOR DISTRUBUTING AND RECEIVING THE MULTICAST DATA IN THE MEDIA GATEWAY
Granted	CN101277343	CN200710095931.4	CN	2007/03/30	Method, terminal and system for implementing video binding in voice communication network

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	EP2120440	EP2008706632A	DE	2008/02/03	A METHOD, TERMINAL AND SYSTEM FOR IMPLEMENTING VIDEO BINDING IN A VOICE COMMUNICATION NETWORK
Granted	EP2120440	EP2008706632A	FR	2008/02/03	A METHOD, TERMINAL AND SYSTEM FOR IMPLEMENTING VIDEO BINDING IN A VOICE COMMUNICATION NETWORK
Granted	EP2120440	EP2008706632A	GB	2008/02/03	A METHOD, TERMINAL AND SYSTEM FOR IMPLEMENTING VIDEO BINDING IN A VOICE COMMUNICATION NETWORK
Granted	CN101064680	CN200610079110.7	CN	2006/04/29	Method, system and apparatus for realizing multimedia calling service
Granted	EP2015592	EP2007720936A	DE	2007/04/24	REALIZING A MULTIMEDIA CALL SERVICE
Granted	EP2015592	EP2007720936A	GB	2007/04/24	REALIZING A MULTIMEDIA CALL SERVICE
Granted	CN100531267	CN200510034345.X	CN	2005/04/21	Method for realizing echo in communication system
Granted	CN1177508	CN2001123948A	CN	2001/08/07	Method for implementing long-distance intelligent user roam calling

3. Nokia Assets

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	CN1262139	CN00819795.4	CN	2000/08/10	SERVICE & OTHER INFORMATION TRANSFER FROM E.G. VISITED NETWORK TO HOME NETWORK INR00 REFERENCE ARCHITECTURE
Granted	DE60023359	EP00956419.6	DE	2000/08/10	SERVICE & OTHER INFORMATION TRANSFER FROM E.G. VISITED NETWORK TO HOME NETWORK INR00 REFERENCE ARCHITECTURE
Granted	FR1310129	EP00956419.6	FR	2000/08/10	SERVICE & OTHER INFORMATION TRANSFER FROM E.G. VISITED NETWORK TO HOME NETWORK INR00 REFERENCE ARCHITECTURE
Granted	GB1310129	EP00956419.6	GB	2000/08/10	SERVICE & OTHER INFORMATION TRANSFER FROM E.G. VISITED NETWORK TO HOME NETWORK INR00 REFERENCE ARCHITECTURE
Granted	KR693394	KR7001821/2003	KR	2000/08/10	SERVICE & OTHER INFORMATION TRANSFER FROM E.G. VISITED NETWORK TO HOME NETWORK INR00 REFERENCE ARCHITECTURE
Granted	RU2262213	RU2003103593	RU	2000/08/10	SERVICE & OTHER INFORMATION TRANSFER FROM E.G. VISITED NETWORK TO HOME NETWORK INR00 REFERENCE ARCHITECTURE

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	CN100473217	CN01817056	CN	2001/10/09	Communication network system and network device thereof and method of providing communication
Granted	AT1346558	EP00987457.9	AT	2000/12/22	PREPAID SERVER
Granted	CA2428329	CA2428329	CA	2000/12/22	PREPAID SERVER
Granted	CH1346558	EP00987457.9	CH	2000/12/22	PREPAID SERVER
Granted	CN1279741	CN00820083.1	CN	2000/12/22	PREPAID SERVER
Granted	DE60035531	EP00987457.9	DE	2000/12/22	PREPAID SERVER
Granted	ES1346558	EP00987457.9	ES	2000/12/22	PREPAID SERVER
Granted	FR1346558	EP00987457.9	FR	2000/12/22	PREPAID SERVER
Granted	GB1346558	EP00987457.9	GB	2000/12/22	PREPAID SERVER
Granted	IT1346558	EP00987457.9	IT	2000/12/22	PREPAID SERVER
Granted	NL1346558	EP00987457.9	NL	2000/12/22	PREPAID SERVER
Granted	SE1346558	EP00987457.9	SE	2000/12/22	PREPAID SERVER
Granted	TR200706776T4	TR00987457.9	TR	2000/12/22	PREPAID SERVER
Pending	BRPI0017382	BRPI0017382.7	BR	2000/12/22	PREPAID SERVER
Granted	DE60109066	EP01929406.5	DE	2001/03/05	MULTIPLEXING SIP CALL CONTROL CONTENT OVER SUCCESSIVE SIP MESSAGES
Granted	GB1368946	EP01929406.5	GB	2001/03/05	MULTIPLEXING SIP CALL CONTROL CONTENT OVER SUCCESSIVE SIP MESSAGES
Granted	DE60046674	EP00965599.4	DE	2000/08/09	AN INTER-WORKING UNIT (GATEWAY) BETWEEN AAL2 (ATM) BASED RAN AND RTP MULTIPLEXING (IP) BASED RAN IN 3G CELLULAR ACCESS NETWORKS
Granted	CN101223756B	CN200680025371.9	CN	2006/07/11	EXTENDING <STATUS> PRESENCE ATTRIBUTE TO DEFINE REASONING FOR AVAILABILITY CHANGE
Granted	EP1905212	EP06795099.8	DE	2006/07/11	EXTENDING <STATUS> PRESENCE ATTRIBUTE TO DEFINE REASONING FOR AVAILABILITY CHANGE

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	EP1905212	EP06795099.8	FR	2006/07/11	EXTENDING <STATUS> PRESENCE ATTRIBUTE TO DEFINE REASONING FOR AVAILABILITY CHANGE
Granted	EP1905212	EP06795099.8	GB	2006/07/11	EXTENDING <STATUS> PRESENCE ATTRIBUTE TO DEFINE REASONING FOR AVAILABILITY CHANGE
Granted	KR1026155	KR2008-7003214	KR	2006/07/11	EXTENDING <STATUS> PRESENCE ATTRIBUTE TO DEFINE REASONING FOR AVAILABILITY CHANGE
Granted	MX282232	MXMX/a/2008/000568	MX	2006/07/11	EXTENDING <STATUS> PRESENCE ATTRIBUTE TO DEFINE REASONING FOR AVAILABILITY CHANGE
Granted	PH1-2007- 502943	PH1-2007-502943	PH	2006/07/11	EXTENDING <STATUS> PRESENCE ATTRIBUTE TO DEFINE REASONING FOR AVAILABILITY CHANGE
Granted	RU2384004	RU2008100148	RU	2006/07/11	EXTENDING <STATUS> PRESENCE ATTRIBUTE TO DEFINE REASONING FOR AVAILABILITY CHANGE
Granted	SG139065	SG200800268.5	SG	2006/07/11	EXTENDING <STATUS> PRESENCE ATTRIBUTE TO DEFINE REASONING FOR AVAILABILITY CHANGE
Granted	ZA200800233	ZA2008/0233	ZA	2006/07/11	EXTENDING <STATUS> PRESENCE ATTRIBUTE TO DEFINE REASONING FOR AVAILABILITY CHANGE
Pending	BRPI0614221	BRPI0614221.4	BR	2006/07/11	EXTENDING <STATUS> PRESENCE ATTRIBUTE TO DEFINE REASONING FOR AVAILABILITY CHANGE

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Pending	IDW00200800123	IDW00200800123	ID	2006/07/11	EXTENDING <STATUS> PRESENCE ATTRIBUTE TO DEFINE REASONING FOR AVAILABILITY CHANGE
Pending	VN1-2008-00326	VN1-2008-00326	VN	2006/07/11	EXTENDING <STATUS> PRESENCE ATTRIBUTE TO DEFINE REASONING FOR AVAILABILITY CHANGE
Granted	EP1338152	EP1338152	FR	2001/11/21	3RD GEN MOBILITY USING SIP
Granted	CN1539106	CN02815394.4	CN	2002/07/11	THREE-PARTY AUTHENTICATION AND AUTHORIZATION SCHEME FOR INTERNET PROTOCLVERSION 6.
Pending	EP1415212	EP02749143.0	EP	2002/07/11	THREE-PARTY AUTHENTICATION AND AUTHORIZATION SCHEME FOR INTERNET PROTOCLVERSION 6.
EP-designated	EP1415212	EP02749143.0	DE	2002/07/11	THREE-PARTY AUTHENTICATION AND AUTHORIZATION SCHEME FOR INTERNET PROTOCLVERSION 6.
EP-designated	EP1415212	EP02749143.0	FR	2002/07/11	THREE-PARTY AUTHENTICATION AND AUTHORIZATION SCHEME FOR INTERNET PROTOCLVERSION 6.
EP-designated	EP1415212	EP02749143.0	GB	2002/07/11	THREE-PARTY AUTHENTICATION AND AUTHORIZATION SCHEME FOR INTERNET PROTOCLVERSION 6.
Granted	CN100571461	CN200480000385.6	CN	2004/02/17	EXTENDING THE TRUSTED NETWORK CONCEPT IN IMS
Granted	IDP0030947	IDW00200501937	ID	2004/02/17	EXTENDING THE TRUSTED NETWORK CONCEPT IN IMS

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	SG115865	SG200406163.6	SG	2004/02/17	EXTENDING THE TRUSTED NETWORK CONCEPT IN IMS
Pending	EP1595418	EP04711676.9	EP	2004/02/17	EXTENDING THE TRUSTED NETWORK CONCEPT IN IMS
EP-designated	EP1595418	EP04711676.9	DE	2004/02/17	EXTENDING THE TRUSTED NETWORK CONCEPT IN IMS
EP-designated	EP1595418	EP04711676.9	FR	2004/02/17	EXTENDING THE TRUSTED NETWORK CONCEPT IN IMS
EP-designated	EP1595418	EP04711676.9	GB	2004/02/17	EXTENDING THE TRUSTED NETWORK CONCEPT IN IMS
Pending	IN200403049	IN03049/CHENP/2004	IN	2004/02/17	EXTENDING THE TRUSTED NETWORK CONCEPT IN IMS
Granted	AU2005232140	AU2005232140	AU	2005/03/17	SESSION PROGRESS INDICATION IN POC FOR MANUAL ANSWER MODE
Granted	CN1961595	CN200580017529.3	CN	2005/03/17	SESSION PROGRESS INDICATION IN POC FOR MANUAL ANSWER MODE
Granted	KR0924513	KR2006-7023181	KR	2005/03/17	SESSION PROGRESS INDICATION IN POC FOR MANUAL ANSWER MODE
Pending	IN200605988	IN5988/DELNP/2006	IN	2005/03/17	SESSION PROGRESS INDICATION IN POC FOR MANUAL ANSWER MODE
Granted	CN101385313	CN200780005866.X	CN	2007/01/22	IMS-CS INTERWORKING FOR VIDEO CALLS
Granted	DE602007033333	EP07700656.7	DE	2007/01/22	IMS-CS INTERWORKING FOR VIDEO CALLS
Granted	EP1987649	EP07700656.7	CH	2007/01/22	IMS-CS INTERWORKING FOR VIDEO CALLS
Granted	EP1987649	EP07700656.7	FR	2007/01/22	IMS-CS INTERWORKING FOR VIDEO CALLS
Granted	EP1987649	EP07700656.7	GB	2007/01/22	IMS-CS INTERWORKING FOR VIDEO CALLS
Granted	EP1987649	EP07700656.7	IE	2007/01/22	IMS-CS INTERWORKING FOR VIDEO CALLS

Portfolio Status	Patent Number	Application Number	Country	Filing Date	Title
Granted	EP1987649	EP07700656.7	LI	2007/01/22	IMS-CS INTERWORKING FOR VIDEO CALLS
Granted	EP1987649	EP07700656.7	LU	2007/01/22	IMS-CS INTERWORKING FOR VIDEO CALLS
Granted	EP1987649	EP07700656.7	NL	2007/01/22	IMS-CS INTERWORKING FOR VIDEO CALLS
Granted	RU2408998	RU2008132295A	RU	2007/01/22	IMS-CS INTERWORKING FOR VIDEO CALLS
Granted	SG145112	SG200805775.4	SG	2007/01/22	IMS-CS INTERWORKING FOR VIDEO CALLS
Pending	IN200806684	IN6684/DELNP/2008	IN	2007/01/22	IMS-CS INTERWORKING FOR VIDEO CALLS
Pending	TH0701000284	TH0701000284	TH	2007/01/23	IMS-CS INTERWORKING FOR VIDEO CALLS
Granted	CN101444062	CN200780010857.X	CN	2007/03/27	CARRYING TRUSTED NETWORK PROVIDED ACCESS NETWORK INFO IN SIP
Pending	EP1999929	EP7734087.5	EP	2007/03/26	CARRYING TRUSTED NETWORK PROVIDED ACCESS NETWORK INFO IN SIP
EP-designated	EP1999929	EP7734087.5	DE	2007/03/26	CARRYING TRUSTED NETWORK PROVIDED ACCESS NETWORK INFO IN SIP
EP-designated	EP1999929	EP7734087.5	FR	2007/03/26	CARRYING TRUSTED NETWORK PROVIDED ACCESS NETWORK INFO IN SIP
EP-designated	EP1999929	EP7734087.5	GB	2007/03/26	CARRYING TRUSTED NETWORK PROVIDED ACCESS NETWORK INFO IN SIP
Pending	CN101523858	CN200780038286.0	CN	2007/09/11	DHT-BASED CORE IMS NETWORK
Pending	EP2062422	EP07803743.9	EP	2007/09/11	DHT-BASED CORE IMS NETWORK
EP-designated	EP2062422	EP07803743.9	DE	2007/09/11	DHT-BASED CORE IMS NETWORK
EP-designated	EP2062422	EP07803743.9	FR	2007/09/11	DHT-BASED CORE IMS NETWORK
EP-designated	EP2062422	EP07803743.9	GB	2007/09/11	DHT-BASED CORE IMS NETWORK

Senior Note N-1
Original Principal Amount: \$11,000,000
Holder: DBD Credit Funding LLC

THIS NOTE WAS ISSUED IN A PRIVATE PLACEMENT, WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE TRANSFERRED (I) IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT COVERING THE TRANSFER OR AN EXEMPTION FROM SUCH REGISTRATION AND (II) EXCEPT IN COMPLIANCE WITH SECTION 9.10 OF THAT CERTAIN REVENUE SHARING AND NOTE PURCHASE AGREEMENT DATED AS OF OCTOBER 1, 2014, AMONG THE COMPANY, THE COLLATERAL AGENT AND THE PURCHASERS (EACH AS DEFINED THEREIN).

INVENTERGY GLOBAL, INC. AND INVENTERGY, INC.

SENIOR NOTE
DUE SEPTEMBER 30, 2017

N-1
Original Principal Amount: \$11,000,000

Issue Date: October 1, 2014

FOR VALUE RECEIVED, the undersigned, Inventergy Global, Inc., a Delaware corporation and Inventergy, Inc., a Delaware corporation (collectively, the "Company") HEREBY PROMISE TO PAY DBD Credit Funding LLC or its permitted assigns (the "Holder"), the Adjusted Principal Amount (as defined below) of this Note on or before September 30, 2017, or such later date as the Holder may have consented to pursuant to Section 2.2.4.1 of the Agreement (the "Maturity Date"), or such earlier date as due and payable in accordance with the Revenue Sharing and Note Purchase Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of October 1, 2014, among the Company, DBD Credit Funding LLC, as Collateral Agent and the Purchasers from time to time party thereto, plus interest on the Adjusted Principal Amount outstanding from time to time at the interest rate specified in the Agreement.

This Note (i) is one of a series of Senior Notes (herein called the "Notes") of the Company issued pursuant to the Agreement, (ii) is entitled to the benefits and subject to the terms set forth in the Agreement with respect to the Notes, and (iii) constitutes an Obligation under the Agreement. Capitalized terms used but not defined herein have the meanings provided in the Agreement. The issuance date of this Note is October 1, 2014.

The Adjusted Principal Amount of this Note is equal to the sum of (x) \$11,000,000, plus (y) any PIK Interest, in accordance with the Agreement, minus (z) any prior principal amounts paid with respect to this Note.

Senior Note N-1
Original Principal Amount: \$11,000,000
Holder: DBD Credit Funding LLC

Interest shall be payable on the interest payment dates specified in the Agreement, and shall further be due and payable on any partial or complete prepayment of this Note, on any portion of the Adjusted Principal Amount so prepaid, and on the Maturity Date (and after the Maturity Date, to the extent not paid, on demand) and upon any acceleration of the amounts due hereunder. All computations of interest hereunder shall be made on the actual number of days elapsed over a year of 360 days.

In case an Event of Default shall occur and be continuing, the entire principal of this Note may become or be declared due and payable in the manner and with the effect provided in the Agreement.

Interest on this Note shall accrue on the Adjusted Principal Amount of this Note in the manner and at the rate or rates per annum determined pursuant to the terms of the Agreement. Payments of principal and interest (other than payments of interest payable as PIK Interest to the extent permitted or required by the Agreement) on this Note are to be made in lawful money of the United States of America in immediately available funds at the times and in the manner described in the Agreement.

All payments made on account of principal hereof, and any adjustments to the Adjusted Principal Amount, shall be recorded by the Holder and, prior to any transfer hereof, endorsed on the grid attached hereto which is part of this Note, provided, however, that the failure of the Holder hereof to make such a notation or any error in such a notation shall not in any manner affect the obligations of the Company to make payments of principal, interest or any other amounts with respect to this Note and the Agreement.

The Company shall, upon surrender of a Note that is paid or prepaid in part, promptly execute and deliver to the Holder a new Note equal in principal amount to the unpaid portion of the Note surrendered.

The Company hereby acknowledges and makes this Note a registered obligation for U.S. federal tax purposes. The Company shall be the registrar for this Note.

This Note shall be governed by and construed in accordance with the laws (other than the conflict of laws rules) of the State of New York.

The Company hereby waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance and enforcement of this Note, except as specifically otherwise provided in the Agreement.

[The remainder of this page intentionally has been left blank.]

IN WITNESS WHEREOF, the Company has caused this Note to be executed and delivered by its duly authorized officer, on the date first above mentioned.

INVENTERGY GLOBAL, INC.

By: /s/ Joseph Beyers
Name: Joseph W. Beyers
Title: Chief Executive Officer and
Chairman

INVENTERGY, INC.

By: /s/ Joseph Beyers
Name: Joseph W. Beyers
Title: Chief Executive Officer and
Chairman

Signature Page to Note

PATENT LICENSE AGREEMENT

THIS PATENT LICENSE AGREEMENT (the “**Agreement**”) is made and entered into on October 1, 2014 by and among:

Inventergy Global, Inc., a Delaware corporation having its principal place of business located at 900 E. Hamilton Avenue, Suite 180, Campbell, CA 95008;

Inventergy, Inc., a Delaware corporation having its principal place of business located at 900 E. Hamilton Avenue, Suite 180, Campbell, CA 95008 (collectively, “**Licensor**”); and

DBD Credit Funding LLC, an entity incorporated under the laws of Delaware having its principal place of business located at One Market Plaza, Spear Tower, 42nd Floor, San Francisco, CA 94105 (“**Licensee**”).

Licensor and Licensee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, reference is made to the Revenue Sharing and Note Purchase Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Revenue Sharing and Note Purchase Agreement**”), by and among the Licensor, the Purchasers (including the Licensee) and the Licensee, acting as the Collateral Agent, and the Security Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors (as defined therein, including Licensor) and the Licensee, acting as the Collateral Agent;

WHEREAS, in consideration of the investments set forth in the Revenue Sharing and Note Purchase Agreement, Licensor agreed to grant certain rights, including rights to license patents and patent applications, to the Licensee for the benefit of the Secured Parties; and

WHEREAS, Licensor is the owner of certain patents and patent applications identified in Schedule I(a) of the Revenue Sharing and Note Purchase Agreement, which Schedule I(a) shall be an integral part of this Agreement; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. Definitions

In this Agreement, the following terms shall have the assigned meaning. Capitalized terms used in this Agreement but not defined herein shall have the meaning given to them in the Revenue Sharing and Note Purchase Agreement and/or the Security Agreement, as applicable.

“**Licensed Patents**” shall mean the Patents listed on Schedule I(a) of the Revenue Sharing and Note Purchase Agreement.

2. License

- 2.1 Subject to the terms and conditions herein and in the Revenue Sharing and Note Purchase Agreement, Licensor hereby grants to Licensee, effective upon the earlier of the date (i) that is 365 days after the Closing Date, or (ii) an Event of Default (the “**Effective License Date**”), a non-exclusive, transferrable, sub-licensable, divisible, fully paid-up, royalty-free, and worldwide license to the Licensed Patents, including, but not limited to, the rights to make, have made, market, use, sell, offer for sale, import, export and distribute the inventions claimed in the Licensed Patents and otherwise exploit the Licensed Patents in any lawful manner in Licensee’s sole and absolute discretion solely for the benefit of the Secured Parties (“**Patent License**”), provided that Licensee shall only use the Patent License following an Event of Default. For avoidance of doubt, any attempted use of the Patent License before an Event of Default will have no effect and any purported sublicense to any third party will be void.
- 2.2 If Licensee elects to grant any sublicense(s) pursuant to the Patent License in Section 2.1, Licensee shall (x) obtain the prior written approval of Licensor before entering into any sublicense agreement imposing financial obligations or restrictions on Licensor, (y) provide written notice within fifteen days of entering into any sublicense agreement, and (z) apply all proceeds, after expenses, from the sublicenses to the Obligations of Licensor pursuant to the Revenue Sharing and Note Purchase Agreement.
- 2.3 If Licensee grants any licenses pursuant to section 2.1, any proceeds from such license(s), including any proceeds due under a license granted subject to granted sublicensing right, shall be applied, less reasonable expenses associated with the monetization activity, to satisfy the Note Obligations and the Revenue Stream, with any further excess amounts provided to Licensor in accordance with the Revenue Sharing and Note Purchase Agreement.

3. Representations, Warranties and Acknowledgements

- 3.1 Each Party represents, warrants and covenant to the other that the execution, delivery and performance of this Agreement is within each Party’s powers and has been duly authorized.
- 3.2 Licensor hereby represents, warrants and covenant that it is the sole and exclusive owner of all rights, title and interest in and to the Licensed Patents.
- 3.3 EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR THAT ARISE BY COURSE OF DEALING OR BY REASON OF CUSTOM OR USAGE IN THE TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

3.4 Notwithstanding anything to the contrary in this Agreement, no Party shall be liable to the other or any third party for any indirect, incidental, exemplary, special, punitive or consequential damages (including with respect to lost revenue, lost profits or savings or business interruption) of any kind or nature whatsoever suffered by the other Party or any third party howsoever caused and regardless of the form or cause of action, even if such damages are foreseeable or such party has been advised of the possibility of such damages.

4. Infringement

Upon request, Licensee shall notify Licensor of any infringement of the Licensed Patents by third parties of which Licensee become aware. Licensor shall have the sole right, at its expense, to bring any action on account of any such infringement of the Licensed Patents, and Licensee shall reasonably cooperate with Licensor, as Licensor may request and at Licensor's expense, in connection with any such action brought by Licensor.

5. Termination

5.1 The Parties may terminate this Agreement at any time by mutual written agreement executed by both Parties.

5.2 The Agreement, including any sublicense granted to Licensee or any Affiliate of Licensee or Subsidiary of Licensee, shall immediately terminate upon the earliest of (i) mutual agreement to terminate this Agreement as provided in Section 5.1, (ii) the indefeasible payment in full of all of the Note Obligations and the Revenue Stream, or (iii) the later of (x) the expiration of the last Licensed Patent to expire and (y) the date on which all statutes of limitations have fully run for bringing infringement claims under the Licensed Patents. Breach(es), material or otherwise, of this Agreement by either Party or any other Person will not constitute grounds by which this Agreement may be terminated.

5.3 For avoidance of doubt, any sublicenses granted hereunder prior to any termination of this Agreement (except to Licensee or its affiliates) shall survive according to the respective terms and conditions of such sublicenses.

6. Survival

Any rights and obligations which by their nature survive and continue after any expiration or termination of this Agreement will survive and continue and will bind the Parties and their successors and assigns, until such rights are extinguished and obligations are fulfilled.

7. Statement of Intent With Respect to Bankruptcy.

The Parties intend that the licenses granted under this Agreement are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code, 11 U.S.C. § 101, et seq. ("**Bankruptcy Code**"), licenses of rights to "intellectual property" as defined in the Bankruptcy Code.

8. Assignment

Licensee and each of its sublicensees may, without the consent of Licensor, assign any or all of their rights and interests, and delegate any or all of their obligations without restriction, upon notice to the Licensor. The rights and obligations of the Parties hereto shall inure to the benefit of, and be binding and enforceable upon and by, the respective successors and assigns of the Parties.

9. Entire Agreement and Construction

This Agreement along with the pertinent provisions of the Revenue Sharing and Note Purchase Agreement constitute the sole, final and entire understanding of the parties hereto concerning the subject matter hereof, and all prior understandings having been merged herein. This Agreement cannot be modified or amended except by a writing signed by the Parties hereto. The language used in this Agreement will be deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction will be applied against any Party.

10. Severability

The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

11. Notices

All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, or by overnight delivery service from a recognized carrier, to the respective Party as follows:

if to Licensor:

Inventergy, Inc.
900 E. Hamilton Avenue, Suite 180
Campbell, CA 95008
Attention: Wayne Sobon

Telephone: (408) 389-3510
Facsimile: (408) 389-3548
Electronic Mail: wayne@inventergy.com

With a copy to:

Ellenoff Grossman & Schole LLP
1345 Avenue of the Americas
New York, NY 10105-0302
Attention: Joseph A. Smith, Esq.
Telephone: (212) 370-1300
Facsimile: (212) 370-7889
Electronic Mail: jsmith@egsllp.com

if to Licensee:

Fortress Investment Group
One Market Plaza
Spear Tower, 42nd Floor
San Francisco, CA 94105
Attention: Yoni Shtein

With a copy to:

Fortress Investment Group
One Market Plaza
Spear Tower, 42nd Floor
San Francisco, CA 94105
Attention: James K. Noble III

or to such other address as the person to whom notice is given may have previously furnished to the other Party in writing in the manner set forth above.

12. Governing Law; Jurisdiction; Venue

This Agreement, and all claims arising hereunder or relating hereto, shall be governed by and construed in accordance with the internal laws of the State of New York in the United States of America applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State that would result in the application of the laws of another jurisdiction. In any action or proceeding between either of the Parties arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement, each of the Parties (a) irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the state and federal courts residing in the State of New York and (b) agrees that all claims in respect of such action or proceeding must be heard and determined exclusively in the state or federal courts in the State of New York. Each Party shall be entitled to seek injunctive or other equitable relief, without the posting of a bond, at any time (with or without delivering a demand notice) whenever the facts or circumstances would permit a Party to seek such equitable relief in a court of competent jurisdiction.

13. Waiver

Except as otherwise provided herein, any failure of any Party to comply with any obligation, covenant, agreement, or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver; provided, however, that such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

14. Counterparts

This Agreement may be executed in one or more counterparts, each of which will be an original and both of which will constitute together the same document. Counterparts may be signed and delivered by facsimile or PDF file, each of which will be binding when received by the applicable Party.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Licensor:

Inventergy Global, Inc.

/s/ Joseph W. Beyers
Authorized Signature

Joseph Beyer Chairman & CEO
Print Name and Title

Inventergy, Inc.

/s/ Joseph W. Beyers
Authorized Signature

Joseph Beyer Chairman & CEO
Print Name and Title

Licensee:
DBD Credit Funding LLC

/s/ Jason Meyer
Authorized Signature

Jason Meyer Authorized Signatory
Print Name and Title

Patent Security Agreement

Patent Security Agreement, dated as of October 1, 2014, by INVENTERGY GLOBAL, INC., a Delaware corporation, INVENTERGY, INC., a Delaware corporation (collectively, the “Pledgor”), in favor of DBD CREDIT FUNDING LLC, in its capacity as collateral agent pursuant to the Revenue Sharing and Note Purchase Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “Agreement”), between Inventergy, Global, Inc., a Delaware corporation, Inventergy, Inc., a Delaware corporation (collectively, the “Company”), each of the Purchasers party thereto from time to time, (in such capacity, the “Collateral Agent”).

Witnesseth:

Whereas, the Pledgor is party to a Security Agreement of even date herewith (the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Revenue Sharing and Note Purchase Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral:

- (a) registered Patents and applications of the Pledgor listed on Schedule I(a) of the Revenue Sharing and Note Purchase Agreement; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement, and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests in the Patents made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Patent Security Agreement by telecopier or other electronic transmission (i.e. a “pdf” or “tif” document) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

[Signature page follows]

In Witness Whereof, the Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

INVENTERGY GLOBAL, INC.,
as Pledgor

By: /s/ Joseph W. Beyers

Name: Joseph W. Beyers

Title: Chairman & CEO

INVENTERGY, INC.,
as Pledgor

By: /s/ Joseph W. Beyers

Name: Joseph W. Beyers

Title: Chairman & CEO

Accepted and Agreed:

DBD CREDIT FUNDING LLC,
as Collateral Agent

By: /s/ Jason Meyer

Name: Jason Meyer

Title: Authorized Signatory

SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of October 1, 2014 (this “**Agreement**”), by and among Inventergy Global, Inc., a Delaware corporation, Inventergy, Inc., a Delaware corporation (collectively, “**Grantor**”), and DBD Credit Funding LLC, as collateral agent for the Secured Parties (as defined in the Revenue Sharing and Note Purchase Agreement, as defined below) (in such capacity as collateral agent, the “**Collateral Agent**”).

RECITALS:

WHEREAS, reference is made to that certain Revenue Sharing and Note Purchase Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Revenue Sharing and Note Purchase Agreement**”), by and among the Grantor, the Purchasers party thereto from time to time and the Collateral Agent;

WHEREAS, in consideration of the purchase of the Notes by the Note Purchasers, the purchase of the Revenue Stream by the Revenue Participants and the other accommodations of the Purchasers, in each case as set forth in the Revenue Sharing and Note Purchase Agreement, Grantor has agreed to secure Grantor’s obligations under the Purchase Documents as set forth herein; and

NOW, THEREFORE, in consideration of the premises, agreements, provisions and covenants herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor and Collateral Agent agree as follows:

SECTION 1. DEFINITIONS.

1.1. General Definitions. In this Agreement, the following terms shall have the following meanings:

“**Collateral Support**” shall mean all property (real or personal) assigned, hypothecated or otherwise securing any Collateral and shall include any security agreement or other agreement granting a lien or security interest in such real or personal property.

“**Commercial Tort Claims**” shall mean all “commercial tort claims” as defined in Article 9 of the UCC that relate to the Patents or rights deriving from the Patents, including, without limitation, all commercial tort claims listed on Schedule 4.3 (as such schedule may be amended or supplemented from time to time).

“**Patents**” shall have the meaning assigned to such term in the Revenue Sharing and Note Purchase Agreement.

“**Patent Security Agreement**” shall mean the patent security agreement executed by the parties substantially in the form of Exhibit B to perfect the Secured Parties’ security interest in the Collateral pursuant to the terms and conditions of this Agreement.

“**Permitted Liens**” shall mean any Lien that is permitted to be incurred by Grantor under Section 6.8 of the Revenue Sharing and Note Purchase Agreement.

“**Proceeds**” shall mean: (i) all “proceeds” as defined in Article 9 of the UCC and (ii) whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

“**Purchase Documents**” shall have the meaning assigned to the term “Documents” in the Revenue Sharing and Note Purchase Agreement.

“**Security Agreement Supplement**” shall mean any supplement to this Agreement substantially in the form of Exhibit A.

“**Supporting Obligation**” shall mean all “supporting obligations” as defined in Article 9 of the UCC.

“**United States**” shall mean the United States of America.

1.2. Definitions; Interpretation. All capitalized terms used herein (including the preamble and recitals hereto) but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Revenue Sharing and Note Purchase Agreement or, if not defined therein, in the New York UCC. References to “Sections,” “Exhibits” and “Schedules” shall be to sections, exhibits and schedules, as the case may be, of this Agreement unless otherwise specifically provided. The rules of construction specified in Section 1.2 of the Revenue Sharing and Note Purchase Agreement also apply to this Agreement.

1.3. Schedules and Exhibits. This Agreement includes each of the following Schedules and Exhibits, all of which are incorporated into this Agreement by this reference, as each may be amended or supplemented from time to time in accordance with the terms and conditions here.

Schedule 4.1	Grantor Corporate Information
Schedule 4.3	Commercial Tort Claims
Exhibit A	Security Agreement Supplement
Exhibit B	Patent Security Agreement

SECTION 2. GRANT OF SECURITY.

2.1. Grant of Security. As security for the payment and performance in full of all of the Secured Obligations, Grantor hereby grants to Collateral Agent, for the benefit of Secured Parties, a security interest and continuing lien on all of Grantor’s right, title and interest in, to and under all personal property of the grantor, in each case whether now owned or existing or hereafter acquired or arising and wherever located, excluding assets permitted to secure debt incurred under Section 6.7.5 of the Revenue Sharing and Note Purchase Agreement (all of which are hereinafter collectively referred to as the “**Collateral**”).:

- (a) Patents;
- (b) Commercial Tort Claims described on Schedule 4.3 (as such schedule may be amended or supplemented from time to time);
- (c) to the extent not otherwise included above, all Collateral Support and Supporting Obligations relating to any of the foregoing; and
- (d) to the extent not otherwise included above, all Receivables, Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

SECTION 3. SECURITY FOR OBLIGATIONS; GRANTORS REMAIN LIABLE.

3.1. Security for Obligations. This Agreement secures, and the Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a) (and any successor provision thereof)), of all Obligations with respect to Grantor, whether now existing or hereafter incurred (collectively, the “**Secured Obligations**”).

3.2. Continuing Liability Under Collateral. Notwithstanding anything herein to the contrary, (i) Grantor shall remain liable for all obligations under the Collateral and nothing contained herein is intended to or shall be a delegation of duties to Collateral Agent or any other Secured Party, (ii) Grantor shall remain liable under each of the agreements included in the Collateral and neither Collateral Agent nor any other Secured Party shall have any obligation or liability under any of such agreements by reason of or arising out of this Agreement and (iii) the exercise by Collateral Agent of any of its rights hereunder shall not release Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral.

SECTION 4. REPRESENTATIONS AND WARRANTIES AND COVENANTS.

4.1. Generally

- (a) Representations and Warranties. Grantor hereby represents and warrants to Collateral Agent and each other Secured Party, as of the Closing Date and as of the date of each issuance of Notes, that:
 - (i) it owns the Collateral purported to be owned by it or otherwise has the rights it purports to have in each item of Collateral and, as to all Collateral whether now existing or hereafter acquired, will continue to own or have such rights in each item of the Collateral, in each case free and clear of any and all Liens, rights or claims of all other Persons other than Permitted Liens;
 - (ii) it has indicated on Schedule 4.1 (as such schedule may be amended or supplemented from time to time): (w) the type of organization of Grantor, (x) the jurisdiction of organization of Grantor, (y) its organizational identification number, if any, and (z) the jurisdiction where the chief executive office or its sole place of business is, and for the one-year period preceding the date hereof has been, located.

(iii) the full legal name of Grantor is as set forth on Schedule 4.1 and it has not done in the last five (5) years, and does not do, business under any other name (including any trade-name or fictitious business name) except for those names set forth on Schedule 4.1;

(iv) except as provided on Schedule 4.1, it has not changed its name, jurisdiction of organization, chief executive office or sole place of business or its corporate structure in any way (e.g., by merger, consolidation, change in corporate form or otherwise) within the past five (5) years;

(v) it has not become bound (whether as a result of merger or otherwise) as debtor under a security agreement entered into by another Person, which has not heretofore been terminated other than the agreements identified on Schedule 4.1 hereof;

(vi) (x) upon the filing of all UCC financing statements naming Grantor as “debtor” and Collateral Agent as “secured party” and describing the Collateral in the filing offices set forth opposite such Grantor’s name on Schedule 4.1 hereof and other filings delivered by each Grantor and (y) to the extent perfection or priority of a security interest therein not subject to Article 9 of the UCC, upon recordation of the security interests granted hereunder in Patents in the applicable intellectual property registries, including but not limited to the United States Patent and Trademark Office, the security interests granted to Collateral Agent hereunder shall constitute valid and perfected first priority Liens (subject in the case of priority only to Permitted Liens) on such Collateral;

(vii) all actions and consents, including all filings, notices, registrations and recordings necessary or desirable for the exercise by Collateral Agent of the rights provided for in this Agreement or the exercise of remedies in respect of the Collateral have been made or obtained;

(viii) other than the financing statements filed in favor of Collateral Agent, no effective UCC financing statement, fixture filing or other instrument similar in effect under any applicable law covering all or any part of the Collateral is on file in any filing or recording office except for (A) financing statements for which proper termination statements have been delivered to Collateral Agent for filing and (B) financing statements filed in connection with Permitted Liens; and

(ix) no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body is required for either (i) the pledge or grant by any Grantor of the Liens purported to be created in favor of Collateral Agent hereunder or (ii) the exercise by Collateral Agent of any rights or remedies in respect of any Collateral (whether specifically granted or created hereunder or created or provided for by applicable law), except for the filings contemplated by clause (vi) above.

Party that: (b) Covenants and Agreements. Grantor hereby covenants and agrees with Collateral Agent and each other Secured

(i) it shall not change Grantor's name, identity, corporate structure (e.g., by merger, consolidation, change in corporate form or otherwise) sole place of business, chief executive office, type of organization or jurisdiction of organization or establish any trade names unless it shall have (A) notified Collateral Agent in writing, by executing and delivering to Collateral Agent a completed Security Agreement Supplement, together with all Supplements to Schedules thereto, at least fifteen (15) Business Days prior to any such change or establishment, identifying such new proposed name, identity, corporate structure, sole place of business, chief executive office, jurisdiction of organization or trade name and providing such other information in connection therewith as Collateral Agent may reasonably request and (B) taken all actions necessary or advisable to maintain the continuous validity, perfection and the same or better priority of Collateral Agent's security interest in the Collateral intended to be granted and agreed to hereby; and

(ii) it shall not take or permit any action which could impair Collateral Agent's rights in the Collateral.

4.2. Intellectual Property.

(a) Representations and Warranties. Except as disclosed in Schedules I(a), 4.5 and 4.6 of the Revenue Sharing and Note Purchase Agreement, Grantor hereby represents and warrants to Collateral Agent and each other Secured Party, as of the Closing Date and as of the date of each issuance of Notes, that:

(i) Schedule I(a) of the Revenue Sharing and Note Purchase Agreement sets forth a true and complete list of all United States, state and foreign registrations of and applications for the Patents;

(ii) it is the sole and exclusive owner of the entire right, title, and interest in and to all of the Patents listed on Schedule I(a) of the Revenue Sharing and Note Purchase Agreement, free and clear of all Liens, claims, encumbrances and licenses, except for Permitted Liens and the Existing Encumbrances set forth on Schedule 4.5 of the Revenue Sharing and Note Purchase Agreement; and

(iii) all registrations and applications for Patents of Grantor are standing in the name of Grantor, and none of such Patents has been licensed by any Grantor to any Affiliate or third party, except as disclosed in Schedules I(a) or 4.5 of the Revenue Sharing and Note Purchase Agreement.

4.3. Commercial Tort Claims.

(a) Representations and Warranties. Each Grantor hereby represents and warrants to Collateral Agent and each other Secured Party, as of the Closing Date and as of the date of each issuance of Notes, that Schedule 4.3 (as such schedule may be amended or supplemented from time to time) sets forth all Commercial Tort Claims of each Grantor.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees with Collateral Agent and each other Secured Party that prior to the initiation of any Commercial Tort Claim hereafter arising it shall deliver to the Collateral Agent a completed Security Agreement Supplement, together with all Supplements to Schedules thereto, identifying such new Commercial Tort Claims and granting a security interest therein to the Collateral Agent.

SECTION 5. FURTHER ASSURANCES.

5.1. Further Assurances.

(a) Grantor agrees that from time to time, at the expense of Grantor, it shall promptly execute and deliver all further instruments and documents, and take all further action, that may be reasonably necessary or desirable, or that Collateral Agent may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted hereby or to enable Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, Grantor shall:

(i) file or authorize the filing of such financing or continuation statements, or amendments thereto, and execute and deliver such other agreements, instruments, endorsements, powers of attorney or notices, as may be necessary or desirable, or as Collateral Agent may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby;

(ii) take all actions necessary to ensure the recordation of appropriate evidence of the liens and security interest granted hereunder in the Patents with any intellectual property registry in which said Patents are registered or in which an application for registration is pending within the United States, including, without limitation, the United States Patent and Trademark Office, the various Secretaries of State, and, Grantor shall cause to be filed in the applicable foreign filing offices any filings required to perfect Collateral Agent's first priority lien in the Patents in Canada, China, France, Germany and the United Kingdom. For any other foreign jurisdiction, at the Collateral Agent's expense, the Collateral Agent may cause any other filings required to perfect a first priority lien in the Patents in such other jurisdictions and Grantor will take any actions reasonably requested by the Collateral Agent from time to time in order to carry out such filings; and

(iii) at Collateral Agent's reasonable request, appear in and defend any action or proceeding that may affect Grantor's title to or Collateral Agent's security interest in all or any part of the Collateral.

(b) Grantor hereby authorizes Collateral Agent to file a Record or Records, including, without limitation, financing or continuation statements, and amendments thereto, in any jurisdictions and with any filing offices as Collateral Agent may determine, in its sole discretion, are necessary to perfect the security interest granted to Collateral Agent herein. Grantor shall furnish to Collateral Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Collateral Agent may reasonably request, all in reasonable detail

(c) Grantor hereby authorizes Collateral Agent to amend Schedule I(a) to include reference to any right, title or interest in any existing Patents or any Patents acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Patents in which any Grantor no longer has or claims any right, title or interest; provided however, such authorization and right expressly does not extend to any patents or licenses to use any patents purchased (for cash or other consideration) by Grantor after the date hereof from any third party.

SECTION 6. COLLATERAL AGENT APPOINTED ATTORNEY-IN-FACT.

6.1. Power of Attorney. Grantor hereby irrevocably appoints Collateral Agent (such appointment being coupled with an interest) as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Collateral Agent or otherwise, from time to time in Collateral Agent's discretion to take any action and to execute any instrument that Collateral Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, the following:

(a) upon the occurrence and during the continuance of any Event of Default, to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(b) upon the occurrence and during the continuance of any Event of Default, to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (a) above;

(c) upon the occurrence and during the continuance of any Event of Default, to file any claims or take any action or institute any proceedings that Collateral Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of Collateral Agent with respect to any of the Collateral;

(d) to prepare and file any UCC financing statements and continuations and amendments thereof against Grantor as debtor;

(e) to prepare, sign, and file for recordation in any intellectual property registry, appropriate evidence of the lien and security interest granted herein in the Patents in the name of Grantor as assignor or debtor;

(f) to take or cause to be taken all actions necessary to perform or comply or cause performance or compliance with the terms of this Agreement, including, without limitation, access to pay or discharge taxes or Liens (other than Permitted Liens) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Collateral Agent in its sole discretion, any such payments made by Collateral Agent to become obligations of Grantor to Collateral Agent, due and payable immediately without demand; and

(g) upon the occurrence and during the continuation of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Collateral Agent were the absolute owner thereof for all purposes, and to do, at Collateral Agent's option and Grantor's expense, at any time or from time to time, all acts and things that Collateral Agent deems reasonably necessary to protect, preserve or realize upon the Collateral and Collateral Agent's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as Grantor might do.

6.2. No Duty on the Part of Collateral Agent or Secured Parties. The powers conferred on Collateral Agent hereunder are solely to protect the interests of the Secured Parties in the Collateral and shall not impose any duty upon Collateral Agent or any Secured Party to exercise any such powers. Collateral Agent and the Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their respective officers, directors, employees or agents shall be responsible to Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct as determined by a final, non-appealable judgment of a court of competent jurisdiction.

SECTION 7. REMEDIES.

7.1. Generally

(a) If any Event of Default shall have occurred and be continuing, Collateral Agent may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it at law or in equity, all the rights and remedies of Collateral Agent on default under the UCC (whether or not the UCC applies to the affected Collateral) to collect, enforce or satisfy any Secured Obligations then owing, whether by acceleration or otherwise, and also may, without notice except as required under the UCC, exercise its rights under Section 2.7 of the Revenue Sharing and Note Purchase Agreement and sell, assign, lease, license (on an exclusive or nonexclusive basis) or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, at any of Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as Collateral Agent may deem commercially reasonable, provided however, that any such exercise of remedies (including any sale, assignment or disposition of Patents or any rights in any Patents) shall be subject to (1) the required grant by Purchasers and the Collateral Agent to the Grantor a perpetual non-exclusive, royalty-free, world-wide license (with the right to sublicense to third parties under the Existing Licenses and the sale of proprietary products and any other licenses entered into in compliance with this Agreement) to the Patents pursuant to (A) the proviso at the end of Section 7.2 of the Revenue Sharing and Note Purchase Agreement and (2) the Purchasers and Collateral Agent obtaining and delivering to Grantor a written acknowledgement and agreement of the applicable transferee or assignee as required pursuant to the proviso at the end of Section 7.2 of the Revenue Sharing and Note Purchase Agreement.

(b) In connection with the exercise of remedies pursuant to Section 7.1(a) of this Agreement, Collateral Agent or any other Secured Party may be the purchaser of any or all of the Collateral at any public or private (to the extent that the portion of the Collateral being privately sold is of a kind that is customarily sold on a recognized market or the subject of widely distributed standard price quotations) sale in accordance with the UCC and Collateral Agent, as collateral agent for and representative of the Secured Parties, shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale made in accordance with the UCC, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by Collateral Agent at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of Grantor, and Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Grantor agrees that, to the extent notice of sale shall be required by law, at least thirty (30) days notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Grantor agrees that it would not be commercially unreasonable for Collateral Agent to dispose of the Collateral or any portion thereof by using Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets. Grantor hereby waives any claims against Collateral Agent arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if Collateral Agent accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Grantor shall be liable for the deficiency and the fees of any attorneys employed by Collateral Agent to collect such deficiency. Grantor further agrees that a breach of any of the covenants contained in this Section will cause irreparable injury to Collateral Agent, that Collateral Agent has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section shall be specifically enforceable against Grantor, and Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default has occurred giving rise to the Secured Obligations becoming due and payable prior to their stated maturities. Nothing in this Section shall in any way alter the rights of Collateral Agent hereunder.

(c) Collateral Agent may sell the Collateral in connection with the exercise of remedies pursuant to Section 7.1(a) of this Agreement without giving any warranties as to the Collateral. Collateral Agent may specifically disclaim or modify any warranties of title or the like. This procedure will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

(d) Collateral Agent shall have no obligation to marshal any of the Collateral.

7.2. Application of Proceeds. All proceeds received by Collateral Agent in respect of any sale, any collection from, or other realization upon all or any part of the Collateral in connection with the exercise of remedies pursuant to Section 7.1(a) or (b) of this Agreement shall be applied in full or in part by Collateral Agent against the Secured Obligations as follows:

(a) *First*, to payment of that portion of the Secured Obligations constituting fees, indemnities, expenses and other amounts (other than principal, interest and the Revenue Participant's proportionate share of Revenue Stream, but including (x) attorney costs and other expenses payable under Section 9.1 of the Revenue Sharing and Note Purchase Agreement, (y) amounts owing in respect of the preservation of Collateral or the security interest in the Collateral and (z) amounts owing in respect of enforcing the rights of the Secured Parties under the Purchase Documents) payable to the Collateral Agent in its capacity as such or to the Purchasers;

(b) *Second*, to the payment of that portion of the Secured Obligation constituting amounts owed to the Note Purchasers;

(c) *Third*, to the payment of that portion of the Secured Obligations constituting amounts owed to the Revenue Participants in accordance with Section 2.1.2 of the Revenue Sharing and Note Purchase Agreement; and

(d) *Last*, the balance, if any, after all the Secured Obligations have been paid in full, to the Grantor or as otherwise required by applicable law.

7.3. Sales on Credit. If Collateral Agent sells any of the Collateral in connection with the exercise of remedies pursuant to Section 7.1(a) of this Agreement upon credit, Grantor will be credited only with payments actually made by the purchaser thereof and received by Collateral Agent and applied to indebtedness of the purchaser thereof. In the event the purchaser fails to pay for the Collateral, Collateral Agent may resell the Collateral and Grantor shall be credited with proceeds of the sale.

7.4. Intellectual Property.

(a) Anything contained herein to the contrary notwithstanding, upon the occurrence and during the continuation of an Event of Default

(i) The Collateral Agent may exercise its rights under Section 2.7 of the Revenue Sharing and Note Purchase Agreement;

(ii) Collateral Agent shall have the right (but not the obligation) to bring suit or otherwise commence any action or proceeding in the name of Grantor, Collateral Agent or otherwise, in Collateral Agent's sole discretion, to enforce any Patents, in which event Grantor shall, at the request of Collateral Agent, do any and all lawful acts and execute any and all documents required by Collateral Agent in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Collateral Agent as provided in Sections 9.1 and 9.2 of the Revenue Sharing and Note Purchase Agreement in connection with the exercise of its rights under this Section, and, to the extent that Collateral Agent shall elect not to bring suit to enforce any Patents as provided in this Section, Grantor agrees to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement or other violation of any of Grantor's rights in the Patents by any other Person and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing as shall be necessary to prevent such infringement or violation;

(iii) Collateral Agent shall have the right to notify, or require Grantor to notify, any obligors with respect to amounts due or to become due to Grantor in respect of the Patents, of the existence of the security interest created herein, to direct such obligors to make payment of all such amounts directly to Collateral Agent, and, upon such notification and at the expense of Grantor, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as Grantor might have done;

(1) all amounts and proceeds (including checks and other instruments) received by Grantor in respect of amounts due to Grantor in respect of the Collateral or any portion thereof shall be received in trust for the benefit of Collateral Agent hereunder, shall be segregated from other funds of Grantor and shall be forthwith paid over or delivered to Collateral Agent in the same form as so received (with any necessary endorsement) to be applied as per Section 7.2 of this Agreement; and

(2) no Grantor shall adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon.

(b) If (i) an Event of Default shall have occurred and, by reason of cure, waiver, modification, amendment or otherwise, no longer be continuing, (ii) no other Event of Default shall have occurred and be continuing, (iii) an assignment or other transfer to Collateral Agent of any rights, title and interests in and to the Patents shall have been previously made and shall have become absolute and effective, and (iv) the Secured Obligations shall not have become immediately due and payable, upon the written request of Grantor, Collateral Agent shall promptly execute and deliver to Grantor, at Grantor's sole cost and expense, such assignments or other transfer as may be necessary to reassign to Grantor any and all such rights, title and interests as may have been assigned to Collateral Agent as aforesaid, subject to any disposition thereof that may have been made by Collateral Agent; provided, after giving effect to such reassignment, Collateral Agent's security interest granted pursuant hereto, as well as all other rights and remedies of Collateral Agent granted hereunder, shall continue to be in full force and effect; and provided further, the rights, title and interests so reassigned shall be free and clear of any other Liens granted by or on behalf of Collateral Agent and the Secured Parties.

SECTION 8. COLLATERAL AGENT.

Collateral Agent has been appointed to act as "Collateral Agent" hereunder by Purchasers pursuant to the Revenue Sharing and Note Purchase Agreement. Collateral Agent shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of Collateral), solely in accordance with this Agreement and the other Purchase Documents; provided, Collateral Agent shall, after payment in full of all Obligations under the Revenue Sharing and Note Purchase Agreement and the other Purchase Documents, exercise, or refrain from exercising, any remedies provided for herein in accordance with the instructions of the Majority Purchasers. In furtherance of the foregoing provisions of this section, each Secured Party, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Collateral hereunder, it being understood and agreed by such Secured Party that all powers, rights and remedies hereunder may be exercised solely by Collateral Agent for the benefit of Secured Parties in accordance with the terms of this section. Collateral Agent may resign, and a successor be appointed, in accordance with the Revenue Sharing and Note Purchase Agreement. After any retiring Collateral Agent's resignation hereunder as Collateral Agent, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was Collateral Agent hereunder.

SECTION 9. CONTINUING SECURITY INTEREST; TRANSFER OF RIGHTS UNDER INVESTMENT DOCUMENTS.

This Agreement shall create a continuing security interest in the Collateral and shall remain in full force and effect until the payment in full of all Secured Obligations (other than contingent indemnity obligations not then asserted), be binding upon Grantor, its successors and assigns, and inure, together with the rights and remedies of Collateral Agent hereunder, to the benefit of Collateral Agent and its successors, transferees and assigns. Without limiting the generality of the foregoing, but subject to the terms of the Revenue Sharing and Note Purchase Agreement, any Purchaser may assign or otherwise transfer any rights held by it under the Purchase Documents to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Purchasers herein or otherwise. Upon the payment in full of all Secured Obligations (other than contingent indemnity obligations not then asserted), the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Collateral shall revert to Grantor. Upon any such termination, Collateral Agent shall, at Grantor's expense, execute and deliver to Grantor or otherwise authorize the filing of such release documents as Grantor shall reasonably request, including financing statement amendments to evidence such termination, in each case, such documents to be in form and substance satisfactory to Collateral Agent and without representation or warranty by, or recourse to, Collateral Agent. Upon any Disposition of property permitted by the Revenue Sharing and Note Purchase Agreement, the Liens granted herein shall be deemed to be automatically released and such property shall automatically revert to the Grantor (or transferee) with no further action on the part of any Person. Collateral Agent shall, at Grantor's expense, execute and deliver or otherwise authorize the filing of such documents as Grantor shall reasonably request, in form and substance reasonably satisfactory to Collateral Agent and without representation or warranty by, or recourse to, Collateral Agent, including financing statement amendments to evidence such release.

SECTION 10. STANDARD OF CARE; COLLATERAL AGENT MAY PERFORM.

The powers conferred on Collateral Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, Collateral Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which Collateral Agent accords its own property. Neither Collateral Agent nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of Grantor or otherwise. If Grantor fails to perform any agreement contained herein, Collateral Agent may itself perform, or cause performance of, such agreement, and the expenses of Collateral Agent incurred in connection therewith shall be payable by Grantor under Section 9.1 of the Revenue Sharing and Note Purchase Agreement.

SECTION 11. INDEMNITY

The Grantor (as “Indemnitor”) agrees to indemnify, pay and hold the Secured Parties, and the officers, directors, partners, managers, members, employees, agents, and Affiliates of the Secured Parties (collectively, the “Indemnitees”) harmless from and against any and all other liabilities, costs, expenses, obligations, losses (other than lost profit), damages, penalties, actions, judgments, suits, claims and disbursements of any kind or nature whatsoever (including, without limitation, the reasonable fees and disbursements of one counsel for such Indemnitees) in connection with any investigative, administrative or judicial proceeding commenced or threatened (excluding claims among Indemnitees), whether or not such Indemnitee shall be designated a party thereto, which may be imposed on, incurred by, or asserted against that Indemnitee, in any manner relating to or arising out of this Agreement (the “Indemnified Liabilities”); *provided* that the Indemnitor shall not have any obligation to an Indemnitee hereunder with respect to an Indemnified Liability to the extent that such Indemnified Liability arises from the gross negligence or willful misconduct of that Indemnitee or any of its officers, directors, partners, managers, members, employees, agents and/or Affiliates. Each Indemnitee shall give the Indemnitor prompt written notice of any claim that might give rise to Indemnified Liabilities setting forth a description of those elements of such claim of which such Indemnitee has knowledge; *provided* that any failure to give such timely notice shall not affect the obligations of the Indemnitor except if and to the extent that any such failure to provide notice is both grossly negligent and results in material prejudice to the defense of such Indemnified Liability. The Indemnitor shall have the right at any time during which such claim is pending to select counsel to defend and control the defense thereof and settle any claims for which it is responsible for indemnification hereunder (*provided* that the Indemnitor will not settle any such claim without (i) the appropriate Indemnitee’s prior written consent, which consent shall not be unreasonably withheld or (ii) obtaining an unconditional release of the appropriate Indemnitee from all claims arising out of or in any way relating to the circumstances involving such claim and without any admission as to culpability or fault of such Indemnitee) so long as in any such event, the Indemnitor shall have stated in a writing delivered to the Indemnitee that, as between the Indemnitor and the Indemnitee, the Indemnitor is responsible to the Indemnitee with respect to such claim to the extent and subject to the limitations set forth herein; *provided* that the Indemnitor shall not be entitled to control the defense of any claim in the event that in the reasonable opinion of counsel for the Indemnitee, there are one or more material defenses available to the Indemnitee which are not available to the Indemnitor; in which case, the Indemnitor shall pay the reasonable fees and expenses of one separate counsel (plus a local counsel if applicable) for all Indemnitees; *provided further*, that with respect to any claim as to which the Indemnitee is controlling the defense, the Indemnitor will not be liable to any Indemnitee for any settlement of any claim pursuant to this Section 11 that is effected without its prior written consent, which consent shall not be unreasonably withheld. To the extent that the undertaking to indemnify, pay and hold harmless set forth in this Section 11 may be unenforceable because it is violative of any law or public policy, the Grantor shall contribute the maximum portion which it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all Indemnified Liabilities incurred by the Indemnitees or any of them. Notwithstanding anything to the contrary in this Agreement, no party shall be liable to the other party or any third party for any indirect, incidental, exemplary, special, punitive or consequential damages (including with respect to lost revenue, lost profits or savings or business interruption) of any kind or nature whatsoever suffered by the other party or any third party howsoever caused and regardless of the form or cause of action, even if such damages are foreseeable or such party has been advised of the possibility of such damages. The provisions of this Section 11 shall survive the termination of this Agreement.

SECTION 12. MISCELLANEOUS.

Any notice required or permitted to be given under this Agreement shall be given in accordance with Section 9.3 of the Revenue Sharing and Note Purchase Agreement. No failure or delay on the part of Collateral Agent in the exercise of any power, right or privilege hereunder or under any other Purchase Document shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement and the other Purchase Documents are cumulative to, and not exclusive of, any rights or remedies otherwise available. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists. This Agreement shall be binding upon and inure to the benefit of Collateral Agent and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of Collateral Agent given in accordance with the Revenue Sharing and Note Purchase Agreement, assign any right, duty or obligation hereunder. This Agreement and the other Purchase Documents embody the entire agreement and understanding between Grantor and Collateral Agent and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Purchase Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as a manually executed counterpart of this Agreement.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST OR THE REMEDIES HEREUNDER IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, EACH PARTY HERETO WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE CONDUCT OF THE PARTIES HERETO, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER IN CONTRACT, TORT OR OTHERWISE. The Grantor acknowledges that Grantor has been informed by the Secured Parties that the foregoing sentence constitutes a material inducement upon which the Secured Parties have relied and will rely in entering into this Agreement. Grantor or any of the Secured Parties may file an original counterpart or a copy of this Agreement with any court as written evidence of the consent of the Grantors and the Secured Parties to the waiver of their rights to trial by jury.

Each party hereto (a) irrevocably submits to the exclusive jurisdiction of any New York state court or federal court sitting in New York, New York, and any court having jurisdiction over appeals of matters heard in such courts, for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement or the subject matter hereof or thereof; (b) waives to the extent not prohibited by applicable law that cannot be waived, and agrees not to assert, by way of motion, as a defense or otherwise, in any such proceeding brought in any of the above-named courts, any claim that they are not subject personally to the jurisdiction of such court, that their property is exempt or immune from attachment or execution, that such proceeding is brought in an inconvenient forum, that the venue of such proceeding is improper, or that this Agreement, or the subject matter hereof or thereof, may not be enforced in or by such court; and (c) consents to service of process in any such proceeding in any manner at the time permitted under the applicable laws of the State of New York and agree that service of process by registered or certified mail, return receipt requested, at the address specified in or pursuant to Section 9.3 of the Revenue Sharing and Note Purchase Agreement is reasonably calculated to give actual notice.

IN WITNESS WHEREOF, Grantor and Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

GRANTOR:

INVENTERGY GLOBAL, INC.

/s/ Joseph W. Beyers

By: Joseph Beyers

Title: Chairman & CEO

INVENTERGY, INC.

/s/ Joseph W. Beyers

By: Joseph Beyers

Title: Chairman & CEO

[Signature Page to Security Agreement]

COLLATERAL AGENT:

DBD CREDIT FUNDING LLC

By: /s/ Jason Meyer

Name: Jason Meyer

Title: Authorized Signatory

[Signature Page to Security Agreement]

SECURITY AGREEMENT SUPPLEMENT

This **SECURITY AGREEMENT SUPPLEMENT**, dated [mm/dd/yy], is delivered by [NAME OF GRANTOR] a [NAME OF STATE OF INCORPORATION] [Corporation] (the “Grantor”) pursuant to the Security Agreement, dated as of [mm/dd/yy] (as it may be from time to time amended, restated, modified or supplemented, the “Security Agreement”), among [NAME OF COMPANY], the Grantor and [NAME OF COLLATERAL AGENT], as the Collateral Agent. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

Grantor hereby confirms the grant to Collateral Agent set forth in the Security Agreement of, and does hereby grant to Collateral Agent, a security interest in all of Grantor’s right, title and interest in and to all Collateral to secure the Secured Obligations, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located and specifically, without limitation, grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in the Commercial Tort Claims referenced on Schedule 4.3. Grantor represents and warrants to Collateral Agent and each other Secured Party that the attached Supplements¹ to Schedules accurately and completely set forth all additional information required pursuant to the Security Agreement and hereby agrees that such Supplements to Schedules shall constitute part of the Schedules to the Security Agreement.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement Supplement to be duly executed and delivered by its duly authorized officer as of [mm/dd/yy].

[NAME OF GRANTOR]

By: _____
Name:
Title:

¹ Supplemental schedules to be attached

Patent Security Agreement

Patent Security Agreement, dated as of October 1, 2014, by INVENTERGY GLOBAL, INC., a Delaware corporation, INVENTERGY, INC., a Delaware corporation (collectively, the "Pledgor"), in favor of DBD CREDIT FUNDING LLC, in its capacity as collateral agent pursuant to the Revenue Sharing and Note Purchase Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), between Inventergy, Global, Inc., a Delaware corporation, Inventergy, Inc., a Delaware corporation (collectively, the "Company"), each of the Purchasers party thereto from time to time, (in such capacity, the "Collateral Agent").

Witnesseth:

Whereas, the Pledgor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Revenue Sharing and Note Purchase Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral:

- (a) registered Patents and applications of the Pledgor listed on Schedule I(a) of the Revenue Sharing and Note Purchase Agreement; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement, and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests in the Patents made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Patent Security Agreement by telecopier or other electronic transmission (i.e. a “pdf” or “tif” document) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

[Signature page follows]

In Witness Whereof, the Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

INVENTERGY GLOBAL, INC.,
as Pledgor

By: _____
Name:
Title:

INVENTERGY, INC.,
as Pledgor

By: _____
Name:
Title:

Accepted and Agreed:

DBD CREDIT FUNDING LLC,
as Collateral Agent

By: _____
Name:
Title:

Grantor Corporate Information -

1. Full legal name of Grantor:
 - a. Inventergy Global, Inc.
 - b. Inventergy, Inc.
 2. Names under which Grantor has carried out business (including any trade-name or fictitious business name) during 5 years preceding the Effective Date of this Agreement:
 - a. eOn Communications Corporation
 - b. Inventergy, LLC
 - c. Silicon Turbine Systems, LLC
 3. Type of organization of Grantor:
 - a. Delaware Corporation (Inventergy Global, Inc.)
 - b. Delaware Corporation (Inventergy, Inc.)
 4. Jurisdiction of organization of Grantor:
 - a. Delaware (Inventergy Global, Inc.)
 - b. Delaware (Inventergy, Inc.)
 5. Organizational identification number of Grantor, if any:
 - a. Tax ID: 62-1482176 (Inventergy Global, Inc.)
 - b. Tax ID: 45-4209624 (Inventergy, Inc.)
 6. Jurisdiction where the chief executive office or its sole place of business is, and for the one-year period preceding the date hereof has been, located:
 - a. California (Inventergy Global, Inc.)
 - b. California (Inventergy, Inc.)
-

COMMERCIAL TORT CLAIMS

Inventergy, Inc. v. Genband, Inc., Case #6:14-cv-00612-MHS, U.S. District Court, Eastern District of Texas (Tyler), filed July 14, 2014, involving the patents listed below. Inventergy is represented by Novak Druce Connolly Bove + Quigg, LLP and Findlay Craft PC.

7,835,352 (Huawei)
8,335,487 (Huawei)
6,801,542 (Nokia)
7,925,762 (Nokia)
6,904,035 (Nokia)

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") is dated as of October 1, 2014, between Inventergy Global, Inc., a Delaware corporation (the "Company"), and CF DB EZ LLC a Delaware limited liability company ("Purchaser").

WHEREAS, subject to the terms and conditions set forth in this Agreement, the Company desires to issue and sell to each Purchaser, and each Purchaser, severally and not jointly, desires to purchase from the Company, securities of the Company as more fully described in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Company and each Purchaser agree as follows:

**ARTICLE I.
DEFINITIONS**

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, for all purposes of this Agreement, the following terms have the meanings set forth in this Section 1.1:

"Acquiring Person" shall have the meaning ascribed to such term in Section 4.3.

"Action" shall have the meaning ascribed to such term in Section 3.1(j).

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person as such terms are used in and construed under Rule 405 under the Securities Act.

"Board of Directors" means the board of directors of the Company.

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"Closing" means the closing of the purchase and sale of the Shares pursuant to Section 2.1.

"Commission" means the United States Securities and Exchange Commission.

"Common Stock" means the common stock of the Company, par value \$0.001 per share, and any other class of securities into which such securities may hereafter be reclassified or changed.

"Common Stock Equivalents" means any securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, rights, options, warrants or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

“Company Counsel” means Ellenoff Grossman & Schole LLP

“Evaluation Date” shall have the meaning ascribed to such term in Section 3.1(r).

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“FCPA” shall have the meaning ascribed to such term in Section 3.1(aa).

“GAAP” shall have the meaning ascribed to such term in Section 3.1(h).

“Indebtedness” shall have the meaning ascribed to such term in Section 3.1(y).

“Intellectual Property Rights” shall have the meaning ascribed to such term in Section 3.1(o).

“Liens” means a lien, charge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

“Material Adverse Effect” shall have the meaning assigned to such term in Section 3.1(b).

“Material Permits” shall have the meaning ascribed to such term in Section 3.1(m).

“Money Laundering Laws” shall have the meaning ascribed to such term in Section 3.1(ff).

“OFAC” shall have the meaning ascribed to such term in Section 3.1(ee).

“Purchase Price” means \$1,000,000.

“Person” means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

“Proceeding” means an action, claim, suit, investigation or proceeding (including, without limitation, an informal investigation or partial proceeding, such as a deposition), whether commenced or threatened.

“Purchaser Party” shall have the meaning ascribed to such term in Section 4.5.

“Rule 144” means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

“Rule 424” means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

“SEC Reports” shall have the meaning ascribed to such term in Section 3.1(h).

“Shares” means the shares of Common Stock issued or issuable to each Purchaser pursuant to this Agreement.

“Short Sales” means all “short sales” as defined in Rule 200 of Regulation SHO under the Exchange Act (but shall not be deemed to include the location and/or reservation of borrowable shares of Common Stock).

“Subsidiary” means any subsidiary consolidated in the Company’s financial statements, and shall, where applicable, also include any direct or indirect subsidiary of the Company formed or acquired after the date hereof.

“Trading Day” means a day on which the principal Trading Market is open for trading.

“Trading Market” means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE MKT, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the OTC Bulletin Board (or any successors to any of the foregoing).

“Transaction Documents” means this Agreement and any other documents or agreements executed in connection with the transactions contemplated hereunder, including (i) the Revenue Sharing and Note Purchase Agreement, dated as of the date hereof, by and among the Company, Inventergy, Inc., DBD Credit Funding LLC and the Revenue Participants and Note Purchasers party thereto, (ii) Security Agreement, dated as of the date hereof, by and among the Company, Inventergy, Inc. and DBD Credit Funding LLC, and (iii) the Voting Agreement, dated as of the date hereof, by and between the Company, Inventergy, Inc. and CF DB EZ LLC.

“VWAP” means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if the OTC Bulletin Board is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the OTC Bulletin Board, (c) if the Common Stock is not then listed or quoted for trading on the OTC Bulletin Board and if prices for the Common Stock are then reported in the “Pink Sheets” published by Pink OTC Markets, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Purchasers of a majority in interest of the Shares then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

ARTICLE II.
PURCHASE AND SALE

2.1 Closing. Upon the terms and subject to the conditions set forth herein, the Company agrees to sell, and the Purchaser agrees to purchase, 500,000 Shares in consideration of the payment by Purchaser of the Purchase Price. The Closing shall occur at the offices of Company Counsel or such other location as the parties shall mutually agree.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company. Except as described in the SEC Reports or any information contained or incorporated therein, the Company hereby makes the following representations and warranties to Purchaser:

(a) Subsidiaries. All of the direct and indirect subsidiaries of the Company are described in the Company's SEC Reports or the schedules thereto or the documents incorporated therein. The Company owns, directly or indirectly, all of the capital stock or other equity interests of each Subsidiary free and clear of any Liens, and all of the issued and outstanding shares of capital stock of each Subsidiary are validly issued and are fully paid, non-assessable and free of preemptive and similar rights to subscribe for or purchase securities.

(b) Organization and Qualification. The Company and each of the Subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither the Company nor any Subsidiary is in violation nor default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents, except to the extent that any such default could not have or reasonably be expected to result in: (i) a material adverse effect on the legality, validity or enforceability of any Transaction Document, (ii) a material adverse effect on the results of operations, assets, prospects, business or condition (financial or otherwise) of the Company and the Subsidiaries, taken as a whole, or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under any Transaction Document (any of (i), (ii) or (iii), a "Material Adverse Effect"), provided, that none of the following alone shall be deemed, in and of itself, to constitute a Material Adverse Effect: (i) a change in the market price or trading volume of the Common Stock or (ii) changes in general economic conditions or changes affecting the industry in which the Company operates generally (as opposed to Company-specific changes) so long as such changes do not have a materially disproportionate effect on the Company. Each of the Company and the Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in a Material Adverse Effect and no Proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

(c) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by each of the Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of each of the Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, the Board of Directors or the Company's stockholders in connection therewith. Each Transaction Document to which it is a party has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(d) No Conflicts. The execution, delivery and performance by the Company of the Transaction Documents, the issuance and sale of the Shares and the consummation by it of the transactions contemplated hereby and thereby to which it is a party do not and will not (i) conflict with or violate any provision of the Company's or any Subsidiary's certificate or articles of incorporation, bylaws or other organizational or charter documents, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of the Company or any Subsidiary, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company or Subsidiary debt or otherwise) or other understanding to which the Company or any Subsidiary is a party or by which any property or asset of the Company or any Subsidiary is bound or affected, or (iii) subject to the Required Approvals, conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or a Subsidiary is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company or a Subsidiary is bound or affected; except in the case of each of clauses (ii) and (iii), such as could not have or reasonably be expected to result in a Material Adverse Effect.

(e) Filings, Consents and Approvals. The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Company of the Transaction Documents, other than (i) the notice and/or application(s) to the Nasdaq Stock Market for the listing of the Shares for trading thereon in the time and manner required thereby, (ii) the filing of Form D with the Commission and (iii) such filings as are required to be made under applicable state securities laws (collectively, the “Required Approvals”) s.

(f) Issuance of the Shares. The Shares are duly authorized and, when issued and paid for in accordance with the applicable Transaction Documents, will be duly and validly issued, fully paid and nonassessable, free and clear of all Liens imposed by the Company. The Company has reserved from its duly authorized capital stock the maximum number of shares of Common Stock issuable pursuant to this Agreement.

(g) Capitalization. Neither the Company nor any of its Subsidiaries has issued any capital stock since the Company’s most recently filed periodic report under the Exchange Act, other than pursuant to the exercise of employee stock options under the Company’s stock option plans or the issuance of shares of Common Stock to employees, or pursuant to the conversion and/or exercise of Common Stock Equivalents outstanding as of the date of the most recently filed periodic report under the Exchange Act. No Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by the Transaction Documents except as has been duly waived. Except as a result of the purchase and sale of the Shares or as disclosed in the SEC Reports, there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, any shares of Common Stock, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional shares of Common Stock or Common Stock Equivalents. The issuance and sale of the Shares will not obligate the Company or any of its Subsidiaries to issue shares of Common Stock or other securities to any Person (other than the Purchaser) and will not result in a right of any holder of securities of the Company or any of its Subsidiaries to adjust the exercise, conversion, exchange or reset price under any of such securities except for an adjustment to the conversion price of the Series B Convertible Preferred Stock to equal the per share purchase price provided to the Purchaser. All of the outstanding shares of capital stock of the Company and its Subsidiaries are validly issued, fully paid and nonassessable, have been issued in compliance with all federal and state securities laws, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. No further approval or authorization of any stockholder, the Board of Directors or third party is required for the issuance and sale of the Shares. Except as disclosed in the SEC Reports or in any exhibit thereto, there are no stockholders agreements, voting agreements or other similar agreements with respect to the Company’s or any of its Subsidiaries’ capital stock to which the Company is a party or, to the knowledge of the Company, between or among any of the Company’s stockholders.

(h) SEC Reports; Financial Statements. The Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the three (3) years preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material) (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the “SEC Reports”) on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Company has never been an issuer subject to Rule 144(i) under the Securities Act. The financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved (“GAAP”), except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of the Company and its consolidated Subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

(i) Material Changes; Undisclosed Events, Liabilities or Developments. Since the date of the latest audited financial statements included within the SEC Reports, except as specifically disclosed in a subsequent SEC Report filed prior to the date hereof, (i) there has been no event, occurrence or development that has had or that could reasonably be expected to result in a Material Adverse Effect, (ii) the Company has not incurred any liabilities (contingent or otherwise) other than (A) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected in the Company’s financial statements pursuant to GAAP or disclosed in filings made with the Commission, (iii) the Company has not altered its method of accounting, (iv) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock and (v) the Company has not issued any equity securities to any officer, director or Affiliate, except pursuant to existing Company stock option plans. The Company does not have pending before the Commission any request for confidential treatment of information. Except for the issuance of the Shares contemplated by this Agreement or as disclosed in the SEC Reports, no event, liability, fact, circumstance, occurrence or development has occurred or exists or is reasonably expected to occur or exist with respect to the Company or its Subsidiaries or their respective business, properties, operations, assets or financial condition that would be required to be disclosed by the Company under applicable securities laws at the time this representation is made or deemed made that has not been publicly disclosed at least one (1) Trading Day prior to the date that this representation is made.

(j) Litigation. There is no action, suit, inquiry, notice of violation, proceeding or investigation pending or, to the knowledge of the Company, threatened against or affecting the Company, any Subsidiary or any of their respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign) (collectively, an “Action”) which (i) adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents or the Shares or (ii) could, if there were an unfavorable decision, have or reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any Subsidiary, nor, to the knowledge of the Company, any director or officer thereof, is or has been the subject of any Action involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty. There has not been, and to the knowledge of the Company, there is not pending or contemplated, any investigation by the Commission involving the Company or, to the knowledge of the Company, any current or former director or officer of the Company. The Commission has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company or any Subsidiary under the Exchange Act or the Securities Act.

(k) Labor Relations. No strike, work stoppage, slow down or other labor dispute exists or, to the knowledge of the Company, is imminent with respect to any of the employees of the Company, which could reasonably be expected to result in a Material Adverse Effect. None of the Company’s or its Subsidiaries’ employees is a member of a union that relates to such employee’s relationship with the Company or such Subsidiary, and neither the Company nor any of its Subsidiaries is a party to a collective bargaining agreement, and the Company and its Subsidiaries believe that their relationships with their employees are good. No executive officer, to the knowledge of the Company, is, or is now expected to be, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement or non-competition agreement, or any other contract or agreement or any restrictive covenant in favor of any third party, and the continued employment of each such executive officer does not subject the Company or any of its Subsidiaries to any liability with respect to any of the foregoing matters. The Company and its Subsidiaries are in compliance with all U.S. federal, state, local and foreign laws and regulations relating to employment and employment practices, terms and conditions of employment and wages and hours, except where the failure to be in compliance could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(l) Compliance. Neither the Company nor any Subsidiary: (i) is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company or any Subsidiary under), nor has the Company or any Subsidiary received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) is in violation of any judgment, decree or order of any court, arbitrator or governmental body or (iii) is or has been in violation of any statute, rule, ordinance or regulation of any governmental authority, including without limitation all foreign, federal, state and local laws relating to taxes, environmental protection, occupational health and safety, product quality and safety and employment and labor matters, except in each case as could not have or reasonably be expected to result in a Material Adverse Effect.

(m) Regulatory Permits. The Company and the Subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct their respective businesses as currently conducted as described in the SEC Reports, except where the failure to possess such permits could not reasonably be expected to result in a Material Adverse Effect (“Material Permits”), and neither the Company nor any Subsidiary has received any notice of proceedings relating to the revocation or modification of any Material Permit.

(n) Title to Assets. The Company and the Subsidiaries have good and marketable title in fee simple to all real property owned by them and good and marketable title in all personal property owned by them that is material to the business of the Company and the Subsidiaries, in each case free and clear of all Liens, except for Liens as do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company and the Subsidiaries and Liens for the payment of federal, state or other taxes, the payment of which is neither delinquent nor subject to penalties. Any real property and facilities held under lease by the Company and the Subsidiaries are held by them under valid, subsisting and enforceable leases with which the Company and the Subsidiaries are in compliance, except where the failure to be in compliance would not reasonably be expected to have a Material Adverse Effect.

(o) Intellectual Property Rights. The Company and the Subsidiaries have, or have rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses and other intellectual property rights and similar rights necessary for use in connection with their respective businesses as described in the SEC Reports and which the failure to so have could reasonably be expected to have a Material Adverse Effect (collectively, the “Intellectual Property Rights”). None of, and neither the Company nor any Subsidiary has received a notice (written or otherwise) that any of, the Intellectual Property Rights has expired, terminated or been abandoned, or is expected to expire or terminate or be abandoned, within three (3) years from the date of this Agreement, in either case which are material to the Company’s business. Neither the Company nor any Subsidiary has received, since the date of the latest audited financial statements included within the SEC Reports, a written notice of a claim or otherwise has any knowledge that the Intellectual Property Rights violate or infringe upon the rights of any Person, except as would not have a Material Adverse Effect. To the knowledge of the Company, all such Intellectual Property Rights are enforceable and there is no existing infringement by another Person of any of the Intellectual Property Rights. The Company and its Subsidiaries have taken reasonable security measures to protect the secrecy and confidentiality of all of their intellectual properties, except where failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(p) Insurance. The Company and the Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which the Company and the Subsidiaries are engaged, including, but not limited to, directors and officers insurance coverage. Neither the Company nor any Subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business without a significant increase in cost.

(q) Transactions With Affiliates and Employees. Except as set forth in the SEC Reports, none of the officers or directors of the Company and, to the knowledge of the Company, none of the employees of the Company is presently a party to any transaction with the Company or any Subsidiary (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee or partner, in each case in excess of \$120,000 other than for (i) payment of salary or consulting fees for services rendered, (ii) reimbursement for expenses incurred on behalf of the Company and (iii) other employee benefits, including stock option agreements under any stock option plan of the Company.

(r) Sarbanes-Oxley; Internal Accounting Controls. The Company is in compliance with any and all applicable requirements of the Sarbanes-Oxley Act of 2002 that are effective as of the date hereof, and any and all applicable rules and regulations promulgated by the Commission thereunder that are effective as of the date hereof, except where the failure to be in compliance would not have a Material Adverse Effect. The Company and the Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company has established disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the Company and designed such disclosure controls and procedures to ensure that information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms. The Company's certifying officers have evaluated the effectiveness of the Company's disclosure controls and procedures as of the end of the period covered by the Company's most recently filed periodic report under the Exchange Act (such date, the "Evaluation Date"). The Company presented in its most recently filed periodic report under the Exchange Act the conclusions of the certifying officers about the effectiveness of the disclosure controls and procedures based on their evaluations as of the Evaluation Date. Since the Evaluation Date, there have been no changes in the Company's internal control over financial reporting (as such term is defined in the Exchange Act) that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

(s) Certain Fees. No brokerage or finder's fees or commissions are or will be payable by the Company to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to the transactions contemplated by the Transaction Documents. The Purchaser shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this Section that may be due in connection with the transactions contemplated by the Transaction Documents.

(t) Investment Company. The Company is not, and is not an Affiliate of, and immediately after receipt of payment for the Shares, will not be or be an Affiliate of, an "investment company" within the meaning of the Investment Company Act of 1940, as amended. The Company shall conduct its business in a manner so that it will not become an "investment company" subject to registration under the Investment Company Act of 1940, as amended.

(u) Registration Rights. Except as described in the SEC Reports, no Person has any right to cause the Company to effect the registration under the Securities Act of any securities of the Company.

(v) Listing and Maintenance Requirements. The Common Stock is registered pursuant to Section 12(b) or 12(g) of the Exchange Act, and the Company has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act nor has the Company received any notification that the Commission is contemplating terminating such registration. The Company has not, in the 12 months preceding the date hereof, received notice from any Trading Market on which the Common Stock is or has been listed or quoted to the effect that the Company is not in compliance with the listing or maintenance requirements of such Trading Market. The Company is, and has no reason to believe that it will not in the foreseeable future continue to be, in compliance with all such listing and maintenance requirements.

(w) Application of Takeover Protections. The Company and the Board of Directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Company's certificate of incorporation (or similar charter documents) or the laws of its state of incorporation that is or could become applicable to the Purchaser as a result of the Purchaser and the Company fulfilling their obligations or exercising their rights under the Transaction Documents, including without limitation as a result of the Company's issuance of the Shares and the Purchaser's ownership of the Shares.

(x) Disclosure. All of the disclosure furnished by or on behalf of the Company to the Purchaser regarding the Company, its business and the transactions contemplated hereby is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. The press releases disseminated by the Company during the twelve (12) months preceding the date of this Agreement taken as a whole and taken together with the SEC Reports do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made and when made, not misleading. The Company acknowledges and agrees that no Purchaser makes or has made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in Section 3.2 hereof.

(y) Solvency. Based on the consolidated financial condition of the Company as of the date hereof, after giving effect to the receipt by the Company of the proceeds from the sale of the Shares hereunder, (i) the fair saleable value of the Company's assets exceeds the amount that will be required to be paid on or in respect of the Company's existing debts and other liabilities (including known contingent liabilities) as they mature, (ii) the Company's assets do not constitute unreasonably small capital to carry on its business as now conducted and as proposed to be conducted including its capital needs taking into account the particular capital requirements of the business conducted by the Company, and projected capital requirements and capital availability thereof, and (iii) the current cash and cash equivalents of the Company, together with the proceeds the Company would receive, were it to liquidate all of its assets, after taking into account all anticipated uses of the cash, would be sufficient to pay all amounts on or in respect of its liabilities when such amounts are required to be paid. The Company does not intend to incur debts beyond its ability to pay such debts as they mature (taking into account the timing and amounts of cash to be payable on or in respect of its debt). The Company has no knowledge of any facts or circumstances which lead it to believe that it will file for reorganization or liquidation under the bankruptcy or reorganization laws of any jurisdiction within one year from the date hereof. The SEC Reports set forth as of the date hereof all outstanding secured and unsecured Indebtedness of the Company or any Subsidiary, or for which the Company or any Subsidiary has commitments. For the purposes of this Agreement, "Indebtedness" means (x) any liabilities for borrowed money or amounts owed in excess of \$100,000 (other than trade accounts payable incurred in the ordinary course of business), (y) all guaranties, endorsements and other contingent obligations in respect of indebtedness of others, whether or not the same are or should be reflected in the Company's balance sheet (or the notes thereto), except guaranties by endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business; and (z) the present value of any lease payments in excess of \$100,000 due under leases required to be capitalized in accordance with GAAP. Neither the Company nor any Subsidiary is in default with respect to any Indebtedness.

(z) Tax Status. Except for matters that would not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect, The Company and each Subsidiary (i) has made or filed all United States federal and state income and all foreign income and franchise tax returns, reports and declarations required by any jurisdiction to which it is subject, (ii) has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations and (iii) has set aside on its books provision reasonably adequate for the payment of all material taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company or of any Subsidiary know of no basis for any such claim.

(aa) Foreign Corrupt Practices. Neither the Company, nor to the knowledge of the Company after reasonable inquiry, any agent or other person acting on behalf of the Company, has (i) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by the Company (or made by any person acting on its behalf of which the Company is aware) which is in violation of law, or (iv) violated in any material respect any provision of the Foreign Corrupt Practices Act of 1977, as amended (the “FCPA”).

(bb) Acknowledgment Regarding Purchaser’s Purchase of Shares. The Company acknowledges and agrees that the Purchaser is acting solely in the capacity of an arm’s length purchaser with respect to the Transaction Documents and the transactions contemplated thereby. The Company further acknowledges that Purchaser is not acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to the Transaction Documents and the transactions contemplated thereby and any advice given by any Purchaser or any of their respective representatives or agents in connection with the Transaction Documents and the transactions contemplated thereby is merely incidental to the Purchaser’s purchase of the Shares. The Company further represents to each Purchaser that the Company’s decision to enter into this Agreement and the other Transaction Documents has been based solely on the independent evaluation of the transactions contemplated hereby by the Company and its representatives.

(cc) Acknowledgement Regarding Purchaser’s Trading Activity. Anything in this Agreement or elsewhere herein to the contrary notwithstanding, it is understood and acknowledged by the Company that: (i) Purchaser has not been asked by the Company to agree, nor has any Purchaser agreed, to desist from purchasing or selling, long and/or short, securities of the Company, or “derivative” securities based on securities issued by the Company or to hold the Shares for any specified term; (ii) past or future open market or other transactions by Purchaser, specifically including, without limitation, Short Sales or “derivative” transactions, before or after the closing of this or future private placement transactions, may negatively impact the market price of the Company’s publicly-traded securities; (iii) Purchaser, and counter-parties in “derivative” transactions to which Purchaser is a party, directly or indirectly, presently may have a “short” position in the Common Stock, and (iv) Purchaser shall not be deemed to have any affiliation with or control over any arm’s length counter-party in any “derivative” transaction. The Company further understands and acknowledges that (y) Purchaser may engage in hedging activities at various times during the period that the Shares are outstanding and (z) such hedging activities (if any) could reduce the value of the existing stockholders’ equity interests in the Company at and after the time that the hedging activities are being conducted.

(dd) Regulation M Compliance. The Company has not, and to its knowledge no one acting on its behalf has, (i) taken, directly or indirectly, any action designed to cause or to result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Shares, (ii) sold, bid for, purchased, or, paid any compensation for soliciting purchases of, any of the Shares, or (iii) paid or agreed to pay to any Person any compensation for soliciting another to purchase any other securities of the Company, other than, in the case of clauses (ii) and (iii), compensation paid to the Company's placement agent in connection with the placement of the Shares.

(ee) Office of Foreign Assets Control. Neither the Company nor, to the Company's knowledge, any director, officer, agent, employee or affiliate of the Company is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC").

(ff) Money Laundering. The operations of the Company are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, applicable money laundering statutes and applicable rules and regulations thereunder (collectively, the "Money Laundering Laws"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

3.2 Representations and Warranties of the Purchaser. Purchaser hereby represents and warrants as of the date hereof to the Company as follows (unless as of a specific date therein):

(a) Organization; Authority. Purchaser is either an individual or an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with full right, corporate or partnership power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and performance by such Purchaser of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate, partnership, limited liability company or similar action, as applicable, on the part of the Purchaser. Each Transaction Document to which it is a party has been duly executed by the Purchaser, and when delivered by the Purchaser in accordance with the terms hereof, will constitute the valid and legally binding obligation of the Purchaser, enforceable against it in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(b) Own Account. Purchaser is acquiring the Shares as principal for its own account and has no direct or indirect arrangement or understandings with any other Persons to distribute or regarding the distribution of such Shares in violation of the Securities Act or any applicable state securities law (this representation and warranty not limiting Purchaser's right to sell the Shares in compliance with applicable federal and state securities laws).

(c) Purchaser Status. At the time Purchaser was offered the Shares, it was, and as of the date hereof it is, either: (i) an "accredited investor" as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Securities Act or (ii) a "qualified institutional buyer" as defined in Rule 144A(a) under the Securities Act. Purchaser is not required to be registered as a broker-dealer under Section 15 of the Exchange Act.

(d) Certain Transactions and Confidentiality. Other than consummating the transactions contemplated hereunder, Purchaser has not, nor has any Person acting on behalf of or pursuant to any understanding with Purchaser, directly or indirectly executed any purchases or sales, including Short Sales, of the securities of the Company during the period commencing as of the time that Purchaser first received a term sheet (written or oral) as of the Company or any other Person representing the Company setting forth the material terms of the transactions contemplated hereunder and ending immediately prior to the execution hereof. Other than to other Persons party to this Agreement, Purchaser has maintained the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction). Notwithstanding the foregoing, for avoidance of doubt, nothing contained herein shall constitute a representation or warranty, or preclude any actions, with respect to the identification of the availability of, or securing of, available shares to borrow in order to effect Short Sales or similar transactions in the future.

ARTICLE IV.

OTHER AGREEMENTS OF THE PARTIES

4.1 Transfer Restrictions.

(a) The Shares may only be disposed of in compliance with state and federal securities laws. In connection with any transfer of Shares other than pursuant to an effective registration statement or Rule 144, to the Company or to an Affiliate of a Purchaser or in connection with a pledge as contemplated in Section 4.1(b), the Company may require the transferor thereof to provide to the Company an opinion of counsel selected by the transferor and reasonably acceptable to the Company, the form and substance of which opinion shall be reasonably satisfactory to the Company, to the effect that such transfer does not require registration of such transferred Shares under the Securities Act. As a condition of transfer, any such transferee shall agree in writing to be bound by the terms of this Agreement and shall have the rights and obligations of a Purchaser under this Agreement.

(b) Purchaser agrees to the imprinting, so long as is required by this Section 4.1, of a legend on any of the Shares in the following form:

THIS SECURITY HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY. THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT WITH A REGISTERED BROKER-DEALER OR OTHER LOAN WITH A FINANCIAL INSTITUTION THAT IS AN "ACCREDITED INVESTOR" AS DEFINED IN RULE 501(a) UNDER THE SECURITIES ACT OR OTHER LOAN SECURED BY SUCH SECURITIES.

The Company acknowledges and agrees that Purchaser may from time to time pledge pursuant to a bona fide margin agreement with a registered broker-dealer or grant a security interest in some or all of the Shares to a financial institution that is an "accredited investor" as defined in Rule 501(a) under the Securities Act and who agrees to be bound by the provisions of this Agreement and, if required under the terms of such arrangement, such Purchaser may transfer pledged or secured Shares to the pledgees or secured parties. Such a pledge or transfer would not be subject to approval of the Company and no legal opinion of legal counsel of the pledgee, secured party or pledgor shall be required in connection therewith. Further, no notice shall be required of such pledge. At the Purchaser's expense, the Company will execute and deliver such reasonable documentation as a pledgee or secured party of Shares may reasonably request in connection with a pledge or transfer of the Shares.

(c) Certificates evidencing the Shares shall not contain any legend (including the legend set forth in Section 4.1(b) hereof), (i) while a registration statement covering the resale of such security is effective under the Securities Act, (ii) following any sale of such Shares pursuant to Rule 144, (iii) if such Shares are eligible for sale under Rule 144, without the requirement for the Company to be in compliance with the current public information required under Rule 144 as to such Shares and without volume or manner-of-sale restrictions, or (iv) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Commission). If such Shares may be sold under Rule 144 and the Company is then in compliance with the current public information required under Rule 144, or if the Shares may be sold under Rule 144 without the requirement for the Company to be in compliance with the current public information required under Rule 144 as to such Shares or if such legend is not otherwise required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Commission) then such Shares shall be issued free of all legends. The Company agrees that following the time as such legend is no longer required under this Section 4.1(c), it will, no later than three Trading Days following the delivery by a Purchaser to the Company or the Company's transfer agent of a certificate representing Shares, issued with a restrictive legend (such third Trading Day, the "Legend Removal Date"), deliver or cause to be delivered to such Purchaser a certificate representing such shares that is free from all restrictive and other legends. The Company may not make any notation on its records or give instructions to such transfer agent that enlarge the restrictions on transfer set forth in this Section 4. Certificates for Shares subject to legend removal hereunder shall be transmitted by the transfer agent to the Purchaser by crediting the account of the Purchaser's prime broker with the Depository Trust Company System as directed by such Purchaser.

(d) In addition to Purchaser's other available remedies, the Company shall pay to a Purchaser, in cash, as partial liquidated damages and not as a penalty, for each \$1,000 of Shares (based on the VWAP of the Common Stock on the date such Shares are submitted to the transfer agent) delivered for removal of the restrictive legend and subject to Section 4.1(c), \$5 per Trading Day for each Trading Day following the 2nd Trading Day after the Legend Removal Date until such certificate is delivered without a legend. Nothing herein shall limit Purchaser's right to pursue actual damages for the Company's failure to deliver certificates representing any Shares as required by the Transaction Documents, and Purchaser shall have the right to pursue all remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief.

4.2 Furnishing of Information. Until the earlier of (i) the time the Purchaser no longer hold any Shares or (ii) five years from the date hereof, the Company covenants to timely file (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to the Exchange Act and, if the Company is not required to file reports pursuant to the Exchange Act, it will prepare and furnish to the Purchaser and make publicly available in accordance with Rule 144(c) such information as is required for the Purchaser to sell the Shares, including without limitation, under Rule 144. The Company further covenants that it will take such further action as any holder of Shares may reasonably request, to the extent required from time to time to enable such Person to sell such Shares without registration under the Securities Act, including without limitation, within the requirements of the exemption provided by Rule 144.

4.3 Shareholder Rights Plan. No claim will be made or enforced by the Company or, with the consent of the Company, any other Person, that Purchaser is an "Acquiring Person" under any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or similar anti-takeover plan or arrangement in effect or hereafter adopted by the Company, or that Purchaser could be deemed to trigger the provisions of any such plan or arrangement, by virtue of receiving Shares under the Transaction Documents or under any other agreement between the Company and the Purchaser. No control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or similar anti-takeover plan or arrangement hereafter adopted by the Company shall limit the number of additional shares of Common Stock that the Purchaser may acquire.

4.4 Non-Public Information. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, so long as Purchaser owns Shares of record, the Company covenants and agrees that neither it, nor any other Person acting on its behalf will provide Purchaser or its agents or counsel with any information that the Company believes constitutes material non-public information, unless prior thereto Purchaser shall have executed a written agreement with the Company regarding the confidentiality and use of such information. The Company understands and confirms that Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company.

4.5 Indemnification of Purchaser. Subject to the provisions of this Section 4.5, the Company will indemnify and hold Purchaser and its directors, officers, shareholders, members, partners, employees and agents (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title), each Person who controls Purchaser (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, shareholders, agents, members, partners or employees (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title) of such controlling persons (each, a "Purchaser Party") harmless from any and all losses, liabilities, obligations, claims, contingencies, damages, costs and expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneys' fees and costs of investigation that any Purchaser Party may suffer or incur as a result of or relating to (a) any breach of any of the representations, warranties, covenants or agreements made by the Company in this Agreement or in the other Transaction Documents or (b) any action instituted against Purchaser in any capacity, or any of them or their respective Affiliates, by any stockholder of the Company who is not an Affiliate of Purchaser, with respect to any of the transactions contemplated by the Transaction Documents (unless such action is based upon a breach of Purchaser's representations, warranties or covenants under the Transaction Documents or any agreements or understandings Purchaser may have with any such stockholder or any violations by Purchaser of state or federal securities laws or any conduct by Purchaser which constitutes fraud, gross negligence, willful misconduct or malfeasance). If any action shall be brought against any Purchaser Party in respect of which indemnity may be sought pursuant to this Agreement, such Purchaser Party shall promptly notify the Company in writing, and the Company shall have the right to assume the defense thereof with counsel of its own choosing reasonably acceptable to the Purchaser Party. Any Purchaser Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Purchaser Party except to the extent that (i) the employment thereof has been specifically authorized by the Company in writing, (ii) the Company has failed after a reasonable period of time to assume such defense and to employ counsel or (iii) in such action there is, in the reasonable written opinion of counsel to the Purchaser furnished to the Company, a material conflict on any material issue between the position of the Company and the position of such Purchaser Party, in which case the Company shall be responsible for the reasonable fees and expenses of no more than one such separate counsel. The Company will not be liable to any Purchaser Party under this Agreement (y) for any settlement by a Purchaser Party effected without the Company's prior written consent, which shall not be unreasonably withheld or delayed; or (z) to the extent, but only to the extent that a loss, claim, damage or liability is attributable to any Purchaser Party's breach of any of the representations, warranties, covenants or agreements made by such Purchaser Party in this Agreement or in the other Transaction Documents. The indemnification required by this Section 4.5 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or are incurred, but if the Purchaser Party is later determined not to be entitled to indemnification under this Section 4.5 or otherwise, the Purchaser Party will promptly return any moneys paid pursuant to this sentence. The indemnity agreements contained herein shall be in addition to any cause of action or similar right of any Purchaser Party against the Company or others, and any liabilities the Company may be subject to pursuant to law.

4.6 Reservation of Common Stock. As of the date hereof, the Company has reserved and the Company shall continue to reserve and keep available at all times, free of preemptive rights, a sufficient number of shares of Common Stock for the purpose of enabling the Company to issue Shares pursuant to this Agreement.

4.7 Listing of Common Stock. The Company hereby agrees to use commercially reasonable efforts to maintain the listing or quotation of the Common Stock on the Trading Market on which it is currently listed except if the Company moves its principal listing to another registered national securities exchange.

ARTICLE V.
MISCELLANEOUS

5.1 Fees and Expenses. Except as expressly set forth in the Transaction Documents to the contrary, each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement.

5.2 Entire Agreement. The Transaction Documents, together with the exhibits and schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

5.3 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of: (a) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto or by email attachment at the email address prior to 5:30 p.m. (Boston time) on a Trading Day, (b) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number or by email attachment at the email address set forth on the signature pages attached hereto on a day that is not a Trading Day or later than 5:30 p.m. (Boston time) on any Trading Day, (c) the second (2nd) Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as set forth on the signature pages attached hereto.

5.4 Amendments; Waivers. No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by the Company and Purchaser or, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right.

5.5 Headings. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

5.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of Purchaser (other than by merger). Purchaser may assign any or all of its rights under this Agreement to any Person to whom Purchaser assigns or transfers any Shares, provided that such transferee agrees in writing to be bound, with respect to the transferred Shares, by the provisions of the Transaction Documents that apply to the "Purchaser" and that such subsequent transferee shall have no rights under Section 5.4.

5.7 No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except as otherwise set forth in Section 4.5.

5.8 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of the Transaction Documents shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and any other Transaction Documents (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or is an inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. If either party shall commence an action or proceeding to enforce any provisions of the Transaction Documents, then, in addition to the obligations of the Company under Section 4.5, the prevailing party in such action or proceeding shall be reimbursed by the other party for its reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

5.9 Survival. The representations and warranties contained herein shall survive the Closing and the delivery of the Shares.

5.10 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

5.11 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

5.12 Replacement of Shares. If any certificate or instrument evidencing any Shares is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof (in the case of mutilation), or in lieu of and substitution therefor, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction and, if requested by the Company, the posting of a customary bond. The applicant for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs (including customary indemnity) associated with the issuance of such replacement Shares.

5.13 Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, each of the Purchaser and the Company will be entitled to specific performance under the Transaction Documents. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations contained in the Transaction Documents and hereby agree to waive and not to assert in any action for specific performance of any such obligation the defense that a remedy at law would be adequate.

5.14 Construction. The parties agree that each of them and/or their respective counsel has reviewed and had an opportunity to revise the Transaction Documents and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Transaction Documents or any amendments hereto. In addition, each and every reference to share prices and shares of Common Stock in any Transaction Document shall be subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Common Stock that occur after the date of this Agreement.

5.15 **WAIVER OF JURY TRIAL. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.**

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

INVENTERGY GLOBAL, INC.

By: /s/ Joseph W. Beyers

Name: Joseph Beyers
Title: Chairman & CEO

Address for Notice:

900 E. Hamilton Avenue, Suite 180
Campbell, CA 95008
Fax: 408-389-3548
Email: conversions@inventergy.com

With a copy to (which shall not constitute notice):

Ellenoff Grossman & Schole LLP
1345 Avenue of the Americas
11th Floor
New York, NY 10105
Fax: 212-370-7889
Email: jsmith@egsllp.com

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOR PURCHASER FOLLOWS]

[PURCHASER SIGNATURE PAGE TO SUBSCRIPTION AGREEMENT]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

CF DB EZ LLC

By: /s/ Jason Meyer

Name: Jason Meyer
Title: Authorized Signatory

Address for Notice:
One Market Plaza
Spear Tower, 42nd Floor
San Francisco, CA 94103
Attention: Yoni Shtein

With a copy to (which shall not constitute notice):

Ropes & Gray LLP
Prudential Tower
800 Boylston St
Boston, MA 02119-3600
Attention: Alyson Allen
Fax: (617) 951-7000
Email: alyson.allen@ropesgray.com

**Certification of Chief Executive Officer
Pursuant to Rule 13a-14(a)**

I, Joseph W. Beyers, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Inventergy Global, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 13, 2014

/s/ Joseph W. Beyers
Joseph W. Beyers
Chief Executive Officer

**Certification of Chief Financial Officer
Pursuant to Rule 13a-14(a)**

I, Stephen B. Huang, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Inventergy Global, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 13, 2014

/s/ Stephen B. Huang

Stephen B. Huang
Chief Financial Officer

INVENTERGY GLOBAL, INC.
CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Inventergy Global, Inc. (the "Company") on Form 10-Q for the period ending September 30, 2014, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Joseph W. Beyers, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. ss.1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ Joseph W. Beyers

Joseph W. Beyers
Chief Executive Officer

November 13, 2014

INVENTERGY GLOBAL, INC.
CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Inventergy Global, Inc. (the "Company") on Form 10-Q for the period ending September 30, 2014, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Stephen B. Huang, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. ss.1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ Stephen B. Huang

Stephen B. Huang
Chief Financial Officer

November 13, 2014
