

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 March 31, 2015

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

Accelerated filer

Non-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 May 12, 2015, the registrant had 35,907,133 shares of common stock outstanding.

Inventergy Global, Inc. and Subsidiary

Quarterly Report on Form 10-Q

TABLE OF CONTENTS

	<u>Page</u>
<a href="#">Cautionary Note Regarding Forward-Looking Statements</a>	-ii-
<b>PART 1-FINANCIAL INFORMATION</b>	<b>1</b>
Item 1. <a href="#">Financial Statements (unaudited)</a>	1
<a href="#">Condensed Consolidated Balance Sheets as of March 31, 2015 (unaudited) and December 31, 2014</a>	1
<a href="#">Condensed Consolidated Statements of Operations (unaudited) for the three months ended March 31, 2015 and 2014</a>	2
<a href="#">Condensed Consolidated Statements of Cash Flows (unaudited) for the three months ended March 31, 2015 and 2014</a>	3
<a href="#">Notes to Condensed Consolidated Financial Statements</a>	4
Item 2. <a href="#">Management’s Discussion and Analysis of Financial Condition and Results of Operations</a>	24
Item 3. <a href="#">Quantitative and Qualitative Disclosures about Market Risk</a>	28
Item 4. <a href="#">Control and Procedures</a>	28
<b>PART II-OTHER INFORMATION</b>	<b>29</b>
Item 1. <a href="#">Legal Proceedings</a>	29
Item 1A. <a href="#">Risk Factors</a>	29
Item 2. <a href="#">Unregistered Sales of Equity Securities and Use of Proceeds</a>	29
Item 3. <a href="#">Defaults Upon Senior Securities</a>	29
Item 4. <a href="#">Mine Safety Disclosures</a>	30
Item 5. <a href="#">Other Information</a>	30
Item 6. <a href="#">Exhibits</a>	30
<b><a href="#">SIGNATURES</a></b>	<b>31</b>

## CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Certain information set forth in this Quarterly Report on Form 10-Q (“the Quarterly Report”), 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 Section 27A of the Securities Act of 1933, as amended (“the Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended (“the Exchange Act”). 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:

- our ability to continue as a going concern;
- 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; and
- competition existing today or that will likely arise in the future.

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, many of which are described in Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2014. These risks and uncertainties 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.

In light of these risks and uncertainties 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. We advise you to carefully review the reports and documents we file from time to time with the Securities and Exchange Commission (the “SEC”).

ITEM 1. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA.

INVENTERGY GLOBAL, INC. AND SUBSIDIARIES  
CONDENSED CONSOLIDATED BALANCE SHEETS

	March 31, 2015 (unaudited)	December 31, 2014
<b>ASSETS</b>		
Current assets		
Cash and cash equivalents	\$ 1,547,412	\$ 1,443,349
Accounts receivable	10,548	259,049
Inventories	172,584	302,739
Prepaid expenses and other current assets	245,461	212,280
Deferred expenses, current	3,096,305	3,000,000
<b>Total current assets</b>	<b>5,072,310</b>	<b>5,217,417</b>
Property and equipment, net	38,016	42,267
Deferred expenses, patents	12,485,055	12,094,420
Patents, net	10,027,819	10,415,404
Intangible assets, net	470,834	499,083
Goodwill	8,858,504	8,858,504
Debt issuance costs	738,238	729,498
Deposits and other assets	18,993	18,993
<b>Total assets</b>	<b>\$ 37,709,769</b>	<b>\$ 37,875,586</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities		
Accounts payable	\$ 2,165,035	\$ 1,501,938
Accrued expenses and other current liabilities	509,146	301,132
Short-term notes payable, related party	300,000	300,000
Guaranteed payments, current	3,907,231	3,807,084
Fortress notes payable, current	3,092,837	1,421,196
Deferred revenue	446,429	-
<b>Total current liabilities</b>	<b>10,420,678</b>	<b>7,331,350</b>
Guaranteed payments	13,446,493	13,105,857
Derivative liabilities	23,392	30,278
Fortress notes payable, net of discount	6,115,414	6,259,321
Fortress revenue share, net of discount	5,306,912	2,478,057
<b>Total liabilities</b>	<b>35,312,889</b>	<b>29,204,863</b>
Stockholders' equity		
Preferred stock, \$0.001 par value, 10,000,000 shares authorized		
Series A convertible preferred stock: 6,176,748 shares designated, 471,056 and 2,709,690		
shares issued and outstanding at March 31, 2015 and December 31, 2014 (aggregate liquidation preference of \$634,780 at March 31, 2015 and \$2,915,122 at December 31, 2014)	471	2,710
Series B convertible preferred stock: 2,750 shares designated, 1,102 shares issued and outstanding at March 31, 2015 and December 31, 2014 (aggregate liquidation preference of \$1,102,000 at March 31, 2015 and December 31, 2014)		
	1	1
Common stock, \$0.001 par value; 100,000,000 shares authorized, 31,130,681 and 27,997,128		
shares issued and outstanding at March 31, 2015 and December 31, 2014	31,131	27,997
Additional paid-in capital	52,064,323	51,713,228
Deficit accumulated	(49,699,046)	(43,073,213)
<b>Total stockholders' equity</b>	<b>2,396,880</b>	<b>8,670,723</b>
<b>Total liabilities and stockholders' equity</b>	<b>\$ 37,709,769</b>	<b>\$ 37,875,586</b>

See accompanying notes to the condensed consolidated financial statements.

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

	Three Months Ended March 31,	
	2015	2014
Revenues	\$ 166,912	\$ -
Operating Expenses		
Cost of revenues	69,667	-
Patent amortization expense	387,585	292,815
General and administrative	2,825,560	3,037,623
Total operating expenses	3,282,812	3,330,438
Loss from operations	(3,115,900)	(3,330,438)
Other income (expense)		
Loss on extinguishment of notes payable	(2,268,373)	(2,403,193)
Decrease (increase) in fair value of derivative liabilities	6,886	474,326
Other income	37	-
Interest expense, net	(1,248,483)	(166,268)
Total other (expense), net	(3,509,933)	(2,095,135)
Loss before provision for income taxes	(6,625,833)	(5,425,573)
Provision for income taxes	-	-
Net loss	(6,625,833)	(5,425,573)
Net income available to common shareholders	\$ (6,625,833)	\$ (5,425,573)
Basic and diluted loss per share	\$ (0.25)	\$ (0.43)
Weighted average shares outstanding, basic and diluted	26,879,574	12,529,995

See accompanying notes to the condensed consolidated financial statements.

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

	Three Months Ended March 31,	
	2015	2014
<b>Cash flows from operating activities</b>		
Net loss	\$ (6,625,833)	\$ (5,425,573)
Adjustments to reconcile net loss to net cash used in operating activities		
Depreciation expense	4,251	-
Loss on extinguishment of notes payable	2,268,373	2,403,193
Decrease in fair value of derivative liabilities	(6,886)	(474,326)
Amortization of discount on notes payable	882,440	151,373
Amortization of patents and acquired contracts	415,834	292,815
Stock-based compensation	472,274	995,731
Changes in operating assets and liabilities		
Accounts receivable	248,501	-
Inventories	130,155	-
Prepaid expenses and other current assets	(33,181)	24,683
Deferred expenses	(96,305)	-
Deposits and other assets	-	(20,674)
Accounts payable	663,097	(192,967)
Accrued expenses and other current liabilities	208,014	-
Accrued interest on notes payable	-	2,287
Deferred revenue	446,429	-
Net cash used in operating activities	<u>(1,022,837)</u>	<u>(2,243,458)</u>
<b>Cash flows from investing activities</b>		
Restricted cash	-	(3,500,000)
Purchases of property and equipment	-	(3,748)
Issuance of short-term note receivable, related party	-	(3,000,000)
Net cash used in investing activities	<u>-</u>	<u>(6,503,748)</u>
<b>Cash flows from financing activities</b>		
Proceeds from issuance of common stock, net of issuance costs	-	6,487,850
Proceeds from issuance of convertible notes payable, net of issuance costs	-	2,905,128
Proceeds from issuance of notes payable	1,126,900	-
Payments on short-term notes payable, related party	-	(100,000)
Net cash provided by financing activities	<u>1,126,900</u>	<u>9,292,978</u>
Net increase in cash and cash equivalents	104,063	545,772
Cash and cash equivalents, beginning of period	<u>1,443,349</u>	<u>1,518,684</u>
Cash and cash equivalents, end of period	<u>\$ 1,547,412</u>	<u>\$ 2,064,456</u>
<b>Supplemental disclosures of cash flow information</b>		
Cash paid for interest	\$ 146,042	\$ 73,805
Cash paid for income taxes	\$ -	\$ -
<b>Supplemental disclosures of non-cash investing and financing activities</b>		
Accrued guaranteed payments and deferred expenses associated with purchased patent assets	440,783	\$ 390,635
Offset of short-term related party notes payable and receivable	\$ -	\$ 3,000,000
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**  
**For the Three Months Ended March 31, 2015 and 2014**

1. Organization

Inventergy Global, Inc. (“we”, “us”, “our”, “Inventergy”, or 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. 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. with Inventergy, Inc. surviving (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 consolidated 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”). The consolidated financial statements include the accounts of the Company and its subsidiaries. All material intercompany accounts and transactions have been eliminated in consolidation. The accompanying interim financial statements are condensed and should be read in conjunction with the Company’s latest annual financial statements. It is management’s opinion that all adjustments necessary for a fair presentation of the results for the interim periods have been made, and all such adjustments were of a normal recurring nature.

**Liquidity and Capital Resources**

At March 31, 2015, the Company had an accumulated deficit since inception of \$49,699,046 and had a negative working capital of \$5,348,368. As of May 4, 2015, we had remaining cash of \$2,300,849 (which includes \$1,000,000 of minimum cash reserves (see discussion, Note 6), which is intended to serve as additional collateral pursuant to the terms of our revenue share and note purchase agreement, as amended and restated (the “Fortress Agreement”), with Fortress Investment Group, LLC and its affiliates (collectively, “Fortress”). These factors raise substantial doubt about our ability to continue as a going concern. While the Company entered into its first license agreement in February 2015 and received an additional drawdown from the Fortress Agreement of \$1,199,500 as a result of entering into the license agreement, our continuation as a going concern is dependent both on achieving additional licensing revenue from our patent portfolios and/or obtaining additional financing on terms acceptable to us. We will seek to continue our operations primarily with income received through licensing revenues, but we may need to seek additional financing capital through loans, subject to the restrictions of the Fortress Agreement, and/or the sale of securities. If we are required to raise additional financing capital, we cannot assure you that we will be able to obtain additional such capital on terms acceptable to us or at all. Additionally, if we raise capital through the issuance of equity, our current stockholders will experience dilution.

The business may require significant amounts of capital over the next twelve months to sustain operations and make the investments it needs to continue operations and execute its longer term business plan. We believe our working capital expenses will be approximately \$6.8 million for the next twelve months, which amount consists of approximately \$2.5 million in employee related costs (an approximate 30% decrease from our previous forecast disclosed in our Annual Report on Form 10-K), \$1.3 million in patent maintenance and prosecution fees, \$2.0 million in other operational costs and \$1 million of payments relating to the acquisition of our patent portfolios. Also during the next twelve months, approximately \$1.6 million in debt servicing fees will be payable to Fortress. Based on the foregoing and our existing cash balances and proactive measures to reduce expenses and defer obligations where possible, our management believes we have funds sufficient to meet our anticipated needs for less than five months.

To date, the Company has acquired an aggregate of approximately 755 currently active patents and patent applications for aggregate purchase payments of \$12,109,118. We will be required to pay unconditional guaranteed payments to the sellers of the patents of an aggregate of \$20 million (\$18 million of which to be paid out of net revenues from patent licensing receipts) for the next three years through December 31, 2017 (with a net present value of \$17.4 million.). See Note 10 herein for further information on these guaranteed payments.

As of March 31, 2015, the Company had cash and cash equivalents of \$1,547,412 (which includes \$1,000,000 of minimum cash reserves (see discussion, Note 6), which is intended to serve as additional collateral for the Fortress Agreement) and negative working capital of \$5,348,368 as of March 31, 2015. The Company's net loss for the three months ended March 31, 2015 was \$6,625,833 and our accumulated deficit amount was \$49,699,046 as of March 31, 2015. As of March 31, 2015, our cash and cash equivalents consisted primarily of the net proceeds of \$1,172,885 (less issuance costs of \$77,559) received from the Fortress Notes (as defined below) (after the payment of all purchaser-related fees and expenses relating to such issuances) and the initial payment of \$500,000 received as part of the Company's first license agreement, offset by various payments for general operating purposes. A detailed description of the amended Fortress Agreement is set forth in Note 6 herein.

The Company will also require additional financing for the purchase of additional patent portfolios and to fund their monetization efforts if new attractive opportunities are found. If the Company 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. Acquisitions or investments may be consummated through the use of cash, equity, seller financing, third party debt, earn-out obligations, revenue sharing, profit sharing, or some combination of two or more of these types of consideration. Due to the dynamic credit market, 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.

#### 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.

#### 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 March 31, 2015, the Company has not established any reserves for uncollectible 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 less accumulated depreciation and amortization. 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. On December 31, 2014, the Company recorded an impairment charge of \$686,350 as a result of terminating an acquired contract in the first quarter of 2015 that provided distribution services of facility security and access control products that the Company inherited as part of the Merger.

### 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 option 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 has a full valuation allowance on all deferred tax assets.

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.

#### 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 minimize 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 Issued Accounting Standards

In May 2014, the FASB issued a new financial accounting standard which outlines a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers and supersedes current revenue recognition guidance. ASU 2014-09 Revenue from Contracts with Customers is effective for annual reporting periods (including interim reporting periods within those periods) beginning after December 15, 2016. Early adoption is not permitted. We are currently evaluating the impact of this accounting standard.

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.

In August 2014, the FASB issued a new accounting standard which requires management to evaluate whether there is substantial doubt about an entity’s ability to continue as a going concern for each annual and interim reporting period and to provide related footnote disclosures in certain circumstances. ASU 2014-15 Presentation of Financial Statements - Going Concern is effective for annual reporting periods (including interim reporting periods within those periods) beginning after December 15, 2016. Early adoption is permitted. We are currently evaluating the impact of this accounting standard.

In April 2015, the FASB issued a new accounting standard which changes the presentation of debt issuance costs in financial statements. Under the new standard, an entity presents such costs in the balance sheet as a direct deduction from the related debt liability rather than as an asset. Amortization of the cost is reported as interested expense. The accounting standard is effective for annual reporting periods beginning after December 15, 2015 and interim periods beginning after December 15, 2016. Early adoption is allowed for all entities for financial statements that have not been previously issued. The adoption of this standard is not expected to have a material impact on the Company’s consolidated financial statements.

### 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”). The primary reason for the Merger was to allow the Company access to the public equity market for financing.

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 (as defined below);
- (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 owned all of the outstanding stock of Inventergy, Inc. and eOn Subsidiary and has transferred certain assets held prior to the Merger and no longer owned an interest in Cortelco Holding, Cortelco, Cortelco Systems Puerto Rico, Inc., or Symbio Investment Corp.

The total purchase consideration and the purchase price allocation were as follows:

Fair value of assumed equity allocated to purchase consideration	\$	10,985,867
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. Goodwill was based on fair value of eOn stock on the date of purchase less the net assets that were acquired. 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. There was an impairment of \$686,350 on one of the acquired contracts recognized December 31, 2014.

Acquisition-related costs directly attributable to the Merger totaling \$1,237,641 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.

#### 4. Patents

Patent intangible assets consist of the following at March 31, 2015:

	<u>Weighted Average Useful Life</u>	<u>Gross Carrying Amount</u>	<u>Accumulated Amortization</u>	<u>Net Carrying Amount</u>
Amortizable intangible assets:				
Patents	8.0	\$ 12,109,118	\$ (2,081,299)	\$ 10,027,819
Total patent intangible assets		<u>\$ 12,109,118</u>	<u>\$ (2,081,299)</u>	<u>\$ 10,027,819</u>

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

#### 5. Fair Value Measurements

The following tables summarize the Company's assets and liabilities measured at fair value on a recurring basis at March 31, 2015 and December 31, 2014:

March 31, 2015	<u>Fair Value</u>	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>
Common stock warrants	\$ 23,392	\$ -	\$ -	\$ 23,392
Total	<u>\$ 23,392</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 23,392</u>

December 31, 2014	Fair Value	(Level 1)	(Level 2)	(Level 3)
Common stock warrants	\$ 30,278	\$ -	\$ -	\$ 30,278
Total	\$ 30,278	\$ -	\$ -	\$ 30,278

Prior to the Merger, the Company issued senior secured promissory notes (the “Senior Secured Notes”), with an aggregate principal amount of \$5,000,000 which were redeemable upon an event of default. The Senior Secured Notes were later exchanged in favor of amended senior secured promissory notes (the “Amended Secured Convertible Notes”), resulting in an extinguishment of the related derivative liability for the prior Senior Secured Notes. The Company then issued new secured convertible notes (the “New Secured Convertible Notes”, and together with the Amended Secured Convertible Notes, the “Secured Convertible Notes”) with an aggregate principal amount of \$3,000,000 which may be redeemed upon an event of default. 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. The Secured Convertible Notes were paid in full on October 2, 2014, resulting in an extinguishment of the related derivative liability, see Note 6 below.

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 March 31, 2015, the threshold price was \$0.289 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 that not enough shares of common stock are authorized and unissued, 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 exercise price was reduced to its floor of \$2.27 as a result of the sale of the Fortress Shares in October 2014. 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 March 31, 2015 was estimated using the following assumptions:

Expected volatility	60%
Risk free rate	1.05%
Dividend yield	0%
Expected term (in years)	3.8226

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 three months ended March 31, 2014 and March 31, 2015:

	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	(416,675)	(51,526)	(6,125)
Balance at March 31, 2014	<u>\$ 189,300</u>	<u>\$ 5,400</u>	<u>\$ 460,581</u>

	Convertible Notes Payable Derivative Liability	Series A-1 Preferred Stock Derivative Liability	Common Stock Warrants
Balance at December 31, 2014	\$ -	\$ -	\$ 30,278
Change in fair value	-	-	(6,886)
Balance at March 31, 2015	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 23,392</u>

#### 6. Borrowing Arrangements

On March 26, 2014, notes payable which have since been retired were amended and restated 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 notes payable of \$2,403,193 in the accompanying statements of operations.

On September 23, 2014, the Company entered into a Share Purchase Agreement with the Company's Chief Executive Officer pursuant to which the Company agreed to issue to the Chief Executive Officer 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 Share Purchase Agreement and concurrently with the execution of the agreement, the Chief Executive Officer made an initial payment of \$300,000 to the Company 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, the Company is required to return the \$300,000 in cash previously prepaid by the Chief Executive Officer and the Company will not issue any securities as a result of the Share Purchase Agreement. As of March 31, 2015, the Chief Executive Officer has deferred repayment and accordingly the \$300,000 has been recorded as a related party loan payable.

On October 1, 2014 the Company entered into the original Fortress Agreement with 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 original Fortress Agreement, the Company issued an aggregate of \$11,000,000 in notes (the "Original Notes") to the purchasers identified in the Fortress Agreement (the "Note Purchasers"). As a result of the issuance of the Original 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 Original Notes and Fortress Shares, the Company received net proceeds of \$9,964,868 (less issuance costs of \$450,253). The Company used the net proceeds to pay off the Secured Convertible Notes and the unsecured promissory note payable from First Republic Bank with an aggregate principal amount of \$500,000 and for general working capital purposes. The unpaid principal amount of the Original 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 Original Notes by the amount of such interest. The PIK interest shall be treated as principal of the Original Notes for all purposes of interest accrual or calculation of any premium payment.

The principal of the Original 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 Original Notes in whole or in part, generally without penalty or premium, except that any optional prepayments of the Original Notes prior to October 1, 2015 will be accompanied by a prepayment premium equal to 5% of the principal amount prepaid. In addition, upon the earlier of the date on which the all obligations of the Original Notes are paid in full, or become due, the Company will pay to the Note Purchasers a termination fee equal to \$770,000. This was accounted for as a discount on notes payable.



Upon receipt of any revenues generated from the monetization of the Patents (the “Monetization Revenue”) of the patents identified in the Fortress Agreement (the “Patents”), the Company is required to apply, towards its obligations pursuant to the Original 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 Original 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 Original Notes are past due, including if such payments are past due as a result of the acceleration of the Original 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 of the Original Notes 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. This was accounted for as a discount on notes payable.

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 Original Notes are paid in full. Following payment in full of the Original Notes, the Company will pay to the Revenue Participants their proportionate share of the Monetization Net Revenues. The Revenue Participants’ 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 patent assets as of October 1, 2014 and the Cash Collateral Account, in each case junior in priority to the rights of the Note Purchasers. In connection with the Revenue Participants’ right to receive a portion of the Company’s Monetization Revenues, the Company has recorded a net liability of \$2,478,057, which represents the fair value of the expected Monetization Revenues, discounted 20% over the expected life of the revenue share agreement.

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 (as defined below) 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 patent assets owned as of October 1, 2014 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.

As part of the transaction, the Company is required to maintain a minimum \$1,000,000 in cash reserves. Failure to maintain that minimum cash balance can constitute an event of default under the Fortress Agreement. If we were to default under the Fortress Agreement and were unable to obtain a waiver for such a default, interest on the obligations would accrue at an increased rate. In the case of a default, Fortress could accelerate our obligations under the Fortress Agreement.

Effective February 25, 2015, the Company entered into an Amended and Restated Revenue Sharing and Note Purchase Agreement (the “Fortress Amended Agreement” and together with the original Fortress Agreement, sometimes referred to as the “Fortress Agreement”) with Fortress, under which Fortress agreed to make available to the Company up to an additional \$3,000,000 between February 25, 2015 and December 31, 2015 (the “Additional Available Credit”). The Additional Available Credit would be drawn down in the form of senior secured notes (the “Additional Notes” and, together with the Original Notes, the “Fortress Notes”) and the additional amount loaned would be based on revenue the Company generates from certain near-term existing and future license agreements (“Draw Down Licenses”). On February 25, 2015, the Company drew down \$1,199,500 from the Additional Available Credit and issued Additional Notes in that principal amount to Fortress. In connection with the issuance of the Additional Available Credit, the Company issued 500,000 warrants to purchase shares of the Company’s common stock. After the payment of all purchaser-related fees and expenses relating to such issuances, the Company received net proceeds of \$1,172,885 (less issuance costs of \$77,559). The Company will use these net proceeds for general working capital purposes.

In connection with the issuance of the Additional Notes and the Revenue Participants' right to receive a portion of the Company's Monetization Revenues, the Company has recorded a net liability of \$335,762, which represents the fair value of the expected Monetization Revenues, discounted 18% over the expected life of the revenue share agreement.

In addition to the issuance of the Additional Notes, the Fortress Amended Agreement amended the original Fortress Agreement as follows:

- The structuring fee equal to 3.5% of the original principal amount of any such Additional Notes is waived.
- The Additional Notes will be repaid from the future licensing payments on the Draw Down Licenses received from those specific Draw Down licensee(s), while the requirements otherwise to pay 86% of the Monetization Net Revenues towards the Original Notes for (i) the upfront payment of the initial Draw Down License and (ii) the remaining future payments of Draw Down Licenses are waived in general.
- The Revenue Participants are entitled to receive \$7,700,000 (adjusted from the terms of the Original Notes) plus 70% of the Additional Notes as a portion of the Revenue Stream Basis (as defined below) if the Notes and Revenue Stream payments are paid in full by the Maturity Date or \$9,350,000 (adjusted from the terms of the Original Notes) plus 85% of the Additional Notes as a portion of the Revenue Stream Basis if the Fortress Notes and Revenue Stream payments are not paid in full by the Maturity Date. The Revenue Stream payments will begin after all obligations on the Fortress Notes are paid in full. The Company is required to apply specified decreasing percentages (46% to 31% to 6%) of its net revenues (net of monetization costs) from monetizing its intellectual property assets on an ongoing basis to meet the Revenue Stream payment obligations. Payment of the full Revenue Stream payments in addition to the Fortress Note obligations by the Maturity Date would ordinarily occur after the Company receives approximately \$60,000,000 in gross licensing revenues, assuming an average monetization cost of 33%.
- The Company shall not be required to apply the initial installment payment under the first Draw Down License to the Company's obligations under the Fortress Notes or the Revenue Stream under the Fortress Amended Agreement.

In connection with the February 25, 2015 modification to the original Fortress Agreement and Revenue Participants' right to receive a portion of the Company's Monetization Revenues, the Company has recorded a loss of \$2,268,373, for the resultant change in the fair value of the expected Monetization Revenues.

The Fortress Agreement also contemplates the issuance of up to an additional \$2,000,000 in notes beyond the Additional Available Credit.

Except as described above, the terms of the Additional Notes are identical to the terms of the original Notes issued pursuant to the original Fortress Agreement. Except as described above, the terms of the Original Fortress Agreement, and the Original Notes and warrants issued thereunder, remain in full force in effect, including the existing Monetization Revenue payments for the original Notes and the calculation of the termination fee based on the principal of the Original Notes.

### *Unregistered Sales of Equity Securities.*

In connection with the execution of the original 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. The shares were issued by the Company under the exemption from registration afforded by Section 4(a)(2) of the Securities Act and Regulation D promulgated thereunder, as they were issued to accredited investors, without a view to distribution, and were not issued through any general solicitation or advertisement.

On October 1, 2014, the Company paid the holders of the Amended Secured Convertible Notes and the New Secured Convertible Notes \$8,000,000, plus interest of \$187,351 and issued to such holders an aggregate of 1,804,030 shares of common stock to the note holders (who otherwise had the right to convert the existing notes into 1,508,162 shares of 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 prepayment of the Secured Convertible Notes and the issuance of the shares, the Secured Convertible Notes were deemed paid in full. Further, as a result of the termination of the Secured Convertible Notes, \$3,500,000 previously held in a cash collateral account in connection with the Secured Convertible Notes were released to the Company.

In connection with the closing of the transactions contemplated by the original Fortress Agreement, the Company paid a closing fee of \$330,000. As discussed in Note 7, the Company also issued a 5 year warrant to purchase 247,500 shares common stock at an exercise price of \$2.00 to National Securities Corporation, a wholly-owned subsidiary of National Holdings, Inc. ("National"), who acted as advisor to the Company with respect to the transaction. The warrant meets the requirements to be accounted for as an equity warrant. The Company estimated the fair value of the warrant to be \$153,759, using the Black-Scholes option pricing model. The fair value of the warrant as of November 1, 2014 was estimated using the following assumptions:

Expected volatility	60%
Risk free rate	1.62%
Dividend yield	0%
Expected term (in years)	5.00

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

On February 27, 2015, in connection with the execution of the original Fortress Amended Agreement, at closing of the transactions with Fortress, the Company issued 500,000 7-year warrants to purchase shares of the Company's common stock at an exercise price of \$1.14 per share to Fortress for an aggregate purchase price of \$40,000. The warrant was issued by the Company under the exemption from registration afforded by Section 4(a)(2) of the Securities Act and Regulation D promulgated thereunder, as they were issued to accredited investors, without a view to distribution, and were not issued through any general solicitation or advertisement.

On February 27, 2015, in connection with the closing of the transactions contemplated by the Fortress Amended Agreement, the Company paid a closing fee of \$35,985 and issued a 5-year warrant for the purchase of 26,989 shares of the Company's common stock at \$2.00 per share to National Securities Corporation, a wholly-owned subsidiary of National Holdings, Inc. ("National"). National acted as advisor to the Company with respect to the transaction.

The warrant issuances on February 27, 2015 meet the requirements to be accounted for as equity with a fair value of \$172,319 and \$4,960, respectively, using the Black-Scholes option pricing model. The fair value of the issued warrants as of February 27, 2015, were estimated using the following assumptions:

	Fortress	National Securities Corporation
Expected volatility	60%	60%
Risk free rate	1.7%	1.5%
Dividend yield	0%	0%
Expected term (in years)	5.00	7.00

## 7. Stockholders' Equity

### 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.

Shares of common stock reserved for future issuance were as follows as of March 31, 2015:

Series A convertible preferred stock	666,041
Series B convertible preferred stock	966,667
Options to purchase common stock	2,798,480
Shares reserved for issuance pursuant to 2014 Stock Plan	274,009
Warrants	1,691,639
Total	<u>6,396,836</u>

### Convertible preferred stock

Convertible preferred stock as of March 31, 2015 consisted of the following:

Convertible Preferred Stock	Original Issue Price	Shares Designated	Shares Issued	Shares Outstanding	Liquidation Preference
Series A-1	\$ 0.0100	5,000,000	5,000,000	212,466	\$ 195,264
Series A-2	\$ 1.6996	1,176,748	1,176,748	258,600	\$ 439,516
Series B	\$ 1,000.00	2,750	2,750	1,102	\$ 1,102,000

During the three months ended March 31, 2015, 2,168,624 shares of Series A-1 Preferred Stock and 70,000 shares of Series A-2 redeemable convertible preferred stock (the "Series A-2 Preferred Stock", and together with the Series A-1 Preferred Stock, the "Series A Preferred Stock") were converted into common stock.

As discussed in Note 5, in conjunction with the issuance of Series A-1 Preferred Stock 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 Preferred Stock 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 Preferred Stock 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" and collectively with the Series A Preferred Stock, the "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 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 A Preferred Stock and Series B Preferred Stock are included in the Company's Fifth Amended and Restated Articles of Incorporation (the "Charter"). 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 Series A 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 Series A 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, 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 Reverse Split) in the event of Series A-1 or \$1.202065 (reflecting the Reverse Split) in the event of Series A-2 by the conversion amount, each subject to adjustment (including the 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) 2.00, 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 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 Charter (currently \$0.289).

#### *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 \$0.289).

As a result of the issuance of the Fortress Shares and warrants as discussed in Note 6 and the Registered Direct Offering (as defined below), the conversion price for the Series B Preferred Stock was reduced to \$0.46 (for more details relating to the Registered Direct Offering, see Note 11). 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 securities for a consideration per share less than the current conversion price.

#### *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.

#### *Substantial Holder Rights*

The Certificate of Designations, Preferences and Rights for the Series A Preferred Stock contemplates certain rights for any holder of Series A Preferred Stock that purchased a certain threshold number of shares of Series A Preferred Stock for as long as that holder continued to hold at least twenty percent of shares of Series A Preferred Stock originally purchased (such holders referred to as “Substantial Holders”). During the quarter ended March 31, 2015, there were no longer any Substantial Holders and the rights afforded to such Substantial Holders are no longer in effect.

#### Warrants

In January 2014, the Company issued warrants to purchase 238,412 shares of common stock at an exercise price of \$3.04 to a placement agent. The warrants expire in January 2019. The exercise price was reduced to its floor of \$2.27 as a result of the sale of the Fortress Shares. 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 March 31, 2015 as discussed in Note 5.

In connection with the Merger, the Company issued warrants to purchase 648,738 shares of common stock at an exercise price of \$2.66. The warrants expire in June 2016.

On November 1, 2014 the Company issued 277,500 warrants to purchase common stock to an advisor in connection with the Fortress Agreement. The warrants have a weighted average exercise price of \$2.07, and the fair value of the warrants at issuance was \$164,196.

On February 27, 2015, in connection with the Fortress Amended Agreement, the Company issued 500,000 warrants to purchase common stock with an exercise price of \$1.14 and 26,989 warrants to purchase common stock with an exercise price of \$2.00. The fair value of the warrants at issuance was \$172,319 and \$4,960, respectively.

Common stock warrants outstanding as of March 31, 2015 are listed as follows:

Warrants Outstanding	Remaining Contractual Life (years)	Weighted Average Exercise
500,000	6.92	\$ 1.14
26,989	4.91	\$ 2.00
247,500	4.59	\$ 2.00
238,412	3.83	\$ 2.27
30,000	2.59	\$ 2.66
648,738	0.75	\$ 2.66
1,691,639	3.67	\$ 2.05

#### 8. Stock-Based Compensation

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 “Inventergy 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, 2014	689,529	2,417,918	\$ 2.59
Options Granted	(1,908,661)	1,908,661	\$ 1.02
Options Forfeited	53,021	(53,021)	\$ 2.27
Options Expired	42,417	(42,417)	\$ 2.27
Options Canceled	1,432,661	(1,432,661)	\$ 2.73
Restricted Stock Granted	(34,958)	34,958	\$ 0.76
Restricted Stock Vested	-	(34,958)	\$ 0.76
Balance at March 31, 2015	274,009	2,798,480	\$ 1.46
Total vested and expected to vest shares (options)		2,798,480	\$ 1.46
Total vested shares (options)		739,819	\$ 2.72

As of March 31, 2015, all of the restricted stock granted under the plan had vested. The aggregate intrinsic value of stock options outstanding, stock options vested and expected to vest, and exercisable at March 31, 2015 was \$4,500.

Prior to the plan being established, the Company granted the equivalent of 7,167,585 restricted stock awards (“RSAs”) to employees and non-employees in exchange for services with vesting specific to each individual award. As of March 31, 2015, 4,509,238 shares were vested, and 424,170 shares were cancelled or forfeited (unvested).

As part of the Merger, 15,000 fully vested options with an exercise price of \$14.30, were assumed by Inventergy Global, Inc., and remained outstanding as of March 31, 2015.

#### *Cancellation and Issuance of Options*

On March 25, 2015, the Company cancelled certain unvested options (totaling 1,432,661) granted to employees and directors under the Company’s 2014 Stock Plan, which had exercise prices ranging from \$2.05 to \$3.85, 10 year terms and 1 to 4 year vesting terms. In addition, on March 25, 2015, the Company issued new options to the same employees and directors under the 2014 Stock Plan. The Company granted an aggregate of 1,269,845 options to its employees, the vesting schedules of which were increased by 12 months as compared to the cancelled options – an increase from an average vesting schedule spanning 2.1 years to 3.1 years. The Company also granted an aggregate of 162,816 options to its directors, the vesting schedules of which were left substantially unchanged as compared to the cancelled options which had been set to align with the service time of each board member. The new options have an exercise price of \$1.14 per share, which is a 48% premium to the closing price of the Company’s common stock as of March 25, 2015.

The following table summarizes information with respect to stock options outstanding at March 31, 2015:

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	
\$ 0.56	50,000	9.94	\$ 0.56	-	\$ -	-
\$ 0.69	426,000	9.82	\$ 0.69	-	\$ -	-
\$ 0.77	150,000	9.68	\$ 0.77	-	\$ -	-
\$ 1.14	1,432,661	9.99	\$ 1.14	-	\$ -	-
\$ 2.05	17,800	9.34	\$ 2.05	17,800	\$ 2.05	-
\$ 2.27	543,302	8.42	\$ 2.27	543,302	\$ 2.27	-
\$ 3.04	123,717	9.08	\$ 3.04	123,717	\$ 3.04	-
\$ 3.85	40,000	9.20	\$ 3.85	40,000	\$ 3.85	-
\$ 14.30	15,000	1.21	\$ 14.30	15,000	\$ 14.30	-
	<u>2,798,480</u>	9.54	\$ 1.46	<u>739,819</u>	\$ 2.72	

#### Stock-based compensation expense

The fair value of employee stock options granted was estimated using the following weighted-average assumptions for the three months ended March 31:

	2015
Expected volatility	64%
Risk free rate	1.48%
Dividend yield	0%
Expected term (in years)	6.06

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 months ended March 31, 2015	For the three months ended March 31, 2014
General and administrative	\$ 472,274	\$ 995,731

In November 2014, the Company modified the terms to an option granted to a former director. The Company determined that there was no incremental compensation expense associated with the modification.

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 March 31, 2015, there were total unrecognized compensation costs of \$3,057,731 related to these stock awards. These costs are expected to be recognized over a period of approximately 1.56 years.



### Non-employee stock-based compensation expense

For the three months ended March 31, 2015, 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 \$94,013 and \$786,800 for the three months ended March 31, 2015 and March 31, 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 three months ended March 31, 2015 and 2014.

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 March 31, 2015 and 2014.

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 March 31, 2015 and 2014, 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

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. The future minimum payments related to this lease are as follows:

Years ending December 31:	
2015	85,153
2016	116,201
2017	68,587
Total	<u>\$ 269,941</u>

Rent expense was approximately \$27,152 and \$24,732 for the three months ended March 31, 2015 and 2014, respectively.

#### Guaranteed payments

The Company has entered into agreements to purchase certain patent assets. The Company will be required to pay the remaining future unconditional guaranteed payments of \$20,000,000 (\$18 million of which is to be paid out of net revenues from patent licensing receipts) through December 31, 2017, such payments representing the purchase of patents and minimum revenue sharing from the Company's licensing arrangements and/or similar transactions regarding the purchased patents to other parties. The guaranteed payments are accrued on the Company's accompanying balance sheet as of March 31, 2015 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 March 31, 2015 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:	
2015	4,000,000
2016	6,000,000
2017	10,000,000
Less: discount to present value	<u>(2,646,275)</u>
Guaranteed payments, net of discount	<u>\$17,353,725</u>

Pursuant to the patent purchase agreement with Panasonic Corporation (“Panasonic”), a significant portion of the above guaranteed payments are owed to Panasonic. If the Company’s market capitalization falls below the aggregate dollar amount that the Company owes at that relevant point in time to Panasonic (but only prior to full payment), Panasonic may exercise a limited right to repurchase the Panasonic patent portfolio assets at a purchase price at least equal to the amount the Company paid to purchase the Panasonic patent portfolio. During the three months ended March 31, 2015, the Company was in compliance with the terms of the agreement.

#### Fortress Notes payable

Pursuant to the Fortress Agreement (as described in Note 6), future debt payments owed to Fortress are as follows:

Years ending December 31:	
2015	1,578,107
2016	6,433,856
2017	4,955,250
Total	<u>\$12,967,213</u>

#### 11. Subsequent Event

On March 31, 2015, the Company entered into a securities purchase agreement (“Purchase Agreement”) with certain investors (the “Purchasers”) pursuant to which the Company sold 4,673,914 shares of its common stock (the “Shares”) at a purchase price of \$0.46 per share resulting in gross proceeds to the Company of \$2.15 million (the “Registered Direct Offering”). The Registered Direct Offering was effected as a takedown off the Company’s shelf registration statement on Form S-3 (File No. 333-199647), which was declared effective on November 10, 2014, and a related prospectus supplement to be filed on April 2, 2015 in connection with the Registered Direct Offering. The Registered Direct Offering closed on April 6, 2015.

In connection with the Registered Direct Offering, the Company entered into a placement agent agreement (the “Placement Agent Agreement”) with Ladenburg Thalmann & Co. Inc. (the “Placement Agent”) to act as its exclusive placement agent. Pursuant to the Placement Agent Agreement, the Company paid to the Placement Agent \$106,000 in cash, issued to the Placement Agent 57,611 five-year warrants with an exercise price of \$0.575 per share (the “RD Warrants”) and reimbursed the Placement Agent for certain expenses. In addition, the Company paid to Laidlaw & Company (UK) Ltd. \$50,000 in cash and issued 108,696 RD Warrants in connection with certain tail fees owed to them as a result of the Registered Direct Offering. The RD Warrants allow for cashless exercise in certain situations and contain piggyback registration rights for the seven year period commencing on March 31, 2015.

In addition, the Placement Agent will also be entitled to a tail fee if, within twelve months after the termination or expiration of the Placement Agent Agreement, the Company sells securities to any investor that was introduced to the Company by the Placement Agent and purchased shares in the Registered Direct Offering. The tail fee will be the same as the placement agent’s fee received by the Placement Agent in the Registered Direct Offering, subject to certain reductions described in the Placement Agent Agreement.

In connection with the Registered Direct Offering, the Company entered into a separate waiver agreement with one of its current stockholders pursuant to which the holder waived its right of participation to participate in the Registered Direct Offering (the “Right of Participation”). In consideration for such waiver, the Company paid to the holder \$35,000 in cash and waived any trading volume limitations or other lock-up provisions or restrictions imposed on the holder pursuant to an existing securities purchase agreement and an existing lock-up agreement the holder entered into with the Company. The Company also agreed that in the event that the Company obtains a consent, release amendment, settlement or waiver of the Right of Participation from any other stockholder holding such right in connection with the Registered Direct Offering on more favorable terms than in the waiver agreement prior to expiration of the Right of Participation of the holder, the holder will be entitled to the benefit of the more favorable terms. The holder’s Right of Participation terminates on September 8, 2015.

## **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.

### **Overview**

The Company is an 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 the Company merged with and into Inventergy, Inc. with Inventergy, Inc. becoming a wholly-owned subsidiary of the Company. As a result of the Merger, the Company changed its name to "Inventergy Global, Inc."

The Company works to develop long-term relationships with global companies 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). The Company offers clients a professional corporate licensing model for IP value creation that provides both short term returns and attractive, long-term licensing revenue. The Company 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 Condensed Consolidated Financial Statements included in Item 1 of this Quarterly Report for a summary of significant accounting policies and information on recently adopted accounting standards.

### **Results of Operations**

**For the Three Months Ended March 31, 2015 compared to the Three Months Ended March 31, 2014**

### *Revenue*

Revenue for the three months ended March 31, 2015 was \$166,912 and consisted of \$53,571 from our first patent licensing contract (having a total value of approximately \$2 million over 5 years) and \$113,341 from our access control security product/service lines acquired in the Merger (\$42,219 was revenue from a contract that provided distribution services of facility security and access control products, \$66,730 was revenue from a royalty bearing contract with a third party for use of a private branch exchange (PBX) business, and \$4,392 was revenue from a valued added reseller business of biometric security and access control products and other). We did not have revenue for the three months ended March 31, 2014.

### *Cost of Revenue and Gross Profit*

Cost of revenue for the three months ended March 31, 2015 was \$69,667, and consisted of \$2,695 related to patent licensing revenue, \$38,722 of product costs related to access control security product/service lines and amortization of \$28,250 for contracts acquired in the Merger. Gross profit from our access control security product/service lines for the three months ended March 31, 2015 was \$74,619. For the three months ended March 31, 2014, we did not have Cost of Revenue or Revenue, as a result Gross Profit was \$0.

### *General and Administrative Expense*

General and administrative ("G&A") expenses for the three months ended March 31, 2015 were \$2,825,561 compared to \$3,037,623 for the three months ended March 31, 2014. G&A expenses for the three months ended March 31, 2015 included \$378,261 and \$94,013 of equity compensation expense for restricted stock awards and stock options for employees and non-employees, respectively, compared to \$208,931 and \$786,800 for the three months ended March 31, 2014. Salaries, wages and other personnel expense was \$790,751 and \$675,666 for the three months ended March 31, 2015, and March 31, 2014, respectively, an increase of \$115,085 as a result of hiring additional personnel following the Merger. Investor relations expense was \$308,881 and \$124,365 for the three months ended March 31, 2015, and March 31, 2014, respectively, an increase of \$184,516 as a result of increased costs for investor relations, communications, media and related services following the Merger. Patent fees were \$128,270 and \$327,864 for the three months ended March 31, 2015, and March 31, 2014, respectively, as a result of registration, maintenance and other related patent portfolio costs for acquired patents. Other G&A expense was \$1,125,385 and \$913,996 for the three months ended March 31, 2015, and March 31, 2014, respectively, an increase of \$211,389 as a result of added costs due to the Merger and costs associated with becoming a public company.

### *Amortization Expense*

Amortization expense of \$387,585, and \$292,815 for the three months ended March 31, 2015 and March 31, 2014, respectively, was for the amortization of patents acquired.

### *Loss on Extinguishment of Notes Payable*

In connection with the Fortress Amended Agreement with Fortress, the Company has recorded a loss of \$2,268,373. See Note 6 to our financial statements contained in Item 1 herein.

On March 26, 2014, the Company amended and restated certain 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. The Senior Secured Notes were amended to allow for their conversion into common stock and to amend the interest rate. In conjunction with the amendment to the Senior Secured Notes, the Company recorded a loss on extinguishment of \$2,403,193. See Note 6 to our financial statements contained in Item 1 herein.

### *Decrease in Fair Value of Derivative Liabilities*

Decrease in fair value of derivatives liabilities was \$6,886 and \$474,326, for the three months ended March 31, 2015 and March 31, 2014, respectively. The change for the three months ended March 31, 2015 was the result of a decrease in the common stock warrant value of \$6,886. The change for the three months ended March 31, 2014 was the result of the decrease in the fair value of the Secured Convertible Note derivative liability of \$416,675, the Series A-1 Preferred Stock derivative liability of \$51,526, and the common stock warrant value of \$6,125. See Note 5 to our financial statements contained in Item 1 herein.

### *Interest Expense, Net*

Interest expense, net, for the three months ended March 31, 2015 and March 31, 2014 was \$1,248,483 and \$166,268, respectively. The three months ended March 31, 2015 includes interest expense on patents purchased of \$185,148, interest expense and amortization of discount on Fortress Notes of \$832,292, and interest expense of \$231,043. The three months ended March 31, 2014 includes the amortization of the Secured Convertible Notes discount of \$151,290, amortization of discount on notes payable of \$83 and interest expense of \$16,841, less interest income of \$1,946.

### **Liquidity and Capital Resources**

At March 31, 2015, the Company had an accumulated deficit since inception of \$49,699,046 and had a negative working capital of \$5,348,368. As of May 4, 2015, we had remaining cash of \$2,300,849 (which includes \$1,000,000 of minimum cash reserves (see discussion, Note 6), which is intended to serve as additional collateral for the Fortress agreement). These factors raise substantial doubt about our ability to continue as a going concern. While the Company entered into its first license agreement in February 2015 and received an additional drawdown from the Fortress Agreement of \$1,199,500 as a result of entering into the license agreement, our continuation as a going concern is dependent both on achieving additional licensing revenue from our patent portfolios and/or obtaining additional financing on terms acceptable to us. We will seek to continue our operations primarily with income received through licensing revenues, but we may need to seek additional financing capital through loans, subject to the restrictions of the Fortress Agreement, and/or the sale of securities. If we are required to raise additional capital, we cannot assure you that we will be able to obtain such capital on terms acceptable to us or at all.

The business may require significant amounts of capital over the next twelve months to sustain operations and make the investments it needs to continue operations and execute its longer term business plan. We believe our working capital expenses will be approximately \$6.8 million for the next twelve months, which amount consists of approximately \$2.5 million in employee related costs (an approximate 30% decrease from our previous forecast disclosed in our Annual Report on Form 10-K), \$1.3 million in patent maintenance and prosecution fees, \$2.0 million in other operational costs and \$1 million of payments relating to the acquisition of our patent portfolios. Also during the next twelve months, approximately \$1.6 million in debt servicing fees will be payable to Fortress. Based on the foregoing and our existing cash balances and proactive measures to reduce expenses and defer obligations where possible, our management believes we have funds sufficient to meet our anticipated needs for less than five months.

On February 11, 2015, the Company entered into its first license agreement, in which we expect to receive an aggregate of \$2,000,000 of proceeds over the course of the license. In connection therewith, on February 25, 2015, the Company amended and restated the Fortress Agreement pursuant to which Fortress agreed to make available to the Company an additional \$3,000,000 of credit between February 25, 2015 and December 31, 2015, which can be drawn down in the form of additional senior secured notes with the same terms and conditions as the Original Notes. On February 25, 2015, we drew down \$1,199,500 from the Additional Available Credit, which after the payment of purchaser-related fees and expenses, netted \$1,172,885 in proceeds to the Company. The Company may seek to raise additional capital in the form of further draw downs on the remaining Additional Available Credit, which would require the Company to obtain Fortress' consent.

In addition to our capital needs over the next twelve months, which are detailed above, 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. If we issue equity or equity equivalents to raise additional funds, our existing stockholders could experience substantial dilution and the new holders of securities may have rights, preferences and privileges senior to those of our existing stockholders. If adequate capital is not available when needed, we will 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, to reduce or cease operations or to default under the Fortress Agreement, which could lead to the repossession of our patent portfolios by Fortress.

The Company had cash and cash equivalents of \$1,547,412 (which includes \$1,000,000 of minimum cash reserves (see discussion, Note 6), which is intended to serve as additional collateral for the Fortress Agreement) and negative working capital of \$5,348,368 as of March 31, 2015. The Company's net loss for the three months ended March 31, 2014 was \$6,625,833 and our accumulated deficit amount was \$49,699,046 as of March 31, 2015. As of March 31, 2015, our cash and cash equivalents consisted of the net proceeds of \$1,172,885 (less issuance costs of \$77,559) received from the Fortress Notes (after the payment of all purchaser-related fees and expenses relating to such issuances) and the initial payment of \$500,000 received as part of the Company's first license agreement, offset by various other payments for general operating purposes. A detailed description of the amended Fortress Agreement is set forth in Note 6 of Item 1 herein.

As of March 31, 2015, the Company had cash and cash equivalents of \$1,547,412 compared to \$1,443,349 as of March 31, 2014. The increase in cash and cash equivalents of \$104,063 for the three months ended March 31, 2015 was primarily attributable to net cash used in operation of \$1,022,837 offset by net proceeds of \$1,106,900 from financing activities.

The Company's operating activities for the three months ended March 31, 2015 resulted in net cash used of \$1,022,837. Net cash used from operations consisted of a net loss of \$6,625,833, offset by non-cash expenses of depreciation expense of \$4,251, loss on extinguishment of notes payable of \$2,268,373, amortization of discount on notes payable of \$882,440, amortization of patents and acquired contracts of \$415,834, and stock-based compensation of \$472,274. These non-cash expenses were partially offset by non-cash income from a decrease in fair value of derivative liabilities of \$6,886. Changes in operating assets and liabilities provided cash of \$1,566,710, from a decrease in accounts receivable of \$248,501, a decrease in inventories of \$130,155, an increase in accounts payable of \$633,097, an increase in accrued expenses and other current liabilities of \$208,014 and an increase in deferred revenue of \$446,429, partially offset by an increase in prepaid expenses and other current assets of \$33,181 and deferred expenses of \$96,305.

The Company's operating activities for the three months ended March 31, 2014 resulted in net cash used of \$2,243,458. Net cash used from operations consisted of a net loss of \$5,425,573, partially offset by loss on extinguishment of notes payable, amortization of discount on notes payable of \$151,373, amortization of patents and acquired contracts of \$292,815, and stock-based compensation of \$995,731. These non-cash expenses were partially offset by non-cash income from a decrease in fair value of derivative liabilities of \$474,326. Changes in operating assets and liabilities used cash of \$186,671, consisting of a decrease in prepaid expenses and other current assets of \$24,683 and an increase in accrued interest on notes payable of \$2,287, offset by a decrease deposits and other assets of \$20,674 and an increase in accounts payable of \$192,967.

The Company's investing activities resulted in net cash of \$0 for the three months ended March 31, 2015. For the three months ended March 31, 2014, investing activities resulted in net cash used of \$6,503,748. The investing activities consisted of an increase in restricted cash of \$3,500,000, purchases of property and equipment of \$3,748 and the issuance of a short-term note receivable to a related party of \$3,000,000.

The Company's financing activities for the three months ended March 31, 2015 resulted in net cash received of \$1,126,900 from issuance of notes payable.

The Company's financing activities for the three months ended March 31, 2014 resulted in net cash received of \$9,292,978. Net cash was provided by proceeds from the issuance of common stock of \$6,487,850 and net cash proceeds from the issuance of convertible notes payable of \$2,905,128 offset by payments on short-term notes payable, related party of \$100,000.

The Company will also require additional financing for the purchase of additional patent portfolios and to fund their monetization efforts if new attractive opportunities are found. If the Company 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 does not scale significantly with the acquisition of new portfolios. Acquisitions or investments may be consummated through the use of cash, equity, seller financing, third party debt, earn-out obligations, revenue sharing, profit sharing, or some combination of two or more of these types of consideration. Due to the dynamic credit market, 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.

## **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 Quarterly 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 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 have concluded that, as of March 31, 2015, our disclosure controls and procedures were not effective because we had a material weakness in our internal control over financial reporting. This was due to a lack of personnel with the appropriate level of experience and technical expertise to provide oversight over the timely preparation and review of schedules necessary for the preparation of our financial statements and to make certain accounting judgments in accordance with generally accepted accounting principles. A material weakness is a control deficiency, or a combination of control deficiencies, such that there is a reasonable possibility that a material misstatement of interim or annual financial statements will not be prevented or detected on a timely basis.

### *Changes in internal control over financial reporting.*

On April 20, 2015, the Company reorganized its financial operations in an effort to address the material weakness. The Company terminated its then current Chief Financial Officer and replaced this position and certain services of an outside accounting firm utilized by the Company with consulting services from The Brenner Group, Inc., a financial consultancy firm (the “The Brenner Group”). Accordingly, on April 20, 2015, the Board appointed John Niedermaier as the Company’s Chief Financial Officer pursuant to the terms of an agreement with The Brenner Group. We believe that the hiring of The Brenner Group and Mr. Niedermaier specifically addresses our material weakness.

Notwithstanding the existence of this material weakness described above, our Certifying Officers have concluded that the financial statements included in this Quarterly Report present fairly, in all material respects, our financial position, results of operations and cash flows for the periods presented in conformity with generally accepted accounting principles. Our Chief Executive Officer and Chief Financial Officer have certified to their knowledge that this Quarterly Report does not contain any untrue statements of material fact or omit to state any 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 in this Quarterly Report. We have discussed this material weakness with our independent registered public accounting firm and our audit committee.

### *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, a wholly-owned subsidiary of the Company, filed a complaint in the Federal Court for the Eastern District of Texas, against Genband, Inc. over the infringement of five patents owned by Inventergy. The complaint has now been served, Genband has answered the complaint, and the case is pending before the Court.

On January 23, 2015, Sonus Networks, Inc., filed a declaratory judgment complaint in the Northern District of California (the "California Action") naming the Company and Inventergy as defendants and alleging non-infringement of seven patents from Inventergy's IMS/VOIP patent portfolio. On January 26, 2015, Inventergy filed and served Sonus with a complaint in the District of Massachusetts (the "Massachusetts Action"), where Sonus is headquartered, alleging infringement of the same seven patents at issue in the California Action. On January 27, 2015, Sonus served Inventergy with its declaratory judgment complaint relating to the California Action. On February 17, 2015, Inventergy filed a motion to dismiss the California Action, or in the alternative to transfer the case to the District of Massachusetts. On the same day, Sonus filed a motion to dismiss the Massachusetts Action, or in the alternative to transfer the case to the Northern District of California. On March 10, 2015, Sonus filed an amended declaratory judgment complaint in the Northern District of California relating to the California Action, alleging non-infringement of the same seven patents, unfair competition, breach of contract and a RICO claim under 18 USC 1961. This amended complaint mooted the Company's original motion to dismiss. On March 24, 2014, the Company filed a new motion to dismiss Sonus' amended complaint in the California Action, for lack of demonstrated subject matter jurisdiction for Sonus' declaratory judgment claims of non-infringement and also for failure to state any claim for its other causes of action. On the same date, Company filed a motion to strike the unfair competition claim pursuant to California's Anti-SLAPP statute. On April 7, 2015, Sonus filed a motion for leave to file a second amended complaint in the California Action. On April 13, 2015, the court in the California Action entered an order deferring consideration of Company's motion to dismiss and motion to strike. On May 11, 2015, the court in the California Action granted Sonus' motion for leave to file a second amended complaint. Inventergy intends to file a motion to dismiss Sonus' second amended complaint and to strike its unfair competition claim. Both the California Action and Massachusetts Action are pending.

### **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.**

None.

### **Item 3. Defaults Upon Senior Securities.**

None.



**Item 4. Mine Safety Disclosures.**

None.

**Item 5. Other Information.**

None.

**Item 6. Exhibits.**

<b>No.</b>	<b>Description of Exhibit</b>
4.1	Form of Warrant to Purchase Common Stock issued to CF DB EZ LLC.
10.1*	Amended and Restated Revenue Sharing and Note Purchase Agreement, dated February 25, 2015, by and between Inventergy Global, Inc., Inventergy, Inc., DBD Credit Funding, LLC and CF DB EZ LLC.
10.2	Senior Note, dated February 25, 2015, issued jointly by Inventergy Global, Inc. and Inventergy, Inc. to DBD Credit Funding, LLC.
10.3	Consulting Engagement Agreement, dated April 20, 2015, by and between Inventergy, Inc. and The Brenner Group, Inc.
10.4	Form of Stock Grant for Services under the Inventergy Global, Inc. 2014 Stock Plan.
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: May 15, 2015

**Inventergy Global, Inc.**

By: /s/ Joseph W. Beyers

Name: Joseph W. Beyers

Title: Chief Executive Officer

By: /s/ John G. Niedermaier

Name: John G. Niedermaier

Title: Chief Financial Officer

NEITHER THESE SECURITIES NOR THE SECURITIES FOR WHICH THESE SECURITIES ARE EXERCISABLE HAVE 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. THESE SECURITIES AND THE SECURITIES ISSUABLE UPON EXERCISE OF THESE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN FROM AN ACCREDITED INVESTOR SECURED BY SUCH SECURITIES.

## INVENTERGY GLOBAL, INC.

## WARRANT

Warrant No. 1

Dated: February 25, 2015

Inventergy Global, Inc., a Delaware corporation (the "**Company**"), hereby certifies that, for value received, CF DB EZ LLC or its registered assigns (including permitted transferees, the "**Holder**"), as registered owner of this warrant (the "**Warrant**"), is entitled to purchase from the Company up to a total of **500,000** shares (as adjusted from time to time as provided in Section 9) of Common Stock (as defined below), at an exercise price a price per share equal to **\$1.14** (as adjusted from time to time as provided in Section 9, the "**Exercise Price**"), at any time and from time to time from and after the date hereof (the "**Initial Exercise Date**") to and including the seven year anniversary of the date hereof (the "**Expiration Date**"), and subject to the following terms and conditions.

1. Definitions. The capitalized terms used herein and not otherwise defined shall have the meanings set forth below:

"**Affiliate**" of any specified Person means any other person or entity directly or indirectly controlling, controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "**control**" means the power to direct the management and policies of such Person or firm, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

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

"**Common Stock**" means the common stock of the Company, \$0.0001 par value per share.

"**Eligible Market**" means any of the New York Stock Exchange, the NYSE Amex or Nasdaq (as defined below), and any successor markets thereto.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended

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“**Market Price**” shall mean (i) if the principal trading market for such securities is an exchange, the average of the last reported sale prices per share for the last ten previous Trading Days in which a sale was reported, as officially reported on any consolidated tape, (ii) if clause (i) is not applicable, the average of the closing bid price per share for the last ten previous Trading Days as quoted by OTC Markets, Inc. for such securities. Notwithstanding the foregoing, if there is no reported sales price or closing bid price, as the case may be, on any of the ten Trading Days preceding the event requiring a determination of Market Price hereunder, then the Market Price shall be determined in good faith after reasonable investigation by resolution of the Board of Directors of the Company.

“**Nasdaq**” means the Nasdaq Global Market or Nasdaq Capital Market, and any successor markets thereto.

“**Other Securities**” refers to any capital stock (other than Common Stock) and other securities of the Company or any other Person which the Holder of this Warrant at any time shall be entitled to receive, or shall have received, pursuant to the terms hereof upon the exercise of this Warrant, in lieu of or in addition to Common Stock.

“**Person**” means any court or other federal, state, local or other governmental authority or other 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.

“**Trading Day**” means (a) any day on which the Common Stock is listed or quoted and traded on any Eligible Market or (b) if the Common Stock is not then quoted and traded on any Eligible Market, then a day on which trading occurs on the OTCQB or OTCQX markets maintained by OTC Markets, Inc.(or any successor thereto).

“**Warrant Shares**” shall initially mean shares of Common Stock and in addition may include Other Securities and Substituted Property (as defined in Section 9(e)(x)) issued or issuable from time to time upon exercise of this Warrant.

2. Registration of Warrant. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the “**Warrant Register**”), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes.

3. Registration of Transfers. The Company shall register the transfer of any portion of this Warrant in the Warrant Register, upon surrender of this Warrant, with the Form of Assignment attached hereto as Appendix A duly completed and signed, to the Company at its address specified herein. Upon any such registration and transfer, a new warrant in substantially the form of a Warrant (any such new warrant, a “**New Warrant**”), evidencing the portion of this Warrant so transferred shall be issued to the transferee and a New Warrant evidencing the remaining portion of this Warrant not so transferred, if any, shall be issued to the transferring Holder. The acceptance of the New Warrant by the transferee thereof shall be deemed the acceptance by such transferee of all of the rights and obligations of a holder of a Warrant.

#### 4. Exercise and Duration of Warrant.

(a) This Warrant shall be exercisable, either in its entirety or for a portion of the number of Warrant Shares, by the registered Holder at any time and from time to time from and after the initial Exercise Date (as defined below) to and including the Expiration Date. At 5:00 P.M. New York City time on the Expiration Date, the portion of this Warrant not exercised prior thereto shall be and become void and of no value, and the Holder hereof shall have no right to purchase any additional Warrant Shares hereunder.

(b) A Holder may exercise this Warrant by delivering to the Company, in accordance with Section 13, this Warrant, together with (i) an exercise notice, in the form attached hereto as Appendix B (the “**Exercise Notice**”), appropriately completed and duly signed, and (ii) (A) payment of the Exercise Price for the number of Warrant Shares as to which this Warrant is being exercised pursuant to a Cash Exercise (as set forth in Section 4(c) below) or (B) if available pursuant to Section 4(d) below, by notifying the Company that this Warrant is being exercised pursuant to a Cashless Exercise (as set forth in Section 4(d) below), and the date such items are received by the Company is an “**Exercise Date**.” Execution and delivery of an Exercise Notice in respect of less than all of the Warrant Shares issuable upon exercise of this Warrant shall result in the cancellation of the original Warrant and issuance of a New Warrant evidencing the right to purchase the remaining number of Warrant Shares. For clarity, the Holder may exercise any or all for the remaining portion of this Warrant notwithstanding that the Company has not returned a physical New Warrant certificate to the Holder, by delivering a further Exercise Notice and tendering payment of the Exercise Price (or Cashless Exercise notice) as aforesaid.

(c) *Cash Exercise*. In the event the Holder has elected to pay the Exercise Price in cash, it shall pay the Exercise Price by certified bank check payable to the order of the Company or by wire transfer of immediately available funds in accordance with the Company’s instructions (a “**Cash Exercise**”).

(d) *Cashless Exercise*. Notwithstanding anything contained herein to the contrary, if, at any time a registration statement covering the resale of the Warrant Shares that are the subject of the Exercise Notice by the Holder pursuant to the Securities Act (the “**Unavailable Warrant Shares**”) is not available for the resale of such Unavailable Warrant Shares, and the Company is otherwise obligated to have a resale registration statement available for such resale, the Holder may, in its sole discretion, exercise this Warrant in whole or in part and, in lieu of making the cash payment otherwise contemplated to be made to the Company upon such exercise in payment of the Exercise Price, elect instead to receive upon such exercise the “Net Number” of shares of Common Stock determined according to the following formula (a “**Cashless Exercise**”):

$$Net\ Number = \frac{A \times (B - C)}{B}$$

For purposes of the foregoing formula,

A = the total number of shares with respect to which this Warrant is then being exercised.

B = the VWAP per share of the Common Stock (as reported by Bloomberg) on the Trading Day immediately preceding the date of the Exercise Notice.

C = the Exercise Price then in effect for the applicable Warrant Shares at the time of such exercise.

“**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 national securities exchange, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the exchange 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 Common Stock is not then listed or quoted for trading on a national securities exchange and if prices for the Common Stock are then reported by 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 (c) 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 Holders of a majority in interest of the Warrants then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company

(e) Except as otherwise provided for herein, this Warrant shall not entitle the Holder to any voting rights or other rights as a stockholder of the Company by virtue of the ownership hereof.

5. Delivery of Warrant Shares.

(a) Upon exercise of this Warrant, the Company shall promptly (but in no event later than three Trading Days after the Exercise Date) issue or cause to be issued and deliver or cause to be delivered to the Holder, in such name or names as the Holder may designate, a certificate for the Warrant Shares issuable upon such exercise (the "*Certificate*"), which may bear a restrictive legend if required pursuant to Section 4.1 of the Subscription Agreement between the Company and the initial Holder dated October 1, 2014 (the "Subscription Agreement"). The Holder, or any Person so designated by the Holder to receive the Warrant Shares, shall be deemed to have become holder of record of such Warrant Shares as of the Exercise Date.

(b) This Warrant and the Warrant Shares may only be transferred in accordance with Section 4.1 of the Subscription Agreement.

(c) This Warrant is exercisable, either in its entirety or, from time to time, for a portion of the number of Warrant Shares. Upon surrender of this Warrant following one or more partial exercises, the Company shall issue or cause to be issued, at its expense, a New Warrant evidencing the right to purchase the remaining number of Warrant Shares.

(d) To the extent permitted by law, the Company's obligations to issue and deliver Warrant Shares in accordance with the terms hereof are absolute and unconditional, irrespective of any action or inaction by the Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by the Holder or any other Person of any obligation to the Company or any violation or alleged violation of law by the Holder or any other Person, and irrespective of any other circumstance which might otherwise limit such obligation of the Company to the Holder in connection with the issuance of Warrant Shares. Nothing herein shall limit the Holder's right to pursue any other remedies available to it hereunder, in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver Common Stock upon exercise of this Warrant as required pursuant to the terms hereof.

6. Charges, Taxes and Expenses. Issuance and delivery of certificates for shares of Common Stock upon exercise of this Warrant shall be made without charge to the Holder for any issue or transfer tax, withholding tax, transfer agent fee or other incidental tax or expense in respect of the issuance of such certificates, all of which taxes and expenses shall be paid by the Company; *provided, however*, that the Company shall not be required to pay any tax which may be payable in respect of any transfer involved in the issue, delivery or registration of any certificates for Warrant Shares or Warrant in a name other than that of the Holder and that the Holder will be required to pay any tax with respect to cash received in lieu of fractional shares. The Holder shall be responsible for all other tax liability of the Holder that may arise as a result of holding or transferring this Warrant or receiving Warrant Shares upon exercise hereof.

7. Replacement of Warrant. If this Warrant is mutilated, lost, stolen or destroyed, the Company, at the sole expense of the Holder (such expenses, if any imposed by the Company to be reasonable), shall issue or cause to be issued in exchange and substitution for and upon cancellation hereof, or in lieu of and in substitution for this Warrant, a New Warrant, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction and customary and reasonable indemnity, if requested by the Company.

8. Reservation of Warrant Shares. The Company covenants that it will at all times reserve and keep available out of the aggregate of its authorized but unissued and otherwise unreserved Common Stock, solely for the purpose of enabling it to issue Warrant Shares upon exercise of this Warrant as herein provided, the number of Warrant Shares which are then issuable and deliverable upon the exercise of this entire Warrant, free from all taxes, liens, claims, encumbrances with respect to the issuance of such Warrant Shares and will not be subject to any pre-emptive rights or similar rights (taking into account the adjustments and restrictions of Section 9 hereof). The Company covenants that all Warrant Shares so issuable and deliverable shall, upon issuance and the payment of the applicable Exercise Price in accordance with the terms hereof, be duly and validly authorized, issued, fully paid and nonassessable. The Company will take all such action as may be necessary to assure that such shares of Common Stock may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of any securities exchange or automated quotation system upon which the Common Stock may be listed or quoted, as the case may be.

9. Certain Adjustments. The Exercise Price and number of Warrant Shares issuable upon exercise of this Warrant are subject to adjustment from time to time as set forth in this Section 9.

(a) *Stock Dividends*. If the Company, at any time while this Warrant is outstanding, pays a dividend on its Common Stock payable in additional shares of Common Stock or otherwise makes a distribution on any class of capital stock that is payable in shares of Common Stock, then in each such case the Exercise Price shall be multiplied by a fraction, (A) the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to the opening of business on the day after the record date for the determination of stockholders entitled to receive such dividend or distribution and (B) the denominator of which shall be the number of shares of Common Stock outstanding immediately after the distribution date of such dividend or distribution. Any adjustment made pursuant to this Section 9(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution; *provided, however*, that if following such record date the Company rescinds or modifies such dividend or distribution, the Exercise Price shall be appropriately adjusted (as of the date that the Company effectively rescinds or modifies such dividend or distribution) to take into account the effect of such rescinded or modified dividend or distribution on the Exercise Price pursuant to this Section 9(a).

(b) *Stock Splits*. If the Company, at any time while this Warrant is outstanding, (i) subdivides outstanding shares of Common Stock into a larger number of shares, or (ii) combines outstanding shares of Common Stock into a smaller number of shares, then in each such case the Exercise Price shall be multiplied by a fraction, (A) the numerator of which shall be the number of shares of Common Stock outstanding immediately before such event and (B) the denominator of which shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment pursuant to this Section 9(b) shall become effective immediately after the effective date of such subdivision or combination.

(c) *Reclassifications*. A reclassification of the Common Stock (other than any such reclassification in connection with a merger or consolidation to which Section 9(e) applies) into shares of any other class of stock shall be deemed:

(i) a distribution by the Company to the holders of its Common Stock of such shares of such other class of stock for the purposes and within the meaning of this Section 9; and

(ii) if the outstanding shares of Common Stock shall be changed into a larger or smaller number of shares of Common Stock as part of such reclassification, such change shall be deemed a subdivision or combination, as the case may be, of the outstanding shares of Common Stock for the purposes and within the meaning of Section 9(b).

(d) *Other Distributions.* If the Company, at any time while this Warrant is outstanding, distributes to holders of Common Stock (i) evidences of its indebtedness, (ii) shares of any class of capital stock, (iii) rights or warrants to subscribe for or purchase any shares of any class of capital stock or (iv) any other asset, other than a distribution of Common Stock covered by Section 9(a), (in each case, "**Distributed Property**"), then in each such case the Exercise Price in effect immediately prior to the record date fixed for determination of stockholders entitled to receive such distribution (and the Exercise Price thereafter applicable) shall be adjusted (effective on and after such record date) to equal the product of such Exercise Price multiplied by a fraction, (A) the numerator of which shall be Market Price on such record date less the then fair market value of the Distributed Property distributed in respect of one outstanding share of Common Stock, which, if the Distributed Property is other than cash or marketable securities, shall be as reasonably determined in good faith by the Board of Directors of the Company whose determination shall be described in a board resolution, and (B) the denominator of which shall be the Market Price on such record date; *provided, however*, that if following the record date for such distribution the Company rescinds or modifies such distribution, the Exercise Price shall be appropriately adjusted (as of the date that the Company effectively rescinds or modifies such distribution) to take into account the effect of such rescinded or modified distribution on the Exercise Price pursuant to this Section 9(d).

(e) *Fundamental Transactions.* If, at any time while this Warrant is outstanding, (i) the Company effects any merger or consolidation of the Company with or into another Person, (ii) the Company effects any sale of all or substantially all of its assets or a majority of its stock acquired by a third party, in each case in one or a series of related transactions, (iii) any tender offer or exchange offer by another Person is completed pursuant to which all or substantially all of the holders of Common Stock are permitted to tender or exchange their shares for other securities, cash or property or (iv) there shall occur any merger of another Person into the Company whereby the Common Stock is cancelled, converted or reclassified into or exchanged for other securities, cash or property (in any such case, a "**Fundamental Transaction**"), then, as a condition to the consummation of such Fundamental Transaction, the Company shall (or, in the case of any Fundamental Transaction in which the Company is not the surviving entity, the Company shall take all reasonable steps to cause such other Person to execute and deliver to the Holder of this Warrant a written instrument providing that:

(x) so long as this Warrant remains outstanding, upon the exercise hereof at any time on or after the consummation of such Fundamental Transaction and on such terms and subject to such conditions as shall be nearly equivalent as may be practicable to the provisions set forth in this Warrant, this Warrant shall be exercisable into, in lieu of Common Stock issuable upon such exercise prior to such consummation, the securities or other property (the "Substituted Property") that would have been received in connection with such Fundamental Transaction by a holder of the number of shares of Common Stock into which this Warrant was exercisable immediately prior to such Fundamental Transaction, assuming such holder of Common Stock:

(A) is not a Person with which the Company consolidated or into which the Company merged or which merged into the Company or to which such sale or transfer was made, as the case may be (a "**Constituent Person**"), or an Affiliate of a Constituent Person; and



(B) failed to exercise such Holder's rights of election, if any, as to the kind or amount of securities, cash and other property receivable in connection with such Fundamental Transaction (*provided, however*, that if the kind or amount of securities, cash or other property receivable in connection with such Fundamental Transaction is not the same for each share of Common Stock held immediately prior to such Fundamental Transaction by a Person other than a Constituent Person or an Affiliate thereof and in respect of which such rights of election shall not have been exercised (a "*Non-Electing Share*"), then, for the purposes of this Section 9(e), the kind and amount of securities, cash and other property receivable in connection with such Fundamental Transaction by each Non-Electing Share shall be deemed to be the kind and amount so receivable per share by a plurality of the Non-Electing Shares); and

(y) the rights and obligations of the Company (or, in the event of a transaction in which the Company is not the surviving Person, such other Person) and the Holder in respect of Substituted Property shall be as nearly equivalent as may be practicable to the rights and obligations of the Company and Holder in respect of Common Stock hereunder.

Such written instrument shall provide for adjustments which, for events subsequent to the effective date of such written instrument, shall be as nearly equivalent as may be practicable to the adjustments provided for in this Section 9. The above provisions of this Section 9(e) shall similarly apply to successive Fundamental Transactions.

(f) *Adjustment of Warrant Shares*. Simultaneously with any adjustment to the Exercise Price pursuant to paragraphs (a) through (d) of this Section 9, the number of Warrant Shares that may be purchased upon exercise of this Warrant shall be increased or decreased proportionately, so that after such adjustment the aggregate Exercise Price payable hereunder for the increased or decreased number of Warrant Shares shall be the same as the aggregate Exercise Price payable for the Warrant Shares immediately prior to such adjustment.

(g) *Calculations*. All calculations under this Section 9 shall be made to the nearest cent or the nearest 1/100th of a share, as applicable. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Company, and the disposition of any such shares shall be considered an issue or sale of Common Stock.

(h) *Adjustments*. Notwithstanding any provision of this Section 9, no adjustment of the Exercise Price shall be required if such adjustment is less than \$0.01; *provided, however*, that any adjustments which by reason of this Section 9(h) are not required to be made shall be carried forward and taken into account for purposes of any subsequent adjustment required to be made hereunder.

(i) *Notice of Adjustments*. Upon the occurrence of each adjustment pursuant to this Section 9, the Company will promptly deliver to the Holder a certificate executed by the Company's Chief Financial Officer setting forth, in reasonable detail, the event requiring such adjustment and the method by which such adjustment was calculated, the adjusted Exercise Price and the adjusted number or type of Warrant Shares or other securities issuable upon exercise of this Warrant (as applicable). The Company will retain at its office copies of all such certificates and cause the same to be available for inspection at said office during normal business hours by the Holder or any prospective purchaser of the Warrant designated by the Holder.

(j) *Notice of Corporate Events*. If the Company (i) declares a dividend or any other distribution of cash, securities or other property in respect of its Common Stock, including, without limitation, any granting of rights or warrants to subscribe for or purchase any capital stock of the Company or any subsidiary of the Company, (ii) authorizes, approves, enters into any agreement contemplating, or solicits stockholder approval for, any Fundamental Transaction or (iii) authorizes the voluntary dissolution, liquidation or winding up of the affairs of the Company, then the Company shall deliver to the Holder a notice describing the material terms and conditions of such transaction at least 15 Trading Days prior to the applicable record or effective date on which a Person would need to hold Common Stock in order to participate in or vote with respect to such transaction (but not prior to the public announcement thereof to the Company's common stockholders at large), and the Company will take all steps reasonably necessary in order to ensure that the Holder is given the practical opportunity to exercise this Warrant prior to such time so as to participate in or vote with respect to such transaction; *provided, however*, that the failure to deliver such notice or any defect therein shall not affect the validity of the corporate action required to be described in such notice.

10. Fractional Shares. The Company shall not be required to issue or cause to be issued fractional Warrant Shares on the exercise of this Warrant. If any fraction of a Warrant Share would, except for the provisions of this Section 10, be issuable upon exercise of this Warrant, the Company shall make a cash payment to the Holder equal to (a) such fraction multiplied by (b) the Market Price on the Exercise Date of one full Warrant Share.

11. Listing on Securities Exchanges. The Company has agreed to list, and will use its reasonable best efforts to maintain the listing of, the Common Stock, which shall include the Warrant Shares, on Nasdaq consistent with the terms of the Subscription Agreement, dated as October 1, 2014, by and between the Company and Holder (the “**Subscription Agreement**”). In furtherance and not in limitation of any other provision of this Warrant, if the Company at any time shall list any Common Stock on any Eligible Market other than Nasdaq, the Company will use its reasonable best efforts, at its expense, to simultaneously list the Warrant Shares (and use its reasonable best efforts to maintain such listing) on such Eligible Market, upon official notice of issuance following the exercise of this Warrant; and the Company will so list, register and use its reasonable best efforts to maintain such listing on any Eligible Market any Other Securities, if and at the time that any securities of like class or similar type shall be listed on such Eligible Market by the Company.

12. Remedies. The Company stipulates that the remedies at law of the Holder of this Warrant in the event of any default or threatened default by the Company in the performance of or compliance with any of the terms of this Warrant are not and will not be adequate, and that such terms may be specifically enforced by a decree for the specific performance of any agreement contained herein or by an injunction against a violation of any of the terms hereof or otherwise.

13. Notices. Any and all notices or other communications or deliveries hereunder (including without limitation any Exercise Notice) shall be in writing and shall be mailed by certified mail, return receipt requested, or by a nationally recognized courier service or delivered (in person, by facsimile or by email), against receipt to the party to whom such notice or other communication is to be given. Any notice or other communication given by means permitted by this Section 13 shall be deemed given at the time of receipt thereof. The address for such notices or communications shall be as set forth below:

If to the Company:            Inventergy Global, Inc.  
   900 E. Hamilton Avenue #180  
   Campbell, CA 95008  
   Email: conversions@inventergy.com

If to the Holder:             As set forth on the signature page to the Subscription Agreement.

Or such other address as is provided to such other party in accordance with this Section 13.

14. Warrant Agent. The Company shall serve as warrant agent under this Warrant. Upon a prompt written notice to the Holder, the Company may appoint a new warrant agent. Any Person into which any new warrant agent may be merged, any Person resulting from any consolidation to which any new warrant agent shall be a party or any Person to which any new warrant agent transfers substantially all of its corporate trust or shareholders services business shall be a successor warrant agent under this Warrant without any further act. Any such successor warrant agent shall promptly cause notice of its succession as warrant agent to be mailed (by first class mail, postage prepaid) to the Holder at the Holder’s last address as shown on the Warrant Register.

15. Exercise Limitations; Holder's Restrictions. The Company shall not effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to Section 15 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holder's Affiliates, and any other person or entity acting as a group together with the Holder or any of the Holder's Affiliates), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its Affiliates shall include the number of shares of Common Stock issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (A) exercise of the remaining, nonexercised portion of this Warrant beneficially owned by the Holder or any of its Affiliates and (B) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its affiliates. Except as set forth in the preceding sentence, for purposes of this Section 15, beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 15 applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of an Exercise Notice shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 15, in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as reflected in (A) the Company's most recent periodic or annual report, as the case may be, (B) a more recent public announcement by the Company or (C) any other notice by the Company or the transfer agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within two Trading Days confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Affiliates since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 4.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon exercise of this Warrant. The Holder, upon not less than 61 days' prior notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 15, provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon exercise of this Warrant held by the Holder and the provisions of this Section 15 shall continue to apply. Any such increase or decrease will not be effective until the 61<sup>st</sup> day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 15 to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant.

16. Miscellaneous.

(a) This Warrant may be assigned by the Holder, subject to compliance with applicable securities laws. This Warrant may not be assigned by the Company, except to a successor in the event of a Fundamental Transaction. This Warrant shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. Subject to the preceding sentence, nothing in this Warrant shall be construed to give to any Person other than the Company and the Holder any legal or equitable right, remedy or cause of action under this Warrant. This Warrant may be amended only in writing signed by the Company and the Holder and their successors and assigns.

(b) The Company will not, by amendment of its governing documents or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder against impairment. Without limiting the generality of the foregoing, the Company (i) will not increase the par value of any Warrant Shares above the amount payable therefor upon exercise thereof, and (ii) will take all such action as may be reasonably necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares on the exercise of this Warrant, free from all taxes, or liens, claims and encumbrances created by the Company and (iii) will not close its shareholder books or records in any manner which interferes with the timely exercise of this Warrant.

(c) This Warrant shall be governed by and construed and enforced in accordance with the laws of the State 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, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding that it is not personally subject to the jurisdiction of any such court or that such suit, action or proceeding is improper. 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 Warrant 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 manner permitted by law. **THE PARTIES HEREBY WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

(d) Neither party shall be deemed in default of any provision of this Warrant, to the extent that performance of its obligations or attempts to cure a breach hereof are delayed or prevented by any event reasonably beyond the control of such party, including, without limitation, war, hostilities, acts of terrorism, revolution, riot, civil commotion, national emergency, strike, lockout, unavailability of supplies, epidemic, fire, flood, earthquake, force of nature, explosion, embargo, or any other Act of God, or any law, proclamation, regulation, ordinance, or other act or order of any court, government or governmental agency, *provided* that such party gives the other party written notice thereof promptly upon discovery thereof and uses reasonable best efforts to cure or mitigate the delay or failure to perform.

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

(f) In case any one or more of the provisions of this Warrant shall be deemed invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Warrant shall not in any way be affected or impaired thereby and the parties will attempt in good faith to agree upon a valid and enforceable provision which shall be a commercially reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Warrant.

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

IN WITNESS WHEREOF, the Company has caused this Warrant to be duly executed by its authorized officer as of the date first indicated above.

INVENTERGY GLOBAL, INC.

By: \_\_\_\_\_  
Name: Joseph W. Beyers  
Title: Chief Executive Officer and Chairman

CF DB EZ LLC

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page To Warrant]*

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APPENDIX A

FORM OF ASSIGNMENT

(to be completed and signed only upon transfer of Warrant)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the right represented by the within Warrant to purchase \_\_\_\_\_ shares of Common Stock of Inventergy Global, Inc. to which the within warrant relates and appoints \_\_\_\_\_ attorney to transfer said right on the books of Inventergy Global, Inc. with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature must conform in all respects to name of Holder as specified on face of the Warrant)

Address of Transferee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the presence of:

\_\_\_\_\_

The Transferee hereby represents and warrants to Inventergy Global, Inc. that it is an "accredited investor" within the meaning of SEC Rule 501(a), and that it is not purchasing this Warrant (or portion thereof) pursuant to any general solicitation by the transferor nor on the basis of any information about the Company other than materials posted on the SEC's EDGAR website or the Company's press releases.

\_\_\_\_\_  
Transferee

By: \_\_\_\_\_

Name:

Title:

\_\_\_\_\_

APPENDIX B

FORM OF EXERCISE NOTICE

(To be executed by the Holder to exercise the right to purchase shares of Common Stock under the foregoing Warrant)

To: Inventergy Global, Inc.

The undersigned is the Holder of Warrant No. [ ] (the "Warrant") issued by Inventergy Global, Inc., a Delaware corporation (the "Company"). Capitalized terms used herein and not otherwise defined have the respective meanings set forth in the Warrant.

1. The Warrant is currently exercisable to purchase a total of \_\_\_\_\_ Warrant Shares.
2. The undersigned Holder hereby exercises its right to purchase \_\_\_\_\_ Warrant Shares pursuant to the Warrant.
3. The Holder intends that payment of the Exercise Price shall be made as:
  - a. A "Cash Exercise" with respect to \_\_\_\_\_ Warrant Shares; and/or
  - b. A "Cashless Exercise" with respect to \_\_\_\_\_ Warrant Shares.
4. In the event that the Holder has elected a Cash Exercise with respect to some or all of the Warrant Shares to be issued pursuant hereto, the Holder shall pay the sum of \$ \_\_\_\_\_ to the Company in accordance with the terms of the Warrant.
5. Pursuant to this exercise, the Company shall deliver to the Holder \_\_\_\_\_ Warrant Shares in accordance with the terms of the Warrant
6. Following this exercise, the Warrant shall be exercisable to purchase a total of \_\_\_\_\_ Warrant Shares.
7. The Holder is an "accredited investor" within the meaning of SEC Rule 501(a).

Dated: \_\_\_\_\_

Name of Holder:

(Print) \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Signature must conform in all respects to name of Holder as specified on face of the Warrant)

---

**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
INVENTERGY GLOBAL, INC.  
IRS EMPLOYER IDENTIFICATION NUMBER 62-1482176  
Confidential treatment requested with respect to certain portions hereof denoted with “\*\*\*\*”**

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

**Note: Confidential treatment requested with respect to certain portions hereof denoted with “\*\*\*\*”**

AMENDED AND RESTATED  
REVENUE SHARING AND NOTE PURCHASE AGREEMENT

(INVENTERGY)

ORIGINALLY DATED AS OF OCTOBER 1, 2014  
AND  
AMENDED AND RESTATED AS OF FEBRUARY 25, 2015

---



**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
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**TABLE OF CONTENTS**

ARTICLE I DEFINITIONS	2
1.1. <u>Certain Defined Terms</u>	2
1.2. <u>Other Interpretative Provisions</u>	2
ARTICLE II CLOSING AND TERMS OF THE REVENUE STREAM AND NOTES	2
2.1. <u>The Revenue Stream</u>	2
2.2. <u>The Notes</u>	3
2.3. <u>Monetization Revenues</u>	5
2.4. <u>Purchase Price Allocation</u>	6
2.5. <u>Taxes</u>	6
2.6. <u>Manner and Time of Payment</u>	6
2.7. <u>Patent License</u>	6
2.8. <u>Additional Fundings</u>	7
ARTICLE III CONDITIONS PRECEDENT	7
3.1. <u>Conditions to Closing</u>	7
3.2. <u>Conditions to additional funding on the First Amendment Effective Date</u>	9
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE COMPANY	11
4.1. <u>Organization and Business</u>	11
4.2. <u>Qualification</u>	11
4.3. <u>Operations in Conformity with Law, etc.</u>	11
4.4. <u>Authorization and Non-Contravention</u>	11
4.5. <u>Intellectual Property</u>	12
4.6. <u>Material Agreements</u>	13
4.7. <u>Margin Regulations</u>	13
4.8. <u>Investment Company Act</u>	13
4.9. <u>USA PATRIOT Act, FCPA and OFAC</u>	13
4.10. <u>No Default</u>	14
4.11. <u>Binding Effect</u>	14
4.12. <u>Disclosure</u>	14
ARTICLE V REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS AND COLLATERAL AGENT	14
5.1. <u>Authority</u>	14

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5.2.	<u>Binding Effect</u>	15
5.3.	<u>Investment Intent</u>	15
5.4.	<u>Experience of the Purchaser</u>	15
5.5.	<u>Access to Information</u>	15
5.6.	<u>Reliance on Exemptions</u>	15
<b>ARTICLE VI COVENANTS</b>		<b>16</b>
6.1.	<u>Taxes and Other Charges</u>	16
6.2.	<u>Conduct of Monetization Activities; Reporting and Consultation</u>	16
6.3.	<u>Maintenance of Existence</u>	16
6.4.	<u>Compliance with Legal Requirements</u>	17
6.5.	<u>Notices; Reports</u>	17
6.6.	<u>Information and Access Rights</u>	18
6.7.	<u>Indebtedness</u>	18
6.8.	<u>Liens</u>	19
6.9.	<u>Management of Patents and Patent Licenses</u>	19
6.10.	<u>Minimum Liquidity</u>	20
6.11.	<u>Cash Collateral Account</u>	21
6.12.	<u>Further Assurances</u>	21
6.13.	<u>Confidentiality</u>	22
6.14.	<u>Obligations Under Patent Purchase Agreements</u>	22
<b>ARTICLE VII EVENTS OF DEFAULT</b>		<b>23</b>
7.1.	<u>Events of Default</u>	23
7.2.	<u>Remedies Following an Event of Default</u>	25
7.3.	<u>Annulment of Defaults</u>	27
7.4.	<u>Waivers</u>	27
<b>ARTICLE VIII COLLATERAL AGENT</b>		<b>28</b>
8.1.	<u>Appointment of Collateral Agent</u>	28
8.2.	<u>Collateral</u>	28
8.3.	<u>Collateral Agent’s Resignation</u>	28
8.4.	<u>Concerning the Collateral Agent</u>	28
<b>ARTICLE IX GENERAL PROVISIONS</b>		<b>30</b>
9.1.	<u>Expenses</u>	30

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9.2.	<u>Indemnity</u>	31
9.3.	<u>Notices</u>	32
9.4.	<u>Amendments, Consents, Waivers, etc.</u>	32
9.5.	<u>No Strict Construction</u>	32
9.6.	<u>Certain Acknowledgments</u>	33
9.7.	<u>Venue; Service of Process; Certain Waivers</u>	33
9.8.	<u>WAIVER OF JURY TRIAL</u>	33
9.9.	<u>Interpretation; Governing Law; etc.</u>	34
9.10.	<u>Successors and Assigns</u>	34
9.11.	<u>Tax Treatment</u>	36

APPENDICES, SCHEDULES AND EXHIBITS

Appendix I	Definitions
Schedule 2.1	Revenue Participants/Warrant Purchasers
Schedule 2.2	Note Purchasers
Schedule 2.6	Wire Transfer Instructions
Schedule 4.1	Company Organization
Schedule 4.5(g)	Patent Litigation; Reissues and Oppositions
Schedule 4.6	Material Agreements
Schedule 6.7	Existing Indebtedness
Schedule 6.12.4	****
Schedule 9.3	Notices
Schedule I(a)	Patents
Exhibit A	Form of Note
Exhibit B	Control Agreement
Exhibit C	Form of Certificate (Payments to Cash Collateral Account)
Exhibit D-1	Note Assignment and Acceptance Agreement
Exhibit D-2	Revenue Stream Assignment and Acceptance Agreement
Exhibit E	Patent License Agreement
Exhibit F	Patent Security Agreement
Exhibit G	Security Agreement
Exhibit H	Subscription Agreement
Exhibit I	Newco LLC Agreement
Exhibit J	Form of Compliance Certificate for Weekly Liquidity Test
Exhibit K	Form of Warrant

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**AMENDED AND RESTATED**

**REVENUE SHARING AND NOTE PURCHASE AGREEMENT**

The REVENUE SHARING AND NOTE PURCHASE AGREEMENT originally dated as of October 1, 2014, is hereby amended and restated as of February 25, 2015, and is 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 Company, the Collateral Agent and the Purchasers initially entered into this Agreement on October 1, 2014 and, pursuant to the First Amendment (as defined herein), have amended and restated this Agreement on February 25, 2015, as set forth herein.

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 \$14,000,000 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 Company issued \$11,000,000 of Notes to the Note Purchasers on the Closing Date (the “Original Notes”), and has requested that the Note Purchasers commit to purchase up to a further \$3,000,000 in Notes (the “New Notes”) on and after the First Amendment Effective Date and the Purchasers have agreed to such commitment, of which \$1,199,500 of New Notes will be issued on the First Amendment Effective Date, which issuances shall be accompanied by interests in the Company’s future revenues as described herein and shall be subject to the conditions specified herein and in consideration of the amendments reflected herein, all as initially contemplated by Section 2.8 of the original Agreement;

WHEREAS, the Purchaser and the Company may agree in future to the issuance and sale of up to an additional \$2,000,000 in aggregate original principal amount of Notes and additional interests in the Company’s future revenues from its patent portfolio, as contemplated by Section 2.8 hereof;

WHEREAS, the Revenue Participants wish to acquire, and the Parent has agreed to issue and sell to the Revenue Participants on the First Amendment Effective Date, warrants for the purchase of 500,000 shares (subject to adjustment in accordance with the terms of such warrants) of the Parent’s common stock (the “Warrants”) and together with the Notes, the “Securities”) in the form of Exhibit K hereto, subject to the terms of this Agreement; and

---

**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
INVENTERGY GLOBAL, INC.  
IRS EMPLOYER IDENTIFICATION NUMBER 62-1482176  
Confidential treatment requested with respect to certain portions hereof denoted with “\*\*\*\*”**

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.

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 granted the Revenue Stream to the Revenue Participants. The purchase price for the Revenue Stream was increased to \*\*\*\* as consideration for the amendments to the Revenue Stream made on the First Amendment Effective Date, and will be further increased by an amount equal to \*\*\*\*; i.e., by \*\*\*\* on account of the \$1,199,500 of Notes issued on the First Amendment Effective Date. In the event that the full \$3,000,000 of additional Notes are issued, the allocated purchase price of the Revenue Stream will total \*\*\*\*. 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.

**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
INVENTERGY GLOBAL, INC.  
IRS EMPLOYER IDENTIFICATION NUMBER 62-1482176  
Confidential treatment requested with respect to certain portions hereof denoted with “\*\*\*\*”**

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.

2.2. The Notes.

2.2.1. Purchase and Sale of the Notes. On the Closing Date and on each issuance date of Notes from and after the First Amendment Effective Date, subject to satisfaction of the conditions set forth in Section 3.1 and Section 3.2, respectively, the Company agrees to issue and sell, and each Note Purchaser agrees to purchase, for the purchase prices set forth on Schedule 2.2 and in accordance with the percentages set forth on Schedule 2.2. Original Notes in an aggregate original principal amount of \$11,000,000 on the Closing Date, New Notes in an aggregate original principal amount of \$1,199,500 on the First Amendment Effective Date, and up to a further \$1,800,500 of New Notes following the First Amendment Effective Date.

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.

**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
INVENTERGY GLOBAL, INC.  
IRS EMPLOYER IDENTIFICATION NUMBER 62-1482176  
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2.2.3. Fees; Prepayment Premium.

2.2.3.1. At the Closing Date, the Company has paid to the Note Purchasers a structuring fee equal to \$385,000, and on each subsequent date on which Notes (other than the New Notes) are issued, the Company shall pay to the Purchasers a structuring fee equal to 3.5% of the original principal amount of the Notes issued on such date. The structuring fee shall be netted out of the funding at the Closing Date and on each issuance date following 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 the sum of (x) \$770,000 plus (y) 7.0% of the original principal amount of the Notes (including the New Notes) issued following the Closing Date.

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.

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 and following any issuance of additional Notes.

**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
INVENTERGY GLOBAL, INC.  
IRS EMPLOYER IDENTIFICATION NUMBER 62-1482176  
Confidential treatment requested with respect to certain portions hereof denoted with “\*\*\*\*”**

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 86% 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; provided that 100% of Monetization Net Revenues from the Specified Licenses shall be so applied. 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 IX; 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. Payments on Notes (other than accrued and unpaid interest, which shall be applied pro rata to interest due on all outstanding Notes) shall be first applied to Notes with the lowest amount of unamortized original issue discount as a percentage of principal.

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 Monetization Net Revenues from the Specified Licenses shall be so applied; and provided further 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 Monetization 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.



**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
INVENTERGY GLOBAL, INC.  
IRS EMPLOYER IDENTIFICATION NUMBER 62-1482176  
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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 Original Notes issued on the Closing Date shall be \*\*\*\*, the aggregate purchase price of the New Notes issued on the First Amendment Effective Date shall equal \*\*\*\*, the purchase price of the Warrants shall be \$40,000, the aggregate purchase price of the Revenue Stream shall be the sum of (a) \*\*\*\* plus (b) \*\*\*\*, the purchase price of the New Notes issued after the First Amendment Effective Date shall equal \*\*\*\*, 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.

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.

**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
INVENTERGY GLOBAL, INC.  
IRS EMPLOYER IDENTIFICATION NUMBER 62-1482176  
Confidential treatment requested with respect to certain portions hereof denoted with “\*\*\*\*”**

2.8. Additional Fundings.

2.8.1. It is contemplated that the Company may subsequently request that the Purchasers acquire up to \$2,000,000 in additional Notes (in addition to the aggregate \$14,000,000 issued and committed to be issued as of the First Amendment Effective Date), 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 on and after the First Amendment Effective 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).

**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;

**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
INVENTERGY GLOBAL, INC.  
IRS EMPLOYER IDENTIFICATION NUMBER 62-1482176  
Confidential treatment requested with respect to certain portions hereof denoted with “\*\*\*\*”**

- 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;
- 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;

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

**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
INVENTERGY GLOBAL, INC.  
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Confidential treatment requested with respect to certain portions hereof denoted with “\*\*\*\*”**

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.

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

3.2. Conditions to Additional Funding on and after the First Amendment Effective Date. The obligation of each Revenue Participant to purchase its respective pro rata share of the Revenue Stream and the Warrants and the obligation of each Note Purchaser to purchase its respective pro rata share of the New Notes on and after the First Amendment Effective Date, are subject to the satisfaction of the conditions set forth in this Section 3.2:

3.2.1. Total Amount. The total original principal amount of Notes issued hereunder shall not exceed \$14,000,000 (of which up to \$3,000,000 may be New Notes).

3.2.2. Request for issuance. The Company shall have provided the Purchasers with a request for the issuance of such New Notes not later than ten Business Days prior to the proposed date of such issuance, and the issuance date shall not be later than December 31, 2015.

**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
INVENTERGY GLOBAL, INC.  
IRS EMPLOYER IDENTIFICATION NUMBER 62-1482176  
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3.2.3. Deliveries. The Company (and each of its Subsidiaries, as applicable) shall have delivered to each applicable Purchaser and the Collateral Agent fully executed (where applicable) copies of the following:

3.2.3.1. this Amended Agreement (only for the issuance on the First Amendment Effective Date);

3.2.3.2. Notes in the amount of such proposed issuance;

3.2.3.3. the Warrants (only for the issuance on the First Amendment Effective Date);

3.2.3.4. an officer's certificate from an Authorized Officer of the Company certifying that the conditions set forth in Section 3.2.4 and 3.2.5 have been satisfied; and

3.2.3.5. an officers certificate that attaches the Specified Licenses to which the Company is party as of the date of such issuance, sets forth the terms of any such Specified Licenses to which the Company is party as of such issuance, including projected payments, and sets forth all related Monetization Expenses that will be payable in connection with such payments, all in reasonable detail and all of which shall be in form and substance satisfactory to the Majority Purchasers (a "Specified License Certification").

3.2.4. Entry into Specified Licenses. Evidence satisfactory to the Purchasers that the Company has entered into Specified Licenses on terms satisfactory to the Purchasers with total future Monetization Net Revenues from such Specified Licenses equal to not less than 100% of the original principal amount of any Notes issued from and after the First Amendment Effective Date, and either that initial payments under such Specified Licenses have been deposited into the Cash Collateral Account or, if no initial payment is required for the effectiveness of such Specified License, the Collateral Agent has received evidence satisfactory to it in its sole discretion of the effectiveness of such Specified License. In connection with the funding of New Notes on the First Amendment Effective Date, evidence satisfactory to the Purchasers that the initial installment under the Initial Specified License has been received by the Company.

3.2.5. 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.

3.2.6. Fees and Expenses. The expenses of the Purchasers and the Collateral Agent in connection with such issuance or otherwise due hereunder shall have been paid to the extent invoiced as of the proposed issuance date

**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
INVENTERGY GLOBAL, INC.  
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**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, the First Amendment Effective Date and the date of each subsequent issuance of Notes 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.

**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
INVENTERGY GLOBAL, INC.  
IRS EMPLOYER IDENTIFICATION NUMBER 62-1482176  
Confidential treatment requested with respect to certain portions hereof denoted with “\*\*\*”**

4.5. Intellectual Property.

- (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.

**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
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IRS EMPLOYER IDENTIFICATION NUMBER 62-1482176  
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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. The Purchasers have been provided with true and complete copies of all Specified Licenses entered into by the Company as of such date; the applicable Specified License Certification correctly sets forth the projected payments with respect to such Specified Licenses and all Monetization Expenses which the Company is obligated to pay with respect to Monetization Revenues from the Specified Licenses; the Collateral Agent holds a first priority perfected lien with respect to the Company's rights under all such Specified Licenses; such Specified Licenses remain in full force and effect; neither the Company nor any counterparty to such Specified Licenses are in material default of the terms of such Specified License; all payments due to the Company under such Specified Licenses have been timely paid and have been deposited into the Cash Collateral Account; and the Company has timely paid all Monetization Expenses when and as due with respect to such Specified Licenses.

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.



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INVENTERGY GLOBAL, INC.  
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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.

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.

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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.

5.3. Investment Intent. The Purchaser understands that each of the Notes and Warrants, 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 Notes and Warrants as principal for its own account and not with a view to or for distributing or reselling the Notes or Warrants 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 Notes, the Warrants or the shares of Common Stock issuable upon exercise of the Warrants (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 Warrants, 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 Notes and Warrants and, at the present time, is able to afford a complete loss of such investment. The Purchaser understands that its investment in the Notes and Warrants 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 Notes and Warrants and the merits and risks of investing in the Notes and Warrants; (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 Notes and Warrants.

5.6. Reliance on Exemptions. The Purchaser understands that the Notes and Warrants 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 Notes and Warrants.

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**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.

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 15<sup>th</sup> 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.

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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.

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 \*\*\* 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. The Company has established a depository account (the “Cash Collateral Account”) with an institution reasonably acceptable to the Collateral Agent, which Cash Collateral Account is subject to a control agreement 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 15<sup>th</sup> 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.

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.



**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
INVENTERGY GLOBAL, INC.  
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6.12.3. By February 27, 2015, Parent agrees to take all necessary actions to contribute all of its interests in Owner to a newly created Delaware limited liability company and 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 (including information contained within a Specified License) 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.

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.

**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
INVENTERGY GLOBAL, INC.  
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(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.

6.15. Specified Licenses. The Company shall provide the Purchasers with copies of any notices delivered under or with respect to any Specified License, shall provide the Purchasers with prompt written notice of any default under any Specified License, shall not waive or amend any term of any Specified License or agree to any increase in the amount or acceleration of the payment of any Monetization Expenses in each case without the prior written consent of the Majority Purchasers, and shall timely pay all Monetization Expenses when and as due with respect to such Specified License.

**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.

**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
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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, 6.14 or 6.15 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.

7.1.4. 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.

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:

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INVENTERGY GLOBAL, INC.  
IRS EMPLOYER IDENTIFICATION NUMBER 62-1482176  
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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.

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:

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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 an amount equal to 14x the Revenue Stream Basis to the extent that the payments on the Revenue Stream total such amount prior to the Maturity Date and 17x the Revenue Stream Basis 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

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.

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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;

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.

**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
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**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.

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.

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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, teletype, 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.

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.



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**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, and any amendments to any Document, 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 and including the fees and expenses related to the issuance of any Notes, (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 or in connection with any amendment, forbearance, waiver or consent provided under this Agreement or any other Document. 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 that are not otherwise required to be applied to amounts due hereunder. 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 receipt from the Company prior to the Closing Date of the sum of \$45,000 against the expenses referred to in Section 9.1 and of the payment of expenses that were due on the Closing Date in connection with the initial issuance of Notes.

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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.

**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
INVENTERGY GLOBAL, INC.  
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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 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.

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.

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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

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.

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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.

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)).

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IRS EMPLOYER IDENTIFICATION NUMBER 62-1482176  
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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.

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).

**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
INVENTERGY GLOBAL, INC.  
IRS EMPLOYER IDENTIFICATION NUMBER 62-1482176  
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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.

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;

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INVENTERGY GLOBAL, INC.  
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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.

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.

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**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
INVENTERGY GLOBAL, INC.  
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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

**Warrant Purchaser:**

CF DB EZ LLC

/s/ Jason Meyer

By: Jason Meyer

Title: Authorized Signatory

**Collateral Agent:**

DBD Credit Funding LLC

/s/ Jason Meyer

By: Jason Meyer

Title: Authorized Signatory

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

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**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
INVENTERGY GLOBAL, INC.  
IRS EMPLOYER IDENTIFICATION NUMBER 62-1482176  
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**Company:**

INVENTERGY GLOBAL, INC

/s/ Joseph W. Beyers

By: Joseph W. Beyers

Title: Chairman and Chief Executive Officer

INVENTERGY, INC

/s/ Joseph W. Beyers

By: Joseph W. Beyers

Title: Chairman and Chief Executive Officer

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

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**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
INVENTERGY GLOBAL, INC.  
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**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 9x of the Revenue Stream Basis with respect to the Revenue Stream, 46%;
- (b) thereafter, until such time as the Revenue Participants have received 13.5x of the Revenue Stream Basis 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; provided that at all times the Applicable Percentage of Monetization Net Revenues with respect to the Specified Licenses shall be 100%, subject to prior payment of the Note Obligations.

\*\*\*.

“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.

**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
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IRS EMPLOYER IDENTIFICATION NUMBER 62-1482176  
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“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.

**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
INVENTERGY GLOBAL, INC.  
IRS EMPLOYER IDENTIFICATION NUMBER 62-1482176  
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“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 First Amendment (as reflected in this Amended and Restated Revenue Sharing and Note Purchase Agreement as set forth herein), the Guaranty, Collateral Documents, the Subscription Agreement, the Warrants, the Notes, the Voting Agreement, the Proxy, the Certificate of Designation 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.

“First Amendment” means the First Amendment to the Revenue Sharing and Note Purchase Agreement, dated as of February 25, 2015, effective as of February 25, 2015, among the Company, the Collateral Agent and the Purchasers.

“First Amendment Effective Date” means that date after February 25, 2015 when the initial New Notes, the Warrants and the associated increase in the Revenue Stream are issued.

“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).

**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
INVENTERGY GLOBAL, INC.  
IRS EMPLOYER IDENTIFICATION NUMBER 62-1482176  
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“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;

**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
INVENTERGY GLOBAL, INC.  
IRS EMPLOYER IDENTIFICATION NUMBER 62-1482176  
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(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).

“Initial Specified License” means the licensing arrangement reflected on the Specified License Certification delivered in connection with the First Amendment Effective Date and the issuance of the New Note, the Warrant and interests in the Revenue Stream on such date.

“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:

**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
INVENTERGY GLOBAL, INC.  
IRS EMPLOYER IDENTIFICATION NUMBER 62-1482176  
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(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.



**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
INVENTERGY GLOBAL, INC.  
IRS EMPLOYER IDENTIFICATION NUMBER 62-1482176  
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“Monetization Expenses” means, with respect to a Monetization Activity, any (a) contingency fee payments owed by the Company, (b) expenses covered by any contingency law firms retained by the Company and that the Company is obligated to pay; (c) amounts owed by the Company to any prior owners or agents of any patents and patent applications of the 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; and provided further that Monetization Expenses related to the Specified Licenses shall not exceed the amounts and percentages set forth on the applicable Specified Licenses Certification. Notwithstanding the foregoing, the foregoing 40% cap will not apply when the Monetization Activity includes contingency fee payments owed by Company that 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 related to such Monetization Revenues; provided, that in the calculation of Monetization Net Revenues no Monetization Expenses shall be deducted from Monetization Revenues consisting of the final three scheduled installments from the Initial Specified License.

“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. For the avoidance of doubt, the payments to the Company under the Specified Licenses shall constitute Monetization Revenues, except that the Company shall be entitled to retain and shall not be required to apply to the Note Obligations or the Revenue Stream, the initial installment under the Initial Specified License.

“New Notes” has the meaning set forth in the recitals to the Agreement.

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

**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
INVENTERGY GLOBAL, INC.  
IRS EMPLOYER IDENTIFICATION NUMBER 62-1482176  
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“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.

“Original Notes” has the meaning set forth in the recitals to the Agreement.

“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.

“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.

**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
INVENTERGY GLOBAL, INC.  
IRS EMPLOYER IDENTIFICATION NUMBER 62-1482176  
Confidential treatment requested with respect to certain portions hereof denoted with “\*\*\*”**

“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 14x the Revenue Stream Basis and (y) otherwise, up to 17x the Revenue Stream Basis; 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.

“Revenue Stream Basis” means the sum of (x) \*\*\* plus (y) \*\*\*.

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

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

“Specified License Certification” has the meaning set forth in Section 3.2.3.5.

“Specified License” means any licensing arrangement or installment sales arrangements entered into by the Company with respect to the Patents, in each case as set forth on a Specified License Certification and approved by the Majority Purchasers, including the Initial Specified License.

“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.

**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
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IRS EMPLOYER IDENTIFICATION NUMBER 62-1482176  
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**SCHEDULE 2.1  
REVENUE PARTICIPANTS/WARRANT PURCHASERS**

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

Warrant Purchaser	Purchase Price	Percentage held
CF DB EZ LLC	\$40,000	100%

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**SCHEDULE 2.2  
NOTE PURCHASERS**

**Notes issued at Closing:**

Note Purchaser	Purchase Price	Original Principal Amount of Note
DBD Credit Funding LLC	****	\$ 11,000,000

**Notes issued on the First Amendment Effective Date:**

Note Purchaser	Purchase Price	Original Principal Amount of Note
DBD Credit Funding LLC	****	\$ 1,199,500

**Notes issued after the First Amendment Effective Date:**

Note Purchaser	Purchase Price	Original Principal Amount of Notes
DBD Credit Funding LLC	****	Up to \$1,800,500 in aggregate

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SCHEDULE 2.6  
WIRE TRANSFER INSTRUCTIONS

DBD Credit Funding LLC

\*\*\*

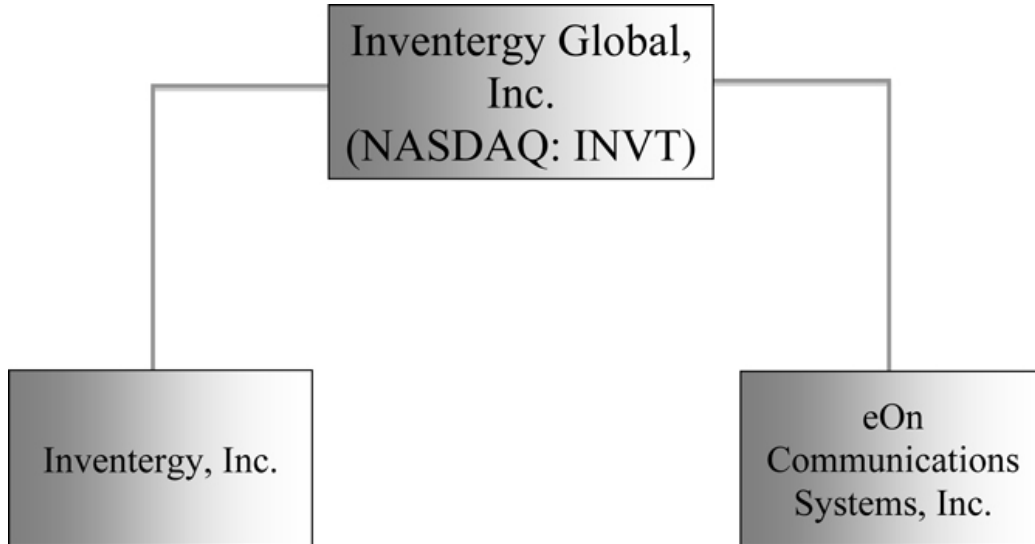
CF DB EZ LLC

\*\*\*

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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.



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**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)

Sonus Networks, Inc., v. Inventergy Global, Inc. and Inventergy, Inc., Case #3-15-cv-0322-JCS, U.S. District Court, Northern District of California, filed January 23, 2015, involving the patents listed below. Inventergy is represented by Novak Druce Connolly Bove + Quigg, LLP and Findlay Craft PC.

7,583,612 (Huawei)  
7,835,352 (Huawei)  
8,185,105 (Huawei)  
8,335,487 (Huawei)  
6,801,542 (Nokia)  
6,904,035 (Nokia)  
7,925,762 (Nokia)

Inventergy, Inc. v. Sonus Networks, Inc., Case #1-15-cv-10207-MLW, U.S. District Court, District of Massachusetts, filed January 26, 2015, involving the patents listed below. Inventergy is represented by Novak Druce Connolly Bove + Quigg, LLP and Findlay Craft PC.

7,583,612 (Huawei)  
7,835,352 (Huawei)  
8,185,105 (Huawei)  
8,335,487 (Huawei)  
6,801,542 (Nokia)  
6,904,035 (Nokia)  
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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

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**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, as extended on October 21, 2014

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**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.

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**SCHEDULE 6.12.4**

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**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, 42<sup>nd</sup> 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

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**SCHEDULE I(a)  
PATENTS**

United States Assets

**1. Panasonic Portfolio**

<b>Portfolio Status</b>	<b>Patent Number</b>	<b>Application Number</b>	<b>Country</b>	<b>Filing Date</b>	<b>Title</b>
Granted	US6726297	US09/462491	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

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<b>Portfolio Status</b>	<b>Patent Number</b>	<b>Application Number</b>	<b>Country</b>	<b>Filing Date</b>	<b>Title</b>
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	US6400929	US09/424843	US	1999/12/06	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
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	US6487394	US09/649003	US	2000/08/28	Radio communication device and method of controlling transmission rate
Granted	US6597894	US09/649006	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	US6973289	US10/057897	US	2002/01/29	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

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<b>Portfolio Status</b>	<b>Patent Number</b>	<b>Application Number</b>	<b>Country</b>	<b>Filing Date</b>	<b>Title</b>
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	US6940428	US10/793737	US	2004/03/08	Apparatus and method for decoding
Granted	US6922159	US10/793766	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
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



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<b>Portfolio Status</b>	<b>Patent Number</b>	<b>Application Number</b>	<b>Country</b>	<b>Filing Date</b>	<b>Title</b>
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

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<b>Portfolio Status</b>	<b>Patent Number</b>	<b>Application Number</b>	<b>Country</b>	<b>Filing Date</b>	<b>Title</b>
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
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

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<b>Portfolio Status</b>	<b>Patent Number</b>	<b>Application Number</b>	<b>Country</b>	<b>Filing Date</b>	<b>Title</b>
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	US14/321185	US14/321185	US	2014/07/01	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	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
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

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<b>Portfolio Status</b>	<b>Patent Number</b>	<b>Application Number</b>	<b>Country</b>	<b>Filing Date</b>	<b>Title</b>
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	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	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
Granted	US6529492	US09/562922	US	2000/05/02	CDMA radio multiplex transmitting device and a CDMA radio multiplex receiving device
Granted	US6370131	US09/576250	US	2000/05/24	CDMA radio multiplex transmitting device and a CDMA radio multiplex receiving device

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<b>Portfolio Status</b>	<b>Patent Number</b>	<b>Application Number</b>	<b>Country</b>	<b>Filing Date</b>	<b>Title</b>
Granted	US6584088	US09/825998	US	2001/04/05	CDMA radio multiplex transmitting device and 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	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	US09/147831	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	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

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<b>Portfolio Status</b>	<b>Patent Number</b>	<b>Application Number</b>	<b>Country</b>	<b>Filing Date</b>	<b>Title</b>
Granted	US7761113	US12/132992	US	2008/06/04	Communication terminal apparatus and base station apparatus
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**

<b>Portfolio Status</b>	<b>Patent Number</b>	<b>Application Number</b>	<b>Country</b>	<b>Filing Date</b>	<b>Title</b>
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 12/170227	US	2008/07/09	Interworking network element, interworking system between the CSI terminal and the IMS terminal and the method thereof

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<b>Portfolio Status</b>	<b>Patent Number</b>	<b>Application Number</b>	<b>Country</b>	<b>Filing Date</b>	<b>Title</b>
Pending	US14/323165	14/323165	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
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

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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
Pending	US20140169563	14/050,768	US	2013/10/10	METHOD FOR ENSURING MEDIA STREAM SECURITY IN IP MULTIMEDIA SUB-SYSTEM
Granted	US8582766	US2007774271A 11774271	US	2007/07/06	METHOD FOR ENSURING MEDIA STREAM SECURITY IN IP MULTIMEDIA SUB-SYSTEM
Granted	US8335487	US11/896389	US	2007/08/31	Method for authenticating user terminal in IP multimedia sub-system
Granted	US7787608	US11/489208	US	2006/07/19	Communications network system for implementing mixed services and method thereof
Granted	US8417240	US13/414770	US	2012/03/08	METHOD, SYSTEM AND APPARATUS FOR USING IMS COMMUNICATION SERVICE IDENTIFIER
Pending	US14/285524	US14/285524	US	2014/05/22	METHOD, SYSTEM AND APPARATUS FOR USING IMS COMMUNICATION SERVICE IDENTIFIER
Granted	US8185105	US12/539890	US	2009/08/12	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
Granted	US8855272	US11/698891	US	2007/01/29	System and method for implementing multimedia calling line identification presentation service



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Pending	US14/507302	US14/507302	US	2014/10/06	System and method for implementing multimedia calling line identification presentation service
Pending	US14/507309	US14/507309	US	2014/10/06	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	US11/875195	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**

<b>Portfolio Status</b>	<b>Patent Number</b>	<b>Application Number</b>	<b>Country</b>	<b>Filing Date</b>	<b>Title</b>
Granted	US7925762	US10/343707	US	2000/08/10	SERVICE & OTHER INFORMATION TRANSFER FROM E.G. VISITED NETWORK TO HOME NETWORK INR00 REFERENCE ARCHITECTURE
Granted	US7623529	US10/398575	US	2001/10/09	NETWORK INITIATED DEREGISTRATION FROM IP MULTIMEDIA SERVICES
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	US10/479457	US	2003/12/02	Accessing IP multimedia subsystem
Granted	US6888828	US09/967927	US	2001/10/02	Accessing IP multimedia subsystem
Granted	US6801542	US09/377263	US	1999/08/19	AN INTER-WORKING UNIT (GATEWAY) BETWEEN AAL2 (ATM) BASED RANAND RTP MULTIPLEXING (IP) BASED RAN IN 3G CELLULAR ACCESS NETWORKS
Granted	US8681751	US11/348896	US	2006/02/07	EXTENDING <STATUS> PRESENCE ATTRIBUTE TO DEFINE REASONING FOR AVAILABILITY CHANGE

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Granted	US6904035	US09/991540	US	2001/11/14	3RD GEN MOBILITY USING SIP
Granted	US7900242	US10/192753	US	2002/07/09	THREE-PARTY AUTHENTICATION AND AUTHORIZATION SCHEME FOR INTERNET PROTOCOLVERSION 6.
Granted	US7917620	US10/614343	US	2003/07/08	EXTENDING THE TRUSTED NETWORK CONCEPT IN IMS
Granted	US7860102	US11/508258	US	2006/08/23	IMS-CS INTERWORKING FOR VIDEO CALLS
Pending	US20080039085	US11/691417	US	2007/03/26	CARRYING TRUSTED NETWORK PROVIDED ACCESS NETWORK INFO IN SIP
Granted	US7796990	US11/520655	US	2006/09/14	DHT-BASED CORE IMS NETWORK
Granted	US7822035	US11/715209	US	2007/03/07	SIP COMMUNICATION SERVICE IDENTIFIERS

**Non-US Assets**

**1. Panasonic Assets**

<b>Portfolio Status</b>	<b>Patent Number</b>	<b>Application Number</b>	<b>Country</b>	<b>Filing Date</b>	<b>Title</b>
Granted	CN1173499	CN99800972.5	CN	1999/05/28	OFDMA signal transmitting apparatus and 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
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	JP3515690	JP15321498	JP	1998/06/02	OFDMA signal transmitter and its 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

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Granted	CN100440762	CN01803504.3	CN	2001/11/14	OFDM communication device
Granted	DE60143934	DE60143934	DE	2001/11/14	OFDM communication device
Granted	DE60143978	DE60143978	DE	2001/11/14	OFDM communication device
Granted	EP1249955	EP01982773	GB	2001/11/14	OFDM communication device
Granted	EP1249955	EP01982773	FR	2001/11/14	OFDM communication device
Granted	EP2161867	EP09178209	GB	2001/11/14	OFDM communication device
Granted	EP2161867	EP09178209	FR	2001/11/14	OFDM communication device
Granted	JP4000057	JP2002543837	JP	2001/11/14	OFDM communication device
Granted	CN100544237	CN03804886.8	CN	2003/08/01	Radio base station apparatus
Granted	DE60325861	DE60325861	DE	2003/08/01	Radio base station apparatus
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	CN200580043160.3	CN	2005/12/14	Re-transmission method and transmitting device for multi-antenna transmission
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	CN200780028893.9	CN	2007/10/12	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

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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	FI	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	JP4903033	JP2006344925	JP	2006/12/21	Wireless communication base station device and wireless communication method
Pending	BR9906339	BR9906339	BR	1999/04/19	Radio communication apparatus and transmission rate control method
Granted	CA2293606	CA2293606	CA	1999/04/19	Radio communication apparatus and transmission rate control method
Granted	CN1130944	CN99800567.3	CN	1999/04/19	Radio communication device and method for controlling transmission rate
Granted	DE69903110	DE69903110	DE	1999/04/19	Radio communication apparatus and transmission rate control method
Granted	DE69914351	DE69914351	DE	1999/04/19	Radio communication apparatus and transmission rate control method
Granted	EP1122965	EP01106695	FR	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	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	EP0986282	EP99913715	FR	1999/04/19	Radio communication device and method of controlling transmission rate
Granted	EP0986282	EP99913715	FI	1999/04/19	Radio communication device and method of controlling transmission rate

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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	ES2214356	ES01106695	ES	1999/04/19	Radio communication device and method of controlling transmission rate
Granted	ES2184430	ES99913715	ES	1999/04/19	Radio communication device and method of controlling transmission rate
Granted	JP4738451	JP2008194038	JP	2008/07/28	Communication terminal apparatus and communication method therefor
Granted	CN1266868	CN01804109.4	CN	2001/11/22	Communication terminal device and decoding method
Granted	JP3399923	JP2000362431	JP	2000/11/29	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	JP3492637	JP2001046559	JP	2001/02/22	Decoding device and decoding method
Granted	KR100727732	KR20057021280	KR	2005/11/09	Decoding device and decoding method
Granted	CN1114324	CN97119237.5	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

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Granted	CA2238358	CA2238358	CA	1997/09/25	Base station apparatus for mobile communication
Granted	CN1175592	CN97191312.9	CN	1997/09/25	Base station equipment for mobile communication
Granted	DE69721224	DE69721224	DE	1997/09/25	Soft handover method in a sectored base station and base station therefor
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.X	CN	1998/02/20	Differential detector with error correcting function
Granted	DE69818323	DE69818323	DE	1998/02/11	Differential detector with error correcting function
Granted	EP0860964	EP98301000	FR	1998/02/11	Differential detector with error correcting function
Granted	EP0860964	EP98301000	GB	1998/02/11	Differential detector with error correcting function
Granted	CN1262083	CN99110630.X	CN	1999/07/23	CDMA radio communication system and its method
Granted	DE69936019	DE69936019	DE	1999/07/21	CDMA radio communication system and method
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	JP3411854	JP19480599	JP	1999/07/08	CDMA radio communication system and method
Granted	JP3411850	JP9142999	JP	1999/03/31	CDMA radio communication system
Granted	CN1170388	CN02105576.9	CN	1998/04/15	Commutation method in CDMA
Granted	CN1086524	CN98106939.8	CN	1998/04/15	Switching over method for CDMA system and base station of mobile station
Granted	DE69817904	DE69817904	DE	1998/04/14	Handover method in a spread spectrum communication system
Granted	DE69824054	DE69824054	DE	1998/04/14	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

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Granted	EP1304899	EP02026952	NL	1998/04/14	Spread spectrum communication system
Granted	EP1304899	EP02026952	SE	1998/04/14	Spread spectrum communication system
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	KR100371837	KR20020030497	KR	2002/05/31	Hand-over method, mobile station apparatus and base station apparatus
Granted	CN1134128	CN99103968.8	CN	1999/03/09	CDMA/TDD mobile communication system and method
Granted	DE69927200	DE69927200	DE	1999/03/04	CDMA/TDD mobile communication system and method
Granted	DE69942350	DE69942350	DE	1999/03/04	CDMA/TDD mobile station and method
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	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
Granted	ES2343414	ES05013391	ES	1999/03/04	CDMA/TDD mobile station and method
Granted	ES2248932	ES99102882	ES	1999/03/04	CDMA/TDD mobile communication system and method
Granted	JP3881770	JP7831798	JP	1998/03/10	System and method for time division duplex CDMA mobile communication
Granted	CN100413233	CN00131890.X	CN	2000/07/05	Communication terminal device and base station device
Granted	DE60026907	DE60026907	DE	2000/07/04	Communication terminal apparatus and base station apparatus
Granted	DE60043953	DE60043953	DE	2000/07/04	CDMA transmitter and receiver using 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

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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	CN101340257	CN200810133840.X	CN	2000/07/05	Communication terminal device and base station device
Granted	CN1233119	CN00119928.5	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	CN99801989.5	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
Granted	NO332385	NO20003476	NO	2000/07/05	Apparatus and method for transmission/reception
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	CN1281009	CN00126839.2	CN	2000/09/06	Apparatus and method for orthogonal frequency division multiplexing communication
Granted	DE60041618	DE60041618	DE	2000/09/06	Multicarrier receiver with selectable demodulators
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	OFDM communication equipment
Granted	CN1153392	CN01800054.1	CN	2001/01/15	Interference signal removing device and interference signal removing method



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Granted	DE60114511	DE60114511	DE	2001/01/15	Interference signal removing device and interference signal removing method
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	CN01102993.5	CN	2001/02/13	Combined signalling and signal interference ratio internal ring power control
Granted	DE60045506	DE60045506	DE	2000/11/21	Inner-loop power control
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	Inner-loop power control
Granted	CN1181625	CN00802695.5	CN	2000/11/27	Communication terminal device and transmit power control method
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	JP3583343	JP2000076032	JP	2000/03/17	Communication terminal, base station unit and transmission power control method
Granted	CN1148895	CN01801884.X	CN	2001/07/02	Base station unit and method for radio communication
Granted	CN1276596	CN200410007371.9	CN	2001/07/02	Base station apparatus and radio communication method
Granted	DE60117263	DE60117263	DE	2001/07/02	Base station unit and method for radio communication
Granted	DE60121055	DE60121055	DE	2001/07/02	Base station apparatus and radio communication method for high-speed data communication

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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	JP4409793	JP2001200184	JP	2001/06/29	Base station equipment and method for radio communication
Granted	JP4359218	JP2004293911	JP	2004/10/06	Base station system and radio communication method
Granted	CN1174588	CN02119390.8	CN	2002/05/15	Grouping receiver and transmission method thereof
Granted	DE60208466	DE60208466	DE	2002/05/15	Method and device for error correction in the static header information of a received packet
Granted	EP1261184	EP02010884	FR	2002/05/15	Method and device for error correction in the static header information of a received packet
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	CN01804070.5	CN	2001/11/27	Radio communication system, base station device and communication terminal accommodated in the system
Granted	DE60106196	DE60106196	DE	2001/11/27	Radio communication system, base station device and communication terminal accommodated in the system
Granted	DE60114671	DE60114671	DE	2001/11/27	Radio communication system, base station and communication terminal
Granted	EP1246492	EP01999126	SE	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	IT	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

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Granted	EP1246492	EP01999126	FR	2001/11/27	Radio communication system, base station device and communication terminal accommodated in the system
Granted	EP1246492	EP01999126	FI	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	Radio communication system, base station device and communication terminal accommodated in the system
Granted	JP3691383	JP2000363649	JP	2000/11/29	Radio communication system, base station device and communication terminal accommodated in the system
Granted	JP3679000	JP2000389473	JP	2000/12/21	Radio base station equipment and radio communication method
Granted	CN1224207	CN02142556.6	CN	2002/08/22	Method and apparatus for automatic request repeat of sending and receiving
Granted	DE60104113	DE60104113	DE	2001/08/22	Multichannel ARQ method and apparatus
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	CN02820398.4	CN	2002/08/07	Transmission/reception apparatus and transmission/reception method
Granted	DE60239543	DE60239543	DE	2002/08/07	Transmission / reception apparatus and transmission / reception method
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	CN02804809.1	CN	2002/11/11	Dispatching device, base station device and wireless communication method
Granted	EP1365617	EP02780065	FR	2002/11/11	Schedule creation apparatus, base station apparatus, and radio communication method

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Granted	EP1365617	EP02780065	DE	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	CN03800915.3	CN	2003/03/19	Method of data retransmission in multi-carrier transmission and communication apparatus having data retransmission control device
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	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	FI	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	JP4287751	JP2003581390	JP	2003/03/19	The data retransmission method in multiple carrier transmitting and the communication device which has the data retransmission control equipment
Granted	CN1266982	CN03800365.1	CN	2003/02/06	Radio communication apparatus and transfer rate decision method
Granted	DE60314588	DE60314588	DE	2003/02/06	Radio communication apparatus and transfer rate decision method
Granted	EP1424869	EP03705051	FR	2003/02/06	Radio communication apparatus and transfer rate decision method

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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	CN03800419.4	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	CN200310102691.8	CN	2003/10/29	Test device, mobile terminal device and test method
Granted	CN1964243	CN200610073263.0	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
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	DE60332146	DE60332146	DE	2003/11/13	Transmitter apparatus and transmitting method
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	CN200380100629.3	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	CN200380103837.9	CN	2003/11/26	Radio reception device and radio reception method

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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	CN200480043975.7	CN	2004/09/13	Automatic retransmission request control system and method in MIMO-OFDM system
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	CN200480000627.1	CN	2004/04/28	CDMA transmitting apparatus, base station device using the same and CDMA transmitting method
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	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
EP-Designated	EP1630993	EP04730067	FI	2004/04/28	CDMA transmitting apparatus and CDMA transmitting method
Granted	JP3799030	JP2003132133	JP	2003/05/09	Device and method for CDMA transmission
Granted	CN100591000	CN200580029870.0	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

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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	JP4838144	JP2006545166	JP	2005/11/18	Communication device, communication system and communication method
Pending	BRPI0515242	BRPI0515242	BR	2005/08/31	Efficient rise over thermal (rot) control during soft handover
Granted	CN101053272	CN200580037780.6	CN	2005/08/31	Efficient rise over thermal (rot) control during soft handover
Granted	DE602004008068	DE602004008068	DE	2004/08/31	Efficient rise over thermal (rot) control during soft handover
Granted	DE602004021447	DE602004021447	DE	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	SE	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	FI	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	EP1838125	EP07011278	FR	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	EP1838125	EP07011278	GB	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	IT	2004/08/31	Efficient rise over thermal (rot) control during soft handover

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Granted	ES2291786	ES04020647	ES	2004/08/31	Method for communicating information relating to scheduling of uplink data transmissions, mobile communication system, base station, wireless network controller, and mobile terminal
Granted	ES2327008	ES07011278	ES	2004/08/31	Efficient rise over thermal (rot) control during soft handover
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
Granted	IN260832	IN601/KOLNP/2007	IN	2007/02/19	Efficient rise over thermal (rot) control during soft handover
Granted	CN101103575	CN200680002338.4	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	CN200680037602.8	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	CN200680054042.7	CN	2006/11/02	Uplink resource allocation in a mobile communication system
Granted	CN102202414	CN201110084678.9	CN	2006/11/02	Uplink resource allocation in a 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	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	FI	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



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Granted	JP5020263	JP2008552689	JP	2006/11/02	Allotment of the uplink resource in the portable communication system
Granted	JP2012157036	JP2012060156	JP	2012/03/16	Uplink resource allocation in mobile communication system
Granted	JP5059982	JP2012132803	JP	2012/06/12	Uplink resource allocation in mobile communication system
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	JP4654298	JP2008534161	JP	2006/09/11	OFDM transmitting device and OFDM receiving device
Granted	JP5009982	JP2009516088	JP	2007/05/25	Multiple carrier transmitting device
Granted	DE69534524	DE69534524	DE	1995/08/16	Synchronisation method and apparatus for a direct sequence spread spectrum communications system
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
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	CN02127365.0	CN	1998/08/27	PN code producing method and device
Granted	CN1094019	CN98118564.9	CN	1998/08/27	PN code generating device and mobile radio communication system
Granted	DE69838572	DE69838572	DE	1998/08/27	PN code generator
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	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	FI	1998/08/27	PN code generation apparatus and method thereof

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EP-Designated	EP1835617	EP07108762	SE	1998/08/27	PN code generation apparatus and method thereof
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
Granted	CA2266104	CA2266104	CA	1998/07/16	CDMA mobile station and CDMA transmission method
Granted	CN100442686	CN03108352.8	CN	1998/07/16	CDMA mobile station equipment and CDMA transmitting method
Granted	CN1109476	CN98801017.8	CN	1998/07/16	CDMA mobile station apparatus and CDMA transmission method
Granted	DE69831726	DE69831726	DE	1998/07/16	CDMA mobile station and CDMA transmission method
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
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	CDMA mobile station apparatus and CDMA transmission method
Granted	JP3655057	JP20964297	JP	1997/07/19	CDMA mobile transmitting device and transmitting method using the device
Granted	CN1167219	CN02102800.1	CN	1998/07/17	CDMA radio communication equipment
Granted	CN100353693	CN200410059002.4	CN	1998/07/17	CDMA radio communication apparatus
Granted	CN1113497	CN98116336.X	CN	1998/07/17	Radio communication terminal apparatus
Granted	DE69825370	DE69825370	DE	1998/07/15	CDMA radio communication apparatus
Granted	DE69839197	DE69839197	DE	1998/07/15	A synchronization method for a CDMA system
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	EP1914904	EP08100709 (DE69843248.7)	DE	1998/07/15	A CDMA radio communication system and a transmission apparatus for such a system

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Granted	EP1914904	EP08100709	FR	1998/07/15	A CDMA radio communication system and a transmission apparatus for such a system
Granted	EP1914904	EP08100709	GB	1998/07/15	A CDMA radio communication system and a transmission apparatus for such a system
Granted	EP1914904	EP08100709	ES	1998/07/15	A CDMA radio communication system and a transmission apparatus for such a system
Granted	EP1914904	EP08100709	IT	1998/07/15	A CDMA radio communication system and a transmission apparatus for such a system
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	ES2301896	ES04012123	ES	1998/07/15	A synchronization method for a CDMA system
Granted	ES2226037	ES98113191	ES	1998/07/15	A CDMA radio communication system and a transmission apparatus for such a system
Granted	CN1158790	CN01802160.3	CN	2001/06/25	Communication terminal apparatus
Granted	CN100364247	CN200410045794.X	CN	2001/06/25	Method for controlling transmission power
Granted	DE60110020	DE60110020	DE	2001/06/25	Communication terminal apparatus
Granted	DE60116907	DE60116907	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	DE60147140	EP05025574	DE	2001/06/25	Communication terminal apparatus
Granted	JP3426194	JP2000231256	JP	2000/07/31	Base station device, communication terminal device, and communication method
Granted	JP4511783	JP2002367259	JP	2002/12/18	Base station equipment, communication terminal unit, 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

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Granted	JP4431191	JP2009197230	JP	2009/08/27	Radio communication system and radio communication method
Granted	CN100469169	CN01802181.6	CN	2001/08/02	Communication terminal device and radio communication method
Granted	DE60134208	DE60134208	DE	2001/08/02	Communication terminal, base station device, and radio communication method
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
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
Granted	JP3426200	JP2000285405	JP	2000/09/20	Communication terminal device, 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	JP4536821	JP2009197376	JP	2009/08/27	Transmission apparatus, receiving apparatus and wireless communication system
Granted	CN101489250	CN200910008458A	CN	2001/02/08	Communication terminal device and radio communication method

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**2. Huawei Assets**

<b>Portfolio Status</b>	<b>Patent Number</b>	<b>Application Number</b>	<b>Country</b>	<b>Filing Date</b>	<b>Title</b>
Pending	BRPI0614848	BRPI614848A	BR	2006/07/26	Method, system and equipment for processing sip requests in IMS network
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	IN254557	IN2008CN454A	IN	2008/01/28	Method, system and equipment for processing sip requests in IMS network
Granted	EP1755310	EP2006254341A	IT	2006/08/18	Methods and apparatuses for processing SIP requests in an IMS network comprising an AS
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
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	CN1964365	CN200510101368.8	CN	2005/11/11	Method for switching terminal status in media gateway

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Granted	CN101156398	CN200680011910.3	CN	2006/10/24	Method and system for switching terminal state of 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
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	CN1941774	CN200510108128.0	CN	2005/09/29	Method and system for realizing public user mark carrier
Granted	CN1941739	CN200510108129.5	CN	2005/09/29	Method and system for allocating and using user mark

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<b>Portfolio Status</b>	<b>Patent Number</b>	<b>Application Number</b>	<b>Country</b>	<b>Filing Date</b>	<b>Title</b>
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	CN1758649	CN200410079321.1	CN	2004/10/05	Method of interconnected protocol network communicating between different edition network
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
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

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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
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



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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
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

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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 parmer 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
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

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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
Granted	AU2003271027	AU2003271027A	AU	2003/09/22	A network security authentication method
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

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Granted	CN100461942	CN200510071538.2	CN	2005/05/27	Method for selecting safety mechanism of IP multimedia subsystem access field
Granted	DE602006007648.7	DE602006007648T	DE	2006/04/03	A METHOD FOR IMPLEMENTING THE ACCESS DOMAIN SECURITY OF AN IP MULTIMEDIA SUBSYSTEM
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
Pending	TH82550	TH82550	TH	2006/05/25	Method for Implementing Access
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
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

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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	AR50123	ARP20050103360A	AR	2005/08/11	Communications network system for implementing mixed services and method thereof
Granted	BR200507677	BRPI507677A	BR	2005/08/11	Communications network system for implementing mixed services and method thereof
Granted	ID0024111	IDW-00200602090	ID	2005/08/11	Method and system for realizing short message intercommunication based on mixed telephone number
Granted	IN246930	IN2006CN4422A	IN	2006/12/01	Method and system for realizing short message intercommunication based on mixed telephone number
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

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<b>Portfolio Status</b>	<b>Patent Number</b>	<b>Application Number</b>	<b>Country</b>	<b>Filing Date</b>	<b>Title</b>
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	RU2434351	RU2009134133A	RU	2007/11/19	METHOD, SYSTEM AND APPARATUS FOR USING IMS COMMUNICATION SERVICE IDENTIFIER IN 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

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Granted	EP1881689	EP2007702308A	GB	2007/02/08	A METHOD AND DEVICE FOR PERCEIVING THE USER TRIGGERING A SUPPLEMENTARY SERVICE
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	CN102394863	CN201110266055.3	CN	2006/02/24	System and method for realizing colour image business

**FOIA CONFIDENTIAL TREATMENT REQUEST BY  
INVENTERGY GLOBAL, INC.  
IRS EMPLOYER IDENTIFICATION NUMBER 62-1482176  
Confidential treatment requested with respect to certain portions hereof denoted with “\*\*\*\*”**

<b>Portfolio Status</b>	<b>Patent Number</b>	<b>Application Number</b>	<b>Country</b>	<b>Filing Date</b>	<b>Title</b>
Granted	EP1826985	EP2007101173A	DE	2007/01/25	System and method for implementing multimedia calling line identification presentation service
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
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
Granted	EP2120440	EP2008706632A	DE	2008/02/03	A METHOD, TERMINAL AND SYSTEM FOR IMPLEMENTING VIDEO BINDING IN A VOICE COMMUNICATION NETWORK



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 IRS EMPLOYER IDENTIFICATION NUMBER 62-1482176  
 Confidential treatment requested with respect to certain portions hereof denoted with “\*\*\*\*”**

<u>Portfolio Status</u>	<u>Patent Number</u>	<u>Application Number</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title</u>
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

**3. Nokia Assets**

<u>Portfolio Status</u>	<u>Patent Number</u>	<u>Application Number</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title</u>
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

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 IRS EMPLOYER IDENTIFICATION NUMBER 62-1482176  
 Confidential treatment requested with respect to certain portions hereof denoted with “\*\*\*\*”**

<b>Portfolio Status</b>	<b>Patent Number</b>	<b>Application Number</b>	<b>Country</b>	<b>Filing Date</b>	<b>Title</b>
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
Granted	CN100473217	CN01817056.0	CN	2001/10/09	Communication network system and network device thereof and method of providing communication
Granted	CN1984375	CN 200610156229	CN	2001/10/09	Communication network system and network device thereof and method of providing communication
Granted	HK1107890	7113522.3	HK	2007/12/12	Communication network system and network device thereof and method of providing communication
Granted	AT1346558	EP00987457.9	AT	2000/12/22	PREPAID SERVER
Pending	BRPI0017382	BRPI0017382.7	BR	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
Granted	DE60109066	EP01929406.5	DE	2001/03/05	MULTIPLEXING SIP CALL CONTROL CONTENT OVER SUCCESSIVE SIP MESSAGES

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<b>Portfolio Status</b>	<b>Patent Number</b>	<b>Application Number</b>	<b>Country</b>	<b>Filing Date</b>	<b>Title</b>
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 RANAND RTP MULTIPLEXING (IP) BASED RAN IN 3G CELLULAR ACCESS NETWORKS
Pending	BRPI0614221	BRPI0614221.4	BR	2006/07/11	EXTENDING <STATUS> PRESENCE ATTRIBUTE TO DEFINE REASONING FOR AVAILABILITY CHANGE
Granted	CN101223756B	CN200680025371.9	CN	2006/07/11	EXTENDING <STATUS> PRESENCE ATTRIBUTE TO DEFINE REASONING FOR AVAILABILITY CHANGE
Pending	IDW00200800123	IDW00200800123	ID	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
Pending	VN1-2008-00326	VN1-2008-00326	VN	2006/07/11	EXTENDING <STATUS> PRESENCE ATTRIBUTE TO DEFINE REASONING FOR AVAILABILITY CHANGE

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<b>Portfolio Status</b>	<b>Patent Number</b>	<b>Application Number</b>	<b>Country</b>	<b>Filing Date</b>	<b>Title</b>
Granted	ZA200800233	ZA2008/0233	ZA	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
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	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

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<b>Portfolio Status</b>	<b>Patent Number</b>	<b>Application Number</b>	<b>Country</b>	<b>Filing Date</b>	<b>Title</b>
Pending	IN200403049	IN03049/CHENP/2004	IN	2004/02/17	EXTENDING THE TRUSTED NETWORK CONCEPT IN IMS
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
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
Pending	IN200605988	IN5988/DELNP/2006	IN	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
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	GB	2007/01/22	IMS-CS INTERWORKING FOR VIDEO CALLS
Pending	IN200806684	IN6684/DELNP/2008	IN	2007/01/22	IMS-CS INTERWORKING FOR VIDEO CALLS
Granted	EP1987649	EP07700656.7	NL	2007/01/22	IMS-CS INTERWORKING FOR VIDEO CALLS
Granted	SG145112	SG200805775.4	SG	2007/01/22	IMS-CS INTERWORKING FOR VIDEO CALLS
Pending	TH0701000284	TH0701000284	TH	2007/01/23	IMS-CS INTERWORKING FOR VIDEO CALLS
Granted	EP1987649	EP07700656.7	CH	2007/01/22	IMS-CS INTERWORKING FOR VIDEO CALLS
Granted	EP1987649	EP07700656.7	IE	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	LU	2007/01/22	IMS-CS INTERWORKING FOR VIDEO CALLS
Granted	EP1987649	EP07700656.7	LI	2007/01/22	IMS-CS INTERWORKING FOR VIDEO CALLS

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<b>Portfolio Status</b>	<b>Patent Number</b>	<b>Application Number</b>	<b>Country</b>	<b>Filing Date</b>	<b>Title</b>
Granted	RU2408998	RU2008132295A	RU	2007/01/22	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	IN08619/DELNP/08	IN08619/DELNP/08	IN	2008/10/14	CARRYING TRUSTED NETWORK PROVIDED
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-2  
Original Principal Amount: \$1,199,500  
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 ORIGINALLY DATED AS OF OCTOBER 1, 2014 AND AMENDED AND RESTATED AS OF FEBRUARY 25, 2015, 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-2  
Original Principal Amount: \$1,199,500

Issue Date: February 25, 2015

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"), originally dated as of October 1, 2014 and Amended and Restated as of February 25, 2015, 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 February 25, 2015.

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Senior Note N-2  
Original Principal Amount: \$1,199,500  
Holder: DBD Credit Funding LLC

The Adjusted Principal Amount of this Note is equal to the sum of (x) \$1,199,500, plus (y) any PIK Interest, in accordance with the Agreement, minus (z) any prior principal amounts paid with respect to this Note.

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.]

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

INVENTERGY, INC.

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

*Signature Page to Note*

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## *Consulting Engagement Agreement*

This Consulting Engagement Agreement (the "Agreement") is made effective as of April 20, 2015 (the "Commencement Date") between The Brenner Group, Inc., a Delaware corporation, with its principal place of business located at 19200 Stevens Creek Blvd., Suite 200, Cupertino, CA 95014-2530 ("Consultant") and Inventergy, Inc., a Delaware corporation, with its principal place of business located at 900 Hamilton Avenue, Suite 180, Campbell, CA 95008 ("Client").

### RECITALS

- A. Consultant is in the business of providing management services to client companies in all areas of business operations.
- B. Client is in need of assistance in the form provided by Consultant.
- C. Consultant and Client desire to enter into a consulting arrangement upon the terms and conditions set forth herein.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **ENGAGEMENT:** Client agrees to engage Consultant under the terms of this Agreement, and Consultant agrees to accept such engagement. Consultant, or its representative shall be available to Client according to the time or the projects specified in Exhibit A, attached hereto and made a part of this Agreement by reference herein.
2. **TERM AND TERMINATION:** Consultant's engagement pursuant to this Agreement shall commence on April 20, 2015 and continue until April 30, 2016, unless terminated earlier, as provided herein (the "Term"). At the end of the Term, this Agreement shall automatically be extended for periods of three (3) months each, unless one party gives the other party one (1) months' notice of their intent to not extend the Agreement. Other than for the reasons described in Section 4, below, either party may terminate this Agreement during the Term, or any extensions thereof, by giving the other party one (1) months' written notice of their intent to so terminate.
3. **COMPENSATION:** As compensation for services rendered by Consultant pursuant to this Agreement, Client shall pay Consultant the sum(s) as shown on Exhibit A, plus reimbursement for any expenses incurred on Client's behalf. If Consultant uses an automobile on Client's behalf, Client shall reimburse Consultant for actual miles traveled at the rate of \$0.58 per mile. For on-site engagements of less than four (4) hours, Consultant shall invoice Client for travel time to and from Client's premises (or other designated meeting site as defined by Client). Client and Consultant agree that Exhibit A may be modified from time to time, and such modifications shall be made a part of this Agreement when executed by both parties.

4. **PERSONNEL:** Client and Consultant agree that Consultant is not in the business of providing a recruiting or placement service for permanent positions. However, if Client wishes to offer employment to any of Consultant's representatives, and if the representative wishes to accept such employment, Consultant has the right to invoice Client, and Client will promptly pay, a fee as shown in the following table:

<b>Period after the Effective Date of the Agreement</b>	<b>% of estimated first year's compensation**</b>
Within the first six (6) months	100%
Between seven (7) months and nine (9) months	85%
After the commencement of the tenth (10th) month	70%

\*\* For purposes of this Agreement, "estimated first year's compensation" shall be defined to include first year's annualized salary, first year's estimated annualized bonus, and number of shares of Client's stock to be vested to Consultant's representative by the first anniversary of representative's employment by Client. In the case of equity, a warrant shall be issued to Consultant for the percentage of representative's shares, at the same price as those as the representative. Equity considered "vested" shall be determined as a function of the passage of time (i.e. disregarding cliffs and other vesting deferral mechanisms built into the representative's option plan).

Client and Consultant also agree that the Client shall not offer any of Consultant's Representative (including all Exhibits, and whether or not Consultant's Representative remains an employee of Consultant) a consulting or other non-permanent form of employment or engagement within twenty- four (24) months of termination of Client's engagement with Consultant, without obtaining the express and written consent of Consultant. In the absence of this approval, Consultant has the right to invoice Client, and Client will promptly pay, a fee equal to 100% of the total amount paid by Client to the Consultant's former Representative for the greater of the duration of the project or until the time which is twenty-four (24) months after the termination of the Agreement.

5. **INVOICING AND PAYMENT:** Consultant shall invoice Client as of the fifteenth and last day of each month for services performed pursuant to this Agreement. Client shall pay Consultant's invoice, in full, within five (5) business days of the date of Consultant's invoice. If Client does not pay Consultant pursuant to these terms, Consultant shall have the right to receive a retainer, as described in Paragraph 6, below.
6. **RETAINER:** If Consultant has the right, pursuant to Paragraph 5, above, to receive a retainer from Client, and further, if Consultant requests such retainer, Client shall pay Consultant a retainer (the "Retainer") upon written demand from Consultant. Such retainer shall approximate Consultant's best estimate of one half months' worth of Consultant's charges working on Client's matters. Client agrees that such retainer shall be replenished to an amount equal to the following one half month's projected amount due for projected services during such period. Any retainer remaining shall be applied against the final invoice pursuant to this Agreement.

7. STATUS: Consultant is engaged by Client as an independent contractor, and not as an employee. As such, Consultant is solely responsible for and will make proper and timely payment of any and all taxes on amounts paid by Client, including, if applicable, estimated state and federal income taxes, self-employment taxes, state disability insurance taxes and the like. Neither Consultant nor Consultant's Representative will receive or participate in any of Client's employee health insurance or any other employee fringe benefit programs, and Consultant will not be covered by Client's workers' compensation and other insurance policies.
8. PROPRIETARY INFORMATION AND INVENTIONS: Consultant understands that certain proprietary information of Client's may be disclosed to Consultant during the term of this Agreement. Unless such information was known to Consultant prior to such disclosure, or becomes part of the public domain, or disclosure is required by government-compelled process, Consultant agrees not to disclose such information to third parties for a period of twenty four months, without prior written consent of the Client. Consultant acknowledges that, if requested by Client, Consultant will sign an additional and separate Non-Disclosure Agreement with Client.
9. NO AUTHORITY: Consultant does not have, and is not granted by this Agreement, any express or implied right or authority to assume or create any obligations on behalf of, or in the name of, Client; or to bind Client to, or enter into, directly or indirectly, any contract, agreement or undertaking with any third party. If Client wishes to grant such authority to Consultant, Client shall issue such authority to Consultant in writing prior to Consultant taking any such action.
10. INDEMNITY: Client shall offer the same level of indemnification to Consultant as Client would normally provide to its officers and directors, including such resolutions by its Board of Directors as are customary regarding officer and director indemnification. Client shall cause Consultant, and Consultant's Representative #1 to be named as a named insureds on it Directors and Officer's Liability policy.
11. MISCELLANEOUS:
  - A. ASSIGNMENT: This Agreement may not be assigned by either party hereto without the prior written consent of the other.
  - B. ADDITIONAL PERSONNEL: Consultant may use additional personnel to support the requirements of Client under this Agreement. The additional personnel will only be used after Client has agreed in writing to: (a) such addition; (b) the compensation for such addition; (c) the term of such addition, and (d) such addition is made a part of this Agreement by an amendment to Exhibit A and executed by both parties.
  - C. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

D. NOTICES: All notices hereunder shall be in writing, and shall be deemed given upon personal delivery or upon placing in the United States postal service First Class delivery system, to the addresses set forth below:

**If to Consultant:**

Richard M. Brenner  
Chief Executive Officer  
The Brenner Group, Inc.  
19200 Stevens Creek Blvd., St. 200  
Cupertino, CA 95014-2530

**If to Client:**

Joe Beyers  
Chairman and Chief Executive Officer  
Inventergy, Inc.  
900 Hamilton Avenue, Suite 180  
Campbell, CA 95008

Either party may change its notice address by written notice to the other in accordance herewith.

E. AMENDMENT; ENTIRE AGREEMENT: This Agreement may be amended only in writing, and signed by both parties. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and expressly terminates and supersedes any and all oral and or written understandings and agreements with regard to such subject matter.

F. ATTORNEYS' FEES: If any action is brought hereunder, the prevailing party shall be entitled to reasonable attorneys' fees to be fixed by the court in such action.

G. PARTIAL INVALIDITY: If any provision of this Agreement is found to be invalid by any court or other authority, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this 20<sup>th</sup> day of April, 2015, to be effective as of twentieth day of April, 2015.

**Consultant:**

**The Brenner Group, Inc.**

/s/ Richard M. Brenner

Signature

Richard M. Brenner

Name

President and Chief Executive Officer

Title

**Client:**

**Inventergy, Inc.**

/s/ Joseph W. Beyers

Signature

Joseph W. Beyers

Name

Chairman and Chief Executive Officer

Title

**Exhibit A**

**The Assignment shall be defined as:**

- Consultant # 1 shall assist Client by acting as Client's Chief Financial Officer, including all duties and authorities normally associated with such position.
- Consultant #2 shall assist Client by acting as Client's interim Controller, including all duties and authorities normally associated with such position.
- Consultant shall assist Client in such other matters as Client may reasonably request.

**Consultant's rates for such services:**

	<u>Consultant's Representative</u>	<u>Rate</u>
1.	John Niedermaier, or equivalent	\$275 per hour
2.	Cheryl Kudelka, or equivalent	\$200 per hour

**IN WITNESS WHEREOF**, the parties have executed this Agreement this 20<sup>th</sup> day of April, 2015, to be effective as of twentieth day of April, 2015.

**Consultant:**

**The Brenner Group, Inc.**

/s/ Richard M. Brenner

Signature

Richard M. Brenner

Name

President and Chief Executive Officer

Title

**Client:**

**Inventergy, Inc.**

/s/ Joseph W. Beyers

Signature

Joseph W. Beyers

Name

Chairman and Chief Executive Officer

Title

**Inventergy Global, Inc. 2014 Stock Plan:**

**Summary of Stock Grant (for Services)**

The Transferee is acquiring shares (the "Transferred Shares") of common stock of Inventergy Global, Inc. (the "Company") on the following terms:

Name of Transferee:                    «Name»

Total Number of Transferred Shares: «TotalShares»

Date of Transfer:                       «DateTransfer»

Vesting Commencement Date:       «VestComDate»

Vesting Schedule:                    The Forfeiture Condition shall lapse with respect to the first «Percent»% of the Transferred Shares when the Transferee completes «CliffPeriod» months of continuous Service beginning with the Vesting Commencement Date set forth above. The Forfeiture Condition shall lapse with respect to an additional «Fraction»% of the Transferred Shares when the Transferee completes each month of continuous Service thereafter.

By signing below, the Transferee and the Company agree that the acquisition of the Transferred Shares is governed by the terms and conditions of the Inventergy Global, Inc. 2014 Stock Plan (the "Plan") and the Stock Grant Agreement. Both of these documents are attached to, and made a part of, this Summary of Stock Grant. The Transferee agrees to accept by email all documents relating to the Company, the Plan or this grant and all other documents that the Company is required to deliver to its security holders (including, without limitation, disclosures that may be required by the Securities and Exchange Commission). The Transferee also agrees that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a website, it shall notify the Transferee by email of their availability. The Transferee acknowledges that he or she may incur costs in connection with electronic delivery, including the cost of accessing the internet and printing fees, and that an interruption of internet access may interfere with his or her ability to access the documents. This consent shall remain in effect until the Transferee gives the Company written notice that it should deliver paper documents.

**Transferee:**

**Inventergy Global, Inc.**

\_\_\_\_\_  
Address for Mailing Stock Certificate:  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_



**Inventergy Global, Inc. 2014 Stock Plan:**

**Stock Grant Agreement (for Services)**

**SECTION 1. ACQUISITION OF SHARES.**

(a) **Transfer.** On the terms and conditions set forth in the Summary of Stock Grant and this Agreement, the Company agrees to transfer to the Transferee the number of Transferred Shares set forth in the Summary of Stock Grant. The transfer shall occur at the offices of the Company on the date of transfer set forth in the Summary of Stock Grant or at such other place and time as the parties may agree.

(b) **Consideration.** The Transferee and the Company agree that the Transferred Shares are being issued to the Transferee as consideration for a portion of the services performed by the Transferee for the Company. The value of such portion is agreed to be not less than 100% of the Fair Market Value of the Transferred Shares.

(c) **Stock Plan and Defined Terms.** The transfer of the Transferred Shares is subject to the Plan, a copy of which the Transferee acknowledges having received. The provisions of the Plan are incorporated into this Agreement by this reference. Except as otherwise defined in this Agreement (including without limitation Section 11 hereof), capitalized terms shall have the meaning ascribed to such terms in the Plan.

**SECTION 2. FORFEITURE CONDITION.**

(a) **Scope of Forfeiture Condition.** All Transferred Shares initially shall be Restricted Shares and shall be subject to forfeiture to the Company. The Transferee shall not transfer, assign, encumber or otherwise dispose of any Restricted Shares without the Company's written consent, except as provided in the following sentence. The Transferee may transfer Restricted Shares to one or more members of the Transferee's Immediate Family or to a trust established by the Transferee for the benefit of the Transferee and/or one or more members of the Transferee's Immediate Family, provided in either case that the Transferee agrees in writing on a form prescribed by the Company to be bound by all provisions of this Agreement. If the Transferee transfers any Restricted Shares, then this Agreement shall apply to the Subsequent Transferee to the same extent as to the Transferee.

(b) **Vesting.** The Forfeiture Condition shall lapse and the Restricted Shares shall become vested in accordance with the vesting schedule set forth in the Summary of Stock Grant.

(c) **Execution of Forfeiture.** The Forfeiture Condition shall be applicable only if the Transferee's Service terminates for any reason, with or without cause, including (without limitation) death or disability, before all Restricted Shares have become vested. In the event that the Transferee's Service terminates for any reason, the certificate(s) representing any remaining Restricted Shares shall be delivered to the Company. The Company shall make no payment for Restricted Shares that are forfeited.

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(d) **Additional or Exchanged Securities and Property.** In the event of a merger or consolidation of the Company, a sale of all or substantially all of the Company's stock or assets, any other corporate reorganization, the declaration of a stock dividend, the declaration of an extraordinary dividend payable in a form other than stock, a spin-off, a stock split, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company's outstanding securities, any securities or other property (including cash or cash equivalents) that are by reason of such transaction exchanged for, or distributed with respect to, any Restricted Shares or into which such Restricted Shares thereby become convertible shall immediately be subject to the Forfeiture Condition. Appropriate adjustments to reflect the exchange or distribution of such securities or property shall be made to the number and/or class of the Restricted Shares.

(e) **Termination of Rights as Stockholder.** If Restricted Shares are forfeited in accordance with this Section 2, then the person who is to forfeit such Restricted Shares shall no longer have any rights as a holder of such Restricted Shares. Such Restricted Shares shall be deemed to have been forfeited in accordance with the applicable provisions hereof, whether or not the certificate(s) therefor have been delivered as required by this Agreement.

(f) **Escrow.** Upon issuance, the certificates for Restricted Shares shall be deposited in escrow with the Company to be held in accordance with the provisions of this Agreement. Any new, substituted or additional securities or other property described in Subsection (d) above shall immediately be delivered to the Company to be held in escrow, but only to the extent the Transferred Shares are at the time Restricted Shares. All regular cash dividends on Restricted Shares (or other securities at the time held in escrow) shall be paid directly to the Transferee and shall not be held in escrow. Restricted Shares, together with any other assets or securities held in escrow hereunder, shall be (i) surrendered to the Company for forfeiture and cancellation in the event that the Forfeiture Condition or Right of First Refusal applies or (ii) released to the Transferee upon the Transferee's request to the extent the Transferred Shares are no longer Restricted Shares (but not more frequently than once every six months). In any event, all Transferred Shares that have vested (and any other vested assets and securities attributable thereto) shall be released within 60 days after the earlier of (i) the termination of the Transferee's Service or (ii) the lapse of the Right of First Refusal.

(g) **Part-Time Employment and Leaves of Absence.** If the Transferee commences working on a part-time basis, then the Company may adjust the vesting schedule set forth in the Summary of Stock Grant. If the Transferee goes on a leave of absence, then the Company may adjust the vesting schedule set forth in the Summary of Stock Grant in accordance with the Company's leave of absence policy or the terms of such leave. Except as provided in the preceding sentence, Service shall be deemed to continue while the Transferee is on a *bona fide* leave of absence, if (i) such leave was approved by the Company in writing and (ii) continued crediting of Service is expressly required by the terms of such leave or by applicable law (as determined by the Company). Service shall be deemed to terminate when such leave ends, unless the Transferee immediately returns to active work.

### SECTION 3. RIGHT OF FIRST REFUSAL.

(a) **Right of First Refusal.** In the event that the Transferee proposes to sell, pledge or otherwise transfer to a third party any Transferred Shares, or any interest in Transferred Shares, the Company shall have the Right of First Refusal with respect to all (and not less than all) of such Transferred Shares. If the Transferee desires to transfer Transferred Shares, the Transferee shall give a written Transfer Notice to the Company describing fully the proposed transfer, including the number of Transferred Shares proposed to be transferred, the proposed transfer price, the name and address of the proposed Subsequent Transferee and proof satisfactory to the Company that the proposed sale or transfer will not violate any applicable federal, State or foreign securities laws. The Transfer Notice shall be signed both by the Transferee and by the proposed Subsequent Transferee and must constitute a binding commitment of both parties to the transfer of the Transferred Shares. The Company shall have the right to purchase all, and not less than all, of the Transferred Shares on the terms of the proposal described in the Transfer Notice (subject, however, to any change in such terms permitted under Subsection (b) below) by delivery of a notice of exercise of the Right of First Refusal within 30 days after the date when the Transfer Notice was received by the Company.

(b) **Transfer of Shares.** If the Company fails to exercise its Right of First Refusal within 30 days after receiving the Transfer Notice, the Transferee may, not later than 90 days after the Company received the Transfer Notice, conclude a transfer of the Transferred Shares subject to the Transfer Notice on the terms and conditions described in the Transfer Notice, provided that any such sale is made in compliance with applicable federal, State and foreign securities laws and not in violation of any other contractual restrictions to which the Transferee is bound. Any proposed transfer on terms and conditions different from those described in the Transfer Notice, as well as any subsequent proposed transfer by the Transferee, shall again be subject to the Right of First Refusal and shall require compliance with the procedure described in Subsection (a) above. If the Company exercises its Right of First Refusal, the parties shall consummate the sale of the Transferred Shares on the terms set forth in the Transfer Notice within 60 days after the Company received the Transfer Notice (or within such longer period as may have been specified in the Transfer Notice); provided, however, that in the event the Transfer Notice provided that payment for the Transferred Shares was to be made in a form other than cash or cash equivalents paid at the time of transfer, the Company shall have the option of paying for the Transferred Shares with cash or cash equivalents equal to the present value of the consideration described in the Transfer Notice.

(c) **Additional or Exchanged Securities and Property.** In the event of a merger or consolidation of the Company, a sale of all or substantially all of the Company's stock or assets, any other corporate reorganization, a stock split, the declaration of a stock dividend, the declaration of an extraordinary dividend payable in a form other than stock, a spin-off, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company's outstanding securities, any securities or other property (including cash or cash equivalents) that are by reason of such transaction exchanged for, or distributed with respect to, any Transferred Shares subject to this Section 3 shall immediately be subject to the Right of First Refusal. Appropriate adjustments to reflect the exchange or distribution of such securities or property shall be made to the number and/or class of the Transferred Shares subject to this Section 3.

(d) **Termination of Right of First Refusal**. Any other provision of this Section 3 notwithstanding, in the event that the Stock is readily tradable on an established securities market when the Transferee desires to transfer Transferred Shares, the Company shall have no Right of First Refusal, and the Transferee shall have no obligation to comply with the procedures prescribed by Subsections (a) and (b) above.

(e) **Permitted Transfers**. This Section 3 shall not apply to (i) a transfer by beneficiary designation, will or intestate succession or (ii) a transfer to one or more members of the Transferee's Immediate Family or to a trust established by the Transferee for the benefit of the Transferee and/or one or more members of the Transferee's Immediate Family, provided in either case that the Transferee agrees in writing on a form prescribed by the Company to be bound by all provisions of this Agreement. If the Transferee transfers any Transferred Shares, either under this Subsection (e) or after the Company has failed to exercise the Right of First Refusal, then this Agreement shall apply to the Subsequent Transferee to the same extent as to the Transferee.

(f) **Termination of Rights as Stockholder**. If the Company makes available, at the time and place and in the amount and form provided in this Agreement, the consideration for the Shares to be purchased in accordance with this Section 3, then after such time the person from whom such Shares are to be purchased shall no longer have any rights as a holder of such Shares (other than the right to receive payment of such consideration in accordance with this Agreement). Such Shares shall be deemed to have been purchased in accordance with the applicable provisions hereof, whether or not the certificate(s) therefor have been delivered as required by this Agreement.

(g) **Assignment of Right of First Refusal**. The Board of Directors may freely assign the Company's Right of First Refusal, in whole or in part. Any person who accepts an assignment of the Right of First Refusal from the Company shall assume all of the Company's rights and obligations under this Section 3.

#### **SECTION 4. OTHER RESTRICTIONS ON TRANSFER.**

(a) **Transferee Representations**. In connection with the issuance and acquisition of Shares under this Agreement, the Transferee hereby represents and warrants to the Company as follows:

(i) The Transferee is acquiring and will hold the Transferred Shares for investment for his or her account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act.

(ii) The Transferee understands that the Transferred Shares have not been registered under the Securities Act by reason of a specific exemption therefrom and that the Transferred Shares must be held indefinitely, unless their sale or other transfer is subsequently registered under the Securities Act or the Transferee obtains an opinion of counsel, in form and substance satisfactory to the Company and its counsel, that such registration is not required. The Transferee further acknowledges and understands that the Company is under no obligation to register the Transferred Shares.

(iii) The Transferee is aware of Rule 144 under the Securities Act, which permits limited public resales of securities acquired in a non-public offering, subject to the satisfaction of certain conditions. These conditions may include (without limitation) that certain current public information about the issuer be available, that the resale occur only after a holding period required by Rule 144 has been satisfied, that the sale occur through an unsolicited "broker's transaction," and that the amount of securities being sold during any three-month period not exceed specified limitations. The Transferee acknowledges and understands that the conditions for resale set forth in Rule 144 have not been satisfied as of the Date of Transfer and that the Company is not required to take action to satisfy any such conditions.

(iv) The Transferee will not sell, transfer or otherwise dispose of the Transferred Shares in violation of the Securities Act, the Exchange Act, or the rules promulgated thereunder, including Rule 144 under the Securities Act. The Transferee agrees that he or she will not dispose of the Transferred Shares unless and until he or she has complied with all requirements of this Agreement applicable to the disposition of Transferred Shares and he or she has provided the Company with written assurances, in substance and form satisfactory to the Company, that (A) the proposed disposition does not require registration of the Transferred Shares under the Securities Act or all appropriate action necessary for compliance with the registration requirements of the Securities Act or with any exemption from registration available under the Securities Act (including Rule 144) has been taken and (B) the proposed disposition will not result in the contravention of any transfer restrictions applicable to the Transferred Shares under applicable state law.

(v) The Transferee has received and has had access to such information as he or she considers necessary or appropriate for deciding whether to invest in the Transferred Shares, and the Transferee has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the issuance of the Transferred Shares.

(vi) The Transferee is aware that his or her investment in the Company is a speculative investment that has limited liquidity and is subject to the risk of complete loss. The Transferee is able, without impairing his or her financial condition, to hold the Transferred Shares for an indefinite period and to suffer a complete loss of his or her investment in the Transferred Shares.

(b) **Securities Law Restrictions.** Regardless of whether the offer and sale of Shares under the Plan have been registered under the Securities Act or have been registered or qualified under the securities laws of any State or other relevant jurisdiction, the Company at its discretion may impose restrictions upon the sale, pledge or other transfer of the Transferred Shares (including the placement of appropriate legends on the stock certificates (or electronic equivalent) or the imposition of stop-transfer instructions) and may refuse to transfer Shares acquired hereunder (or Shares proposed to be transferred in a subsequent transfer) if, in the judgment of the Company, such restrictions, legends or refusal are necessary or appropriate to achieve compliance with the Securities Act or other relevant securities or other laws, including without limitation under Regulation S of the Securities Act or pursuant to another available exemption from registration.

(c) **Market Stand-Off.** In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the Securities Act, including the Company's initial public offering, the Transferee or a Subsequent Transferee shall not directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer, grant or sell any option or other contract for the purchase of, purchase any option or other contract for the sale of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing transactions with respect to, any Transferred Shares without the prior written consent of the Company or its managing underwriter. Such restriction (the "Market Stand-Off") shall be in effect for such period of time following the date of the final prospectus for the offering as may be requested by the Company or such underwriter. In no event, however, shall such period exceed 180 days plus such additional period as may reasonably be requested by the Company or such underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports or (ii) analyst recommendations and opinions, including (without limitation) the restrictions set forth in Rule 2711(f)(4) of the National Association of Securities Dealers and Rule 472(f)(4) of the New York Stock Exchange, as amended, or any similar successor rules. The Market Stand-Off shall in any event terminate two years after the date of the Company's initial public offering. In the event of the declaration of a stock dividend, a spin-off, a stock split, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company's outstanding securities without receipt of consideration, any new, substituted or additional securities which are by reason of such transaction distributed with respect to any Shares subject to the Market Stand-Off, or into which such Shares thereby become convertible, shall immediately be subject to the Market Stand-Off. In order to enforce the Market Stand-Off, the Company may impose stop-transfer instructions with respect to the Transferred Shares until the end of the applicable stand-off period. The Company's underwriters shall be beneficiaries of the agreement set forth in this Subsection (c). This Subsection (c) shall not apply to Shares registered in the public offering under the Securities Act.

(d) **Rights of the Company.** The Company shall not be required to (i) transfer on its books any Transferred Shares that have been sold or transferred in contravention of this Agreement or (ii) treat as the owner of Transferred Shares, or otherwise to accord voting, dividend or liquidation rights to, any Subsequent Transferee to whom Transferred Shares have been transferred in contravention of this Agreement.

## **SECTION 5. SUCCESSORS AND ASSIGNS.**

Except as otherwise expressly provided to the contrary, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and be binding upon the Transferee and the Transferee's legal representatives, heirs, legatees, distributees, assigns and transferees by operation of law, whether or not any such person has become a party to this Agreement or has agreed in writing to join herein and to be bound by the terms, conditions and restrictions hereof.

## **SECTION 6. NO RETENTION RIGHTS.**

Nothing in this Agreement or in the Plan shall confer upon the Transferee any right to continue providing services to the Company for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Parent or Subsidiary employing or retaining the Transferee) or of the Transferee, which rights are hereby expressly reserved by each, to terminate his or her Service at any time and for any reason, with or without cause.

## **SECTION 7. TAX ELECTION.**

The acquisition of the Transferred Shares may result in adverse tax consequences that may be avoided or mitigated by filing an election under Code Section 83(b). Such election may be filed only within 30 days after the date of transfer set forth in the Summary of Stock Grant. The form for making the Code Section 83(b) election is attached to this Agreement as an Exhibit. **The Transferee should consult with his or her tax advisor to determine the tax consequences of acquiring the Transferred Shares and the advantages and disadvantages of filing the Code Section 83(b) election. The Transferee acknowledges that it is his or her sole responsibility, and not the Company's, to file a timely election under Code Section 83(b), even if the Transferee requests the Company or its representatives to make this filing on his or her behalf.**

## **SECTION 8. LEGENDS.**

All certificates evidencing Transferred Shares shall bear the following legends:

“THE SHARES REPRESENTED HEREBY MAY NOT BE SOLD, ASSIGNED, TRANSFERRED, ENCUMBERED OR IN ANY MANNER DISPOSED OF, EXCEPT IN COMPLIANCE WITH THE TERMS OF A WRITTEN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER OF THE SHARES (OR THE PREDECESSOR IN INTEREST TO THE SHARES). SUCH AGREEMENT GRANTS TO THE COMPANY CERTAIN RIGHTS OF FIRST REFUSAL UPON AN ATTEMPTED TRANSFER OF THE SHARES AND IMPOSES CERTAIN FORFEITURE CONDITIONS UPON TERMINATION OF SERVICE WITH THE COMPANY. IN ADDITION, THE SHARES ARE SUBJECT TO RESTRICTIONS ON TRANSFER FOR A LIMITED PERIOD FOLLOWING THE EFFECTIVE DATE OF THE UNDERWRITTEN PUBLIC OFFERING OF THE COMPANY'S SECURITIES AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF BY THE HOLDER WITHOUT THE CONSENT OF THE COMPANY OR THE MANAGING UNDERWRITER. THE SECRETARY OF THE COMPANY WILL UPON WRITTEN REQUEST FURNISH A COPY OF SUCH AGREEMENT TO THE HOLDER HEREOF WITHOUT CHARGE.”

All certificates evidencing the Transferred Shares acquired under this Agreement in an unregistered transaction shall bear the following legend (and such other restrictive legends as are required or deemed advisable under the provisions of any applicable law):

“THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”) OR ANY SECURITIES LAWS OF ANY U.S. STATE, AND MAY NOT BE SOLD, REOFFERED, PLEDGED, ASSIGNED, ENCUMBERED OR OTHERWISE TRANSFERRED OR DISPOSED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED. IN THE ABSENCE OF REGISTRATION OR THE AVAILABILITY (CONFIRMED BY OPINION OF COUNSEL) OF AN ALTERNATIVE EXEMPTION FROM REGISTRATION UNDER THE ACT, THESE SHARES MAY NOT BE SOLD, REOFFERED, PLEDGED, ASSIGNED, ENCUMBERED OR OTHERWISE TRANSFERRED OR DISPOSED OF EXCEPT IN ACCORDANCE WITH REGULATION S (RULES 901 THROUGH 905 AND PRELIMINARY NOTES) OF THE ACT. HEDGING TRANSACTIONS INVOLVING THESE SHARES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE ACT.”

If required by the authorities of any State in connection with the issuance of the Transferred Shares, the legend or legends required by such State authorities shall also be endorsed on all such certificates.

#### **SECTION 9. MISCELLANEOUS PROVISIONS.**

(a) **Choice of Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, as such laws are applied to contracts entered into and performed in such State.

(b) **Notice.** Any notice required by the terms of this Agreement shall be given in writing. It shall be deemed effective upon (i) personal delivery, (ii) deposit with the United States Postal Service, by registered or certified mail, with postage and fees prepaid, (iii) deposit with Federal Express Corporation, with shipping charges prepaid or (iv) deposit with any internationally recognized express mail courier service. Notice shall be addressed to the Company at its principal executive office and to the Transferee at the address that he or she most recently provided to the Company in accordance with this Subsection (c).



(c) **Entire Agreement.** The Summary of Stock Grant, this Agreement and the Plan constitute the entire contract between the parties hereto with regard to the subject matter hereof. They supersede any other agreements, representations or understandings (whether oral or written and whether express or implied) that relate to the subject matter hereof.

#### **SECTION 10. ACKNOWLEDGEMENTS OF THE TRANSFEREE.**

In addition to the other terms, conditions and restrictions imposed on the Shares acquired pursuant to this Agreement, the Transferee expressly acknowledges being subject to Sections 2 (Forfeiture Condition), 3 (Right of First Refusal) and 4 (Other Restrictions on Transfer, including without limitation the Market Stand-Off), as well as the following provisions:

(a) **Waiver of Statutory Information Rights.** The Transferee acknowledges and agrees that, until the first sale of the Company's Stock to the general public pursuant to a registration statement filed under the Securities Act, he or she will be deemed to have waived any rights the Transferee might otherwise have had under Section 220 of the Delaware General Corporation Law to inspect for any proper purpose and to make copies and extracts from the Company's stock ledger, a list of its stockholders and its other books and records or the books and records of any subsidiary. This waiver applies only in the Transferee's capacity as a stockholder and does not affect any other inspection rights the Transferee may have under other law or pursuant to a written agreement with the Company.

(b) **Plan Discretionary.** The Transferee understands and acknowledges that (i) the Plan is entirely discretionary, (ii) the Company and the Transferee's employer have reserved the right to amend, suspend or terminate the Plan at any time, (iii) the transfer of the Transferred Shares does not in any way create any contractual or other right to receive additional awards under the Plan at any time or in any amount and (iv) all determinations with respect to any additional awards, including (without limitation) the times when awards will be granted, the number of Shares offered and the vesting schedule, will be at the sole discretion of the Company.

(c) **Termination of Service.** The Transferee understands and acknowledges that participation in the Plan ceases upon termination of his or her Service for any reason, except as may explicitly be provided otherwise in the Plan or this Agreement.

(d) **Extraordinary Compensation.** The value of the Transferred Shares shall be an extraordinary item of compensation outside the scope of the Transferee's employment contract, if any, and shall not be considered a part of his or her normal or expected compensation for purposes of calculating severance, resignation, redundancy or end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

(e) **Authorization to Disclose.** The Transferee hereby authorizes and directs the Transferee's employer to disclose to the Company or any Subsidiary any information regarding the Transferee's employment, the nature and amount of the Transferee's compensation and the fact and conditions of the Transferee's participation in the Plan, as the Transferee's employer deems necessary or appropriate to facilitate the administration of the Plan.

(f) **Personal Data Authorization.** The Transferee consents to the collection, use and transfer of personal data as described in this Subsection (f). The Transferee understands and acknowledges that the Company, the Transferee's employer and the Company's other Subsidiaries hold certain personal information regarding the Transferee for the purpose of managing and administering the Plan, including (without limitation) the Transferee's name, home address, telephone number, date of birth, social insurance number, salary, nationality, job title, any Shares or directorships held in the Company and details of all options or any other entitlements to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Transferee's favor (the "**Data**"). The Transferee further understands and acknowledges that the Company and/or its Subsidiaries will transfer Data among themselves as necessary for the purpose of implementation, administration and management of the Transferee's participation in the Plan and that the Company and/or any Subsidiary may each further transfer Data to any third party assisting the Company in the implementation, administration and management of the Plan. The Transferee understands and acknowledges that the recipients of Data may be located in the United States or elsewhere. The Transferee authorizes such recipients to receive, possess, use, retain and transfer Data, in electronic or other form, for the purpose of administering the Transferee's participation in the Plan, including a transfer to any broker or other third party with whom the Transferee elects to deposit Shares acquired under the Plan of such Data as may be required for the administration of the Plan and/or the subsequent holding of Shares on the Transferee's behalf. The Transferee may, at any time, view the Data, require any necessary modifications of Data or withdraw the consents set forth in this Subsection (f) by contacting the Company in writing.

#### **SECTION 11. DEFINITIONS.**

- (a) "**Agreement**" shall mean this Stock Grant Agreement.
- (b) "**Board of Directors**" shall mean the Board of Directors of the Company, as constituted from time to time or, if a Committee has been appointed, such Committee.
- (c) "**Company**" shall mean Inventergy Global, Inc., a Delaware corporation.
- (d) "**Exchange Act**" shall mean Securities Exchange Act of 1934, as amended.
- (e) "**Forfeiture Condition**" shall mean the forfeiture condition described in Section 2.
- (f) "**Immediate Family**" shall mean any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law and shall include adoptive relationships.

- (g) “**Plan**” shall mean the Inventergy Global, Inc. 2014 Stock Plan, as amended.
- (h) “**Restricted Share**” shall mean a Transferred Share that is subject to the Forfeiture Condition.
- (i) “**Right of First Refusal**” shall mean the Company’s right of first refusal described in Section 3.
- (j) “**Securities Act**” shall mean the Securities Act of 1933, as amended.
- (k) “**Subsequent Transferee**” shall mean any person to whom the Transferee has directly or indirectly transferred any Transferred Shares.
- (l) “**Transferee**” shall mean the individual named in the Summary of Stock Grant.
- (m) “**Transfer Notice**” shall mean the notice of a proposed transfer of Transferred Shares described in Section 3.
- (n) “**Transferred Shares**” shall mean the shares acquired by the Transferee pursuant to this Agreement.

**Section 83(b) Election**

The undersigned taxpayer hereby elects, pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended, and pursuant to Treasury Regulations Section 1.83-2, to include in gross income as compensation for services the fair market value of the shares described below.

(1) The taxpayer who performed the services is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Social Security No.: \_\_\_\_\_

- (2) The property with respect to which the election is made is \_\_\_\_\_ shares of the common stock of Inventergy Global, Inc.
- (3) The property was transferred to the taxpayer on \_\_\_\_\_, \_\_\_\_.
- (4) The taxable year for which the election is made is the calendar year \_\_\_\_.
- (5) The property is subject to forfeiture if for any reason taxpayer's service with the issuer terminates. The forfeiture condition lapses in a series of installments over a \_\_\_\_-year period ending on \_\_\_\_\_, \_\_\_\_.
- (6) The fair market value of such property at the time of transfer (determined without regard to any restriction other than a restriction that by its terms will never lapse) is \$ \_\_\_\_\_ per share x \_\_\_\_\_ shares = \$ \_\_\_\_\_.
- (7) No amount was paid for such property.
- (8) The amount to include in gross income is \$ \_\_\_\_\_. *[The amount in Line 6.]*
- (9) A copy of this statement was furnished to Inventergy Global, Inc., for whom taxpayer rendered the services underlying the transfer of such property.
- (10) This statement is executed on \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Spouse (if any)

\_\_\_\_\_  
Taxpayer

*Within 30 days after the date of transfer of the property, this election must be filed with the Internal Revenue Service office where the taxpayer files his or her annual federal income tax return. The filing should be made by registered or certified mail, return receipt requested. The taxpayer must (a) include a copy of the completed form with his or her federal income tax return for the taxable year in which the property is transferred and (b) deliver an additional copy to the Company.*

\_\_\_\_\_

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

I, Joseph A. 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: May 15, 2015

/s/ Joseph A. Beyers

Joseph A. Beyers

Chief Executive Officer

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

I, John Niedermaier, 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: May 15, 2015

/s/ John Niedermaier  
John Niedermaier  
Chief Financial Officer

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**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 March 31, 2015, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Joseph A. 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 A. Beyers

Joseph A. Beyers  
Chief Executive Officer

May 15, 2015

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**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 March 31, 2015, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, John Niedermaier, Chief Financial Officer, Secretary and Treasurer 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/ John Niedermaier

John Niedermaier  
Chief Financial Officer

May 15, 2015

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