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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or Section 15(d) of the  
Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): June 14, 2011 (June 8, 2011)**

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**VRINGO, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**1-34785**  
(Commission  
File Number)

**20-4988129**  
(IRS Employer  
Identification No.)

**18 East 16th Street, 7th Floor**  
**New York, New York**  
(Address of principal executive offices)

**10003**  
(Zip Code)

**Registrant's telephone number, including area code: (646) 525-4319**

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation to the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01. Entry into a Material Definitive Agreement.**

On June 8, 2011, Vringo, Inc. (the “**Company**”) entered into a Settlement Agreement (the “**Agreement**”) with Silicon Valley Bank, SVB Financial Group and Gold Hill Venture Lending 03, L.P. (collectively, the “**Lenders**”), pursuant to which the Lenders agreed to forgive approximately \$1.4 million of their outstanding loans to the Company, subject to certain terms and conditions.

Under the terms of the Agreement, the Lenders agreed to accept less than the full amount owed to them by the Company. In exchange, the Company agreed to pay the Lenders approximately \$331,339 upon execution of the Agreement and to deposit approximately \$1,050,873 into a reserve account (the “**Reserve Account**”) as cash collateral for its obligations to the Lenders. The amount in the Reserve Account, as well as certain expenses of the Lenders, shall be payable to the Lenders by August 15, 2011. In connection with the Agreement, the Company also entered into a Pledge and Security Agreement with the Lenders (the “**Pledge Agreement**”) pursuant to which the Company pledged the funds in the Reserve Account for the benefit of the Lenders to secure the Company’s obligations under the Agreement. In the event the Company fails to comply with the terms of the Agreement, including the payment of the funds in the Reserve Account and certain expenses of the Lenders by August 15, 2011, all of the Company’s obligations to the Lenders shall be immediately due and payable in full.

In addition to the foregoing, the Company agreed to issue 250,000 shares of common stock (the “**Shares**”) to the Lenders in exchange for the Lenders’ outstanding warrants to purchase 250,000 shares of the Company’s common stock at \$2.75 per share, which warrants are cancelled. The Shares were issued pursuant to an exemption provided by Section 3(a)(9) under the Securities Act of 1933, as amended. The Company granted the Lenders standard “piggyback” registration rights with respect to the Shares.

A copy of the Agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference and a copy of the Pledge Agreement is filed as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference. The description of the material terms of the agreements contained in this Current Report on Form 8-K are qualified in their entirety by reference to Exhibit 10.1 and Exhibit 10.2. The Company’s press release, dated June 14, 2011, announcing the Agreement is filed as Exhibit 99.1 to this Current Report on Form 8-K.

**Item 3.02. Unregistered Sale of Equity Securities.**

The information contained in Item 1.01 is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

- 10.1 Settlement Agreement by and between the Company, Silicon Valley Bank, SVB Financial Group and Gold Hill Venture Lending 03, L.P.
- 10.2 Pledge and Security Agreement between the Company and Silicon Valley Bank.
- 99.1 Press Release, dated June 14, 2011

**SIGNATURE**

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.

Dated: June 14, 2011

**VRINGO, INC.**

By: /s/ Ellen Cohl

Name: Ellen Cohl

Title: Chief Financial Officer

## AGREEMENT

**THIS AGREEMENT** (this “**Agreement**”) made as of this 6th day of June 2011 by and among:

**SILICON VALLEY BANK**, a California corporation and with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466, as a lender (in such capacity, “**SVB**”), and as Agent (in such capacity, the “**Agent**”);

**SVB FINANCIAL GROUP**, a Delaware corporation with an office at 3003 Tasman Drive, Santa Clara, California 95054, in its capacity as holder of a certain stock purchase warrant (in such capacity, “**SVBFG**”) solely for purposes of Section 9 hereof;

**GOLD HILL VENTURE LENDING 03, L.P.**, (“**Gold Hill**”, and together with SVB, collectively, the “**Lenders**”), a Delaware limited partnership with an office at Two Newton Executive Park, Suite 203, 2227 Washington Street, Newton, Massachusetts 02462;

**VRINGO, INC.**, (the “**Borrower**”) a Delaware corporation with its chief executive office located at E. 16th St., 7th Floor, New York, New York 10003; and

**VRINGO (ISRAEL) LTD.** (the “**Guarantor**”, and jointly, severally, and collectively with the Borrower, the “**Obligors**”) an Israeli corporation with a mailing address of c/o Vringo, Inc., E. 16th St., 7th Floor, New York, New York 10003.

### Background

Reference is made to those certain loan arrangements entered into by and among the Borrower, the Agent and the Lenders evidenced by, among other things, the documents, instruments, and agreements set forth on the attached **Schedule 1** (collectively, together with all other documents, instruments, and agreements executed in connection therewith or related thereto, the “**Loan Documents**”). All capitalized terms used herein and not otherwise defined herein shall have the meanings given in the Loan Agreement (as defined on **Schedule 1**).

The Obligors have requested that the Lenders and the Agent accept less than the full amount owed under the Loan Documents in satisfaction of all Obligations (as defined below), and the Lenders and the Agent have agreed to do so, but only upon the terms and conditions expressly set forth herein.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and among the Obligors, the Lenders and the Agent as follows:

### Acknowledgment of Indebtedness

1. Each of the Obligors hereby acknowledges and agrees that, in accordance with the terms and conditions of the Loan Documents, it is liable to the Lenders and the Agent as follows:

(a) Owed to SVB under the Term Loan as of June 3, 2011:

Principal	\$822,163.43
Interest	\$ 433.92
Total	\$822,597.35

(b) Owed to Gold Hill under the Term Loan as of June 3, 2011:

Principal	\$1,918,381.18
Interest	\$ 1,012.48
Total	\$1,919,393.66

(c) For all interest accruing upon the principal balance of the Term Loan from and after June 3, 2011, and for all fees, Prepayment Fees, the Final Payment, costs, expenses, and costs of collection (including reasonable attorneys' fees and expenses) heretofore or hereafter accruing or incurred by the Lenders and/or the Agent in connection with the Loan Documents, including, without limitation, all reasonable attorney's fees and expenses incurred in connection with the negotiation and preparation of this Agreement, the Pledge Agreement (as defined herein), and all documents, instruments, and agreements incidental hereto.

Hereinafter all amounts set forth in this Section 1, and all other amounts payable under this Agreement, the Pledge Agreement, and the other Loan Documents shall be referred to collectively as the "**Obligations**".

**Waiver of Claims**

2. Each of the Obligors hereby acknowledges and agrees that it has no offsets, defenses, causes of action, suits, damages, claims, or counterclaims against the Lenders, the Agent, or the Lenders' or the Agent's respective officers, directors, employees, attorneys, representatives, predecessors, successors, and assigns (collectively, the "**Lender Released Parties**") with respect to the Obligations, the Loan Documents, the Collateral, any contracts, promises, commitments or other agreements to provide, to arrange for, or to obtain loans or other financial accommodations to or for the Obligors, or otherwise, and that if the Obligors now has, or ever did have, any offsets, defenses, causes of action, suits, damages, claims, or counterclaims against one or more of the Lender Released Parties, whether known or unknown, at law or in equity, from the beginning of the world through this date and through the time of execution of this Agreement, all of them are hereby expressly **WAIVED**, and the Obligors hereby **RELEASE** the Lender Released Parties from any liability therefor.

**Ratification of Loan Documents; Cross-Collateralization;**  
**Cross-Default; Further Assurances**

3. Each of the Obligors:
- (a) Hereby ratifies, confirms, and reaffirms all and singular the terms and conditions of the Loan Documents. Each of the Obligors further acknowledges and agrees that except as specifically modified in this Agreement, all terms and conditions of those documents, instruments, and agreements shall remain in full force and effect;
  - (b) Acknowledges and agrees that this Agreement, the Pledge Agreement, and any documents, instruments, or agreements executed in connection therewith, and any future modification, amendment, restatement, renewal and/or substitution thereof shall constitute a Loan Document, and any amounts due under, or in connection with the Loan Documents shall constitute "Obligations";
  - (c) Hereby ratifies, confirms, and reaffirms that (i) the obligations secured by the Loan Documents include, without limitation, the Obligations, and any future modifications, amendments, substitutions or renewals thereof, (ii) all collateral, including without limitation, the Intellectual Property Collateral, whether now existing or hereafter acquired, granted to the Agent and/or the Lenders pursuant to the Loan Documents, or otherwise shall secure all of the Obligations until full and final payment of the Obligations or the satisfaction of the Obligations in accordance with the express terms of this Agreement, and (iii) any breach, default or Event of Default under any Loan Document shall constitute a default or Event of Default under each of the other Loan Documents (without regard to any grace or cure periods), it being the express intent of the Obligors that all of the Obligations be fully cross-collateralized and cross-defaulted; and
  - (d) Shall, from and after the execution of this Agreement, execute and deliver to the Lenders and the Agent whatever additional documents, instruments, and agreements that the Lenders and/or the Agent may reasonably require in order to correct any document deficiencies, or to vest or perfect the Loan Documents and the collateral granted therein or herein more securely in the Agent and the Lenders and/or to otherwise give effect to the terms and conditions of this Agreement, and hereby authorizes the Agent and the Lenders to file any financing statements (including financing statements with a generic description of the collateral such as "all assets"), and take any other normal and customary steps, that the Agent and the Lenders deem necessary to perfect or evidence the Agent's and the Lenders' security interests and liens in any such collateral. This Agreement constitutes an authenticated record.

**Conditions Precedent**

4. The Lenders' and the Agent's agreements contemplated herein shall not be effective unless and until each of the following conditions precedent have been fulfilled, all as determined by the Agent and the Lenders in their sole and exclusive discretion:
- (a) The Lenders shall have received a payment of \$331,339.40 in good and collected funds for application in reduction of the principal amount of the Obligations;

- (b) The Agent and the Lenders shall have received payment in good and collected funds for all Lenders' Expenses (including estimated attorney's fees and expenses) incurred by the Agent and the Lenders through the date hereof;
- (c) The Borrower shall have opened a new deposit account with the Agent (the "**Reserve Account**") and shall have deposited into the Reserve Account, in good and collected funds, at least \$1,050,873.44 to be held by the Agent for the ratable benefit of the Lenders as cash collateral for the Obligations;
- (d) The Borrower shall have issued stock share certificates to the Lenders in accordance with Section 9 herein;
- (e) The Agent and the Lenders shall have received an executed Pledge and Security Agreement, in the form attached hereto as **Exhibit "A"** (the "**Pledge Agreement**"), executed by the Borrower pledging the Reserve Account to the Agent for the ratable benefit of the Lenders to secure the Obligations;
- (f) All action on the part of the Obligors necessary for the valid execution, delivery and performance by the Obligors of this Agreement, and the Pledge Agreement shall have been duly and effectively taken and evidence thereof satisfactory to the Agent and the Lenders shall have been provided to the Agent and the Lenders, including, without limitation, a secretary's certificate and borrowing resolutions; and
- (g) This Agreement, and all documents, instruments, and agreements required to be delivered by the terms of this Agreement, shall be executed and delivered to the Agent and the Lenders by the parties thereto, shall be in full force and effect and shall be in a form and of a substance satisfactory to the Agent and the Lenders.

#### **No Waiver Of Defaults**

- 5. Nothing contained herein is intended to be, nor shall be construed as, (a) a waiver of any default or Event of Default, whether now existing or hereafter arising, (b) an agreement to forbear by the Bank, or (c) a waiver, release, or modification of any of the Lenders' or Agent's rights and remedies in connection with any of the Loan Documents, all of which are hereby expressly reserved.

#### **Interest Rate; Repayment of the Obligations**

- 6. From and after the satisfaction of the conditions precedent set forth in Section 4 above, interest shall accrue upon, and the Obligors shall repay, the Obligations as follows:
  - (a) From and after the date hereof until the occurrence of a Termination Event (as defined below), interest shall accrue upon the principal balance of the Obligations at the rate set forth in Section 2.2(a) of the Loan Agreement;

- (b) From and after the occurrence of a Termination Event, and provided that the Obligations have not been settled in accordance with the terms of this Agreement, interest shall accrue on the principal balance of the Obligations at the Default Rate;
- (c) Commencing with the Payment Date on June 1, 2011, and continuing on or before each Payment Date thereafter until the occurrence of a Termination Event, the Obligors shall make regularly scheduled payments of interest accrued on the principal balance of the Obligations at the rate set forth in Section 2.2(a) of the Loan Agreement;
- (d) From and after the date hereof, regularly scheduled payments of principal due under the Loan Documents shall be deferred until the earlier of (i) the occurrence of a Termination Event; or (ii) the Settlement Date; and
- (e) Notwithstanding anything contained in the other Loan Documents to the contrary, if (i) a Termination Event occurs prior to the settlement of the Obligations as set forth in Section 7 below; or (ii) the settlement of the Obligations as set forth in Section 7 below does not occur on or before August 15, 2011 (the "**Settlement Date**"), all Obligations shall be immediately due and payable in full, without demand, notice, or protest, all of which are hereby expressly **WAIVED**.

**Settlement of Obligations; Waiver of Fees**

- 7. Provided that a Termination Event has not occurred hereunder, upon the Obligors (i) satisfying the conditions precedent set forth in Section 4 above; (ii) paying \$1,050,873.44 plus all accrued and unpaid Lenders' Expenses to the Lenders in good and collected funds (collectively, the "**Settlement Payment**") on or before the earlier of (x) Settlement Date, or (y) the Borrower closing a transaction for additional financing of not less than \$2,000,000; and (iii) executing and delivering a waiver and release in favor of the Lender Released Parties in the form attached hereto as Exhibit "B" (the "**Settlement Release**"), then:
  - (a) The Agent and the Lenders shall deem the Obligations to be satisfied in full, provided, however, that nothing contained herein is intended to be, nor shall be construed as, a waiver by the Agent or the Lenders of any of the Obligors' obligations under the Loan Documents that, by their express terms, survive the repayment in full of the Obligations.
  - (b) The Agent and the Lenders agree to waive all Prepayment Fees and the Final Payment owed by the Obligors pursuant to the Loan Documents.



- (c) The Agent and the Lenders shall authorize the Borrower to file UCC-3 releases of the Agent's and the Lenders' financing statements in the forms attached hereto as **Exhibit "C"** (the "**UCC-3 Termination Statements**").
- (d) The Agent and the Lenders shall deliver to the Borrower all original Loan Documents in their possession marked "Cancelled".

#### **Reserve Account**

8. As set forth in Section 4(c), above, the Borrower shall have established the Reserve Account with the Agent, which Reserve Account shall be cash collateral for the Obligations. Notwithstanding the Reserve Account, the Borrower shall continue to make payments as and when due from sources other than the Reserve Account, provided, however, that unless a Termination Event has occurred hereunder, the Settlement Payment shall be debited by the Agent from the Reserve Account upon the earlier of: (a) the Agent's receipt of written instructions from the Borrower directing the Agent to debit the Settlement Payment from the Reserve Account; or (b) the Settlement Date. From and after the occurrence of a Termination Event, the Agent may, at its option, apply all or any portion of the Reserve Account in reduction of the Obligations in a manner determined by the Agent and the Lenders in their sole and exclusive discretion. Except for the debit of the Settlement Payment as set forth above, the Agent shall not be obligated or required to charge the Reserve Account for any payments or amounts due under this Agreement or the other Loan Documents, and the failure of the Agent to so charge the Reserve Account or to give notice of same, regardless of whether funds are available in the Reserve Account, shall not affect the obligation of the Borrower to pay any amount due under this Agreement or any of the other Loan Documents.

#### **Exchange of Warrants for Shares; Limitations on Dispositions**

9. (a) As additional consideration to the Lenders for their agreements herein, the Borrower hereby agrees to issue: (a) 75,000 shares (the "**SVBFG Shares**") of its common stock, \$0.01 par value per share ("**Common Stock**") to SVBFG in exchange for that certain Warrant to Purchase Stock dated December 29, 2009 issued by the Borrower to SVB and subsequently assigned by SVB to SVBFG (the "**SVBFG Warrant**"), and (b) 175,000 shares (the "**Gold Hill Shares**" and, together with the SVBFG Shares, the "**Exchange Shares**") of Common Stock to Gold Hill in exchange for that certain Warrant to Purchase Stock dated December 29, 2009 issued by the Borrower to Gold Hill (the "**Gold Hill Warrant**" and, together with the SVBFG Warrant, the "**Warrants**"). On or before the execution and delivery by the parties of this Agreement, the Borrower shall execute and deliver to SVBFG a certificate (in the name of SVBFG) representing the SVBFG Shares and to Gold Hill a certificate (in the name of Gold Hill) representing the Gold Hill Shares, against receipt from SVBFG or Gold Hill, respectively, of its respective Warrant. The Exchange Shares when issued shall be duly authorized, validly issued, fully-paid and non-assessable shares of Common Stock, free and clear of all liens, claims, encumbrances and restrictions other than under applicable federal and state securities

laws. In the event that the Borrower or its transfer agent requests or requires any legal opinions in connection with any sale or transfer of any Exchange Shares by SVBFG or Gold Hill, the Borrower agrees at its sole expense to cause its counsel to deliver all such opinions in a timely fashion. The Exchange Shares shall be duly listed or qualified for trading on the principal stock exchange or over-the-counter market on which shares of Common Stock are currently traded.

(b) Each of SVBFG and Gold Hill understands that the Exchange Shares shall have been issued pursuant to an exemption from registration or qualification under the Securities Act of 1933, as amended (the “**Securities Act**”), and applicable state securities laws, and the Exchange Shares shall bear any legend as required by the “blue sky” laws of any state and a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of such stock certificates):

THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL TO THE HOLDER (IF REQUESTED BY THE COMPANY), IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD OR ELIGIBLE TO BE SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT.

(c) If, at any time after the date hereof the Borrower proposes to file a registration statement with respect to an offering of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into equity securities, for its own account or for the account of stockholders of the Borrower, other than a registration statement (i) filed in connection with any employee share option or other benefit plan, (ii) for an exchange offer or offering of securities solely to the Borrower’s existing stockholders, (iii) for an offering of debt that is convertible into equity securities of the Borrower or (iv) for a dividend reinvestment plan or (v) in connection with the acquisition of a business or assets of another company, then the Borrower shall give written notice of such proposed filing to SVBFG and Gold Hill as soon as practicable but not less than ten (10) days before the anticipated filing date of such registration statement, which notice shall (A) describe the amount and type of securities to be included in such offering, the intended method(s) of distribution, and the name of the proposed managing underwriter or underwriters, if any, in such offering, and (B) offer to SVBFG and Gold Hill the opportunity to register the sale of such number of Exchange Shares as SVBFG and/or Gold Hill, respectively, may request in writing within five (5) days after receipt of such written notice (such registration a “**Piggyback Registration**”). The Borrower shall, in good faith, cause such Exchange Shares to be included in such Piggyback Registration and shall use its best efforts to cause the managing underwriter or underwriters of a

proposed underwritten offering to permit the Exchange Shares requested by SVBFG and Gold Hill pursuant to this subsection to be included in a Piggyback Registration on the same terms and conditions as any similar securities of the Company included in such registration and to permit the sale or other disposition of such Exchange Shares in accordance with the intended method(s) of distribution thereof. Each of SVBFG and Gold Hill proposing to distribute their Exchange Shares through an underwritten offering under this subsection shall enter into an underwriting agreement in customary form with the underwriter(s) selected for such offering by the Borrower. Notwithstanding the foregoing, if the managing underwriter in such underwritten registration that is to be a Piggyback Registration, in good faith, advises the Company and the Lenders in writing that the dollar amount or number of shares of Common Stock that the Company desires to sell, taken together with (i) the Common Stock, if any, as to which Registration has been demanded pursuant to separate written contractual arrangements with persons or entities other than SVBFG and Gold Hill, (ii) the Exchange Shares as to which registration has been requested pursuant hereto, and (iii) the shares of Common Stock, if any, as to which registration has been requested pursuant to separate written contractual piggy-back registration rights of other shareholders of the Company, exceeds the maximum number of shares the underwriter believes should be included in such registration, then Borrower shall include in any such registration (A) first, the Common Stock or other equity securities that the Company desires to sell, which can be sold without exceeding such maximum number of shares; (B) second, to the extent such maximum number of shares has not been reached under the foregoing clause (A), the Exchange Shares and the shares of Common Stock, if any, as to which registration has been requested pursuant to written contractual piggy-back registration rights of other stockholders of the Borrower, on a pro rata basis, which can be sold without exceeding the maximum number of shares.

(d) Notwithstanding anything contained herein to the contrary, SVBFG and Gold Hill shall not have any registration rights with respect to the Exchange Shares to the extent such shares can be sold subject to Rule 144 under the Securities Act.

(e) Each of SVBFG and Gold Hill hereby covenants and agrees, severally and not jointly, that it will not sell more than 20,000 Exchange Shares per week (as such number may be adjusted for stock splits, stock dividends and the like), regardless of the manner of disposition.

#### Termination Events

10. The occurrence of any one or more of the following events shall constitute a termination event (each a “**Termination Event**”) under this Agreement without prior notice to the Obligors and without regard to any grace periods contained in any of the Loan Documents:

- (a) The failure of the Obligors to pay any amount required to be paid to the Lenders and/or the Agent under this Agreement as and when due, including without

limitation, the payment of the Settlement Payment on or before the Settlement Date, it being expressly acknowledged and agreed that **TIME IS OF THE ESSENCE**;

- (b) The failure of the Obligors to promptly, punctually, or faithfully perform or comply with any other term or condition of this Agreement as and when due (provided that the Obligors shall have a one (1) business day grace period to perform or comply with such other term or condition), it being expressly acknowledged and agreed that **TIME IS OF THE ESSENCE**;
- (c) The determination by the Lenders and the Agent that any of the representations and warranties set forth herein and/or any financial disclosures provided to the Lenders and the Agent by the Obligors upon which the Lenders and the Agent relied when determining whether to enter into this Agreement (including, without limitation, information regarding the Obligors' cash on hand, assets, and ability to repay their debts) were not materially true, accurate, or complete at the time given;
- (d) The filing of any Petition for Relief under the United States Bankruptcy Code, the making of an assignment for the benefit of creditors, or the commencement of any similar insolvency law or proceeding, by or against any of the Obligors;
- (e) The Obligors or any person claiming by or through the Obligors commences, joins in, assists, cooperates in, or participates as an adverse party or as an adverse witness (subject to compulsory legal process which requires testimony) in any suit or other proceeding against the Lender Released Parties relating to the Loan Documents, or this Agreement, including, without limitation, (i) any action seeking to declare this Agreement invalid and/or unenforceable, (ii) any action seeking to declare the waiver of claims by the Obligors set forth in Section 2 above and/or in the Settlement Waiver invalid and/or unenforceable, and/or (iii) any action seeking to cause the Lender Released Parties to refund, disgorge, or repay all or any portion of the Obligations and/or the Settlement Payment; or
- (f) The determination by a court of competent jurisdiction that (i) this Agreement, or any document executed in connection herewith, is invalid and/or unenforceable, (ii) the waiver of claims by the Obligors set forth in Section 2 above, or the Settlement Release, is invalid and/or unenforceable, and/or (iii) the Lenders must refund, disgorge, or repay all or any portion of the payments made by, or on behalf of, the Obligors with respect to the Obligations and/or the Settlement Payment.

#### **Rights Upon Termination**

11. Upon the occurrence of any Termination Event, (a) the Lenders' agreement to accept the Settlement Payment and to release of the Obligors from their liability for the Obligations

as set forth herein shall automatically terminate, be void, and of no further force or effect, (b) all Obligations shall be immediately due and payable in full, without demand, notice, or protest, all of which are hereby expressly **WAIVED** by the Obligors, (c) the Lenders' and the Agent's agreement to provide the Obligors with the original Loan Documents, the UCC-3 Terminations, and other collateral releases in exchange for the Settlement Payment and release shall automatically terminate and be void and of no further force or effect; and (d) the Lenders and the Agent shall be entitled to immediately commence enforcing all of their rights and remedies under the Loan Documents and applicable law.

To the extent that any Termination Event of the nature set forth in Sections 10(c), 10(e) or 10(f) occurs after the settlement of the Obligations as set forth in Section 7 above, then (a) the Lenders' and the Agent's acceptance of the Settlement Payment in satisfaction of the Obligations shall be void *ab initio*, (b) the UCC-3 Termination Statements and any other collateral releases shall be void, and, to the extent possible, the Lenders' and the Agent's financing statements, and other collateral reinstated, (c) all Obligations, less any amounts paid hereunder that the Lenders and the Agent have not been required to refund, disgorge, or repay, shall be immediately due and payable in full, and (d) the Lenders and the Agent may immediately pursue all of their rights and remedies under the Loan Documents, this Agreement, and/or applicable law. The Obligors hereby jointly and severally indemnify, defend, and hold harmless the Lenders and the Agent from any loss, liability, expense, or cost, including attorneys' fees and expenses incurred by the Lenders and the Agent as a result of, arising out of, related to, or in connection with, the occurrence of any Termination Event.

### **Representations, Warranties, and Covenants**

12. Each of the Obligors hereby represents, warrants and covenants to the Lenders and the Agent as follows:

- (a) The execution and delivery of this Agreement by the Obligors, and the performance by the Obligors of their respective obligations and agreements under this Agreement, the Pledge Agreement, and the other Loan Documents are within the authority of the Obligors, have been duly authorized by all necessary proceedings on behalf of the Obligors and do not and will not contravene any provision of law, statute, rule or regulation to which the Obligors are subject or the Obligors' respective organizational papers, by-laws or any amendment thereof or of any agreement or other instrument binding upon the Obligors.
- (b) This Agreement, the Pledge Agreement, and the Loan Documents constitute legal, valid and binding obligations of the Obligors, enforceable in accordance with their respective terms.
- (c) No approval or consent of, or filing with, any governmental agency or authority is required to make valid and legally binding the execution, delivery or performance by the Obligors of this Agreement, the Pledge Agreement, or any of the Loan Documents.

- (d) The representations and warranties contained in the Loan Documents were true and correct in all material respects at and as of the date made and are true and correct as of the date hereof, except to the extent of changes resulting from transactions specifically contemplated or specifically permitted by this Agreement and the other Loan Documents, changes which have been disclosed in writing to the Lenders and the Agent on or prior to the date hereof and changes occurring in the ordinary course of business that singly or in the aggregate are not materially adverse, and to the extent that such representations and warranties relate expressly to an earlier date.
- (e) The Collateral does not include more than 65% of the presently existing and hereafter arising issued and outstanding shares of capital stock owned by Borrower of any Foreign Subsidiary which shares entitle the holder thereof to vote for directors or any other matter.
- (f) Each of the Obligors has read and understands each of the terms and conditions of this Agreement and that it is entering into this Agreement freely and voluntarily, without duress, after having had an opportunity for consultation with independent counsel of its own selection, and not in reliance upon any representations, warranties, or agreements made by the Lenders and/or the Agent and not set forth in this Agreement.

#### **Lenders' Expenses**

- 11. The Obligors shall reimburse the Agent and the Lenders on demand for any and all unpaid Lenders' Expenses (including reasonable attorneys' fees and expenses) heretofore or hereafter incurred by the Lenders and the Agent in connection with the protection, preservation, and enforcement by the Lenders and the Agent of their respective rights and remedies under the Loan Documents and/or this Agreement, including, without limitation, the negotiation and preparation of this Agreement, the Pledge Agreement, or any of the other documents, instruments or agreements executed in connection therewith.

#### **Non-Interference**

- 12. From and after the occurrence of any Termination Event, the Obligors agree not to interfere with the exercise by the Lenders and/or the Agent of any of their respective rights and remedies. Each of the Obligors further agrees that it shall not seek to distract or otherwise hinder, delay, or impair the Lenders' and/or the Agent's efforts to realize upon any collateral granted to the Lenders or the Agent, or otherwise to enforce their respective rights and remedies pursuant to the Loan Documents. The provisions of this Section shall be specifically enforceable by the Lenders and the Agent.

**Waiver of Jury Trial**

13. Each of the Obligors hereby makes the following waiver knowingly, voluntarily, and intentionally, and understands that the Lenders and the Agent, in entering into this Agreement or making any financial accommodations to the Obligors, whether now or in the future, are relying on such a waiver: **EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY PRESENT OR FUTURE RIGHT TO A JURY IN ANY TRIAL OF ANY CASE OR CONTROVERSY IN WHICH ANY OTHER PARTY TO THIS AGREEMENT BECOMES A PARTY (WHETHER SUCH CASE OR CONTROVERSY IS INITIATED BY OR AGAINST SUCH PARTY, OR IN WHICH SUCH PARTY IS JOINED AS A PARTY LITIGANT), WHICH CASE OR CONTROVERSY ARISES OUT OF, OR IS IN RESPECT OF, ANY RELATIONSHIP AMONG THE PARTIES HERETO.**

**Entire Agreement**

14. This Agreement shall be binding upon the Obligors, and the Obligors' respective employees, representatives, successors, and assigns, and shall inure to the benefit of the Lenders, the Agent, and the Lenders' and the Agent's respective successors and assigns. This Agreement and all documents, instruments, and agreements executed in connection herewith incorporate all of the discussions and negotiations between the Obligors, the Lenders and the Agent, either expressed or implied, concerning the matters included herein and in such other documents, instruments and agreements, any statute, custom, or usage to the contrary notwithstanding. No such discussions or negotiations shall limit, modify, or otherwise affect the provisions hereof. No modification, amendment, or waiver of any provision of this Agreement, or any provision of any other document, instrument, or agreement among the Obligors, the Lenders and the Agent shall be effective unless executed in writing by the party to be charged with such modification, amendment, or waiver, and if such party be the Lenders or the Agent, then by a duly authorized officer thereof.

**Construction of Agreement**

15. In connection with the interpretation of this Agreement and all other documents, instruments, and agreements incidental hereto:
- (a) All rights and obligations hereunder and thereunder, including matters of construction, validity, and performance, shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts and are intended to take effect as sealed instruments.
  - (b) The captions of this Agreement are for convenience purposes only, and shall not be used in construing the intent of the parties under this Agreement.

- (c) In the event of any inconsistency between the provisions of this Agreement and any other document, instrument, or agreement entered into by and among the Lenders, the Agent and the Obligors, the provisions of this Agreement shall govern and control.
- (d) The Lenders, the Agent and the Obligors have prepared this Agreement and all documents, instruments, and agreements incidental hereto with the aid and assistance of their respective counsel. Accordingly, all of them shall be deemed to have been drafted by the Lenders, the Agent and the Obligors and shall not be construed against any of the Lenders, the Agent or the Obligors.

**Illegality or Unenforceability**

16. Any determination that any provision or application of this Agreement is invalid, illegal, or unenforceable in any respect, or in any instance, shall not affect the validity, legality, or enforceability of any such provision in any other instance, or the validity, legality, or enforceability of any other provision of this Agreement.

**Informed Execution**

17. Each of the Obligors warrants and represents to the Lenders and the Agent that the Borrower:
- (a) Has read and understands all of the terms and conditions of this Agreement;
  - (b) Intends to be bound by the terms and conditions of this Agreement; and
  - (c) Is executing this Agreement freely and voluntarily, without duress, after consultation with independent counsel of its own selection.

**Counterparts**

18. This Agreement may be executed in multiple identical counterparts (including by facsimile or e-mail transmission of an Adobe portable document file format (also known as a PDF file)), each of which when duly executed shall be deemed an original, and all of which shall be construed together as one agreement. This Agreement will not be binding on or constitute evidence of a contract between the parties hereto until such time as a counterpart has been executed by such party and a copy thereof is delivered to each other party to this Agreement.

**[remainder of page intentionally blank]**



IN WITNESS WHEREOF, this Agreement has been executed as a sealed instrument as of the date first set forth above.

**SILICON VALLEY BANK,  
As a Lender and as Agent**

By: /s/ Shawn E. Goozman  
Name: Shawn E. Goozman  
Title: Head of Advisory Services

**GOLD HILL VENTURE LENDING 03, L.P.,  
As a Lender**

By: /s/ David Fischer  
Name: David Fischer  
Title: Manager

**SVB FINANCIAL GROUP  
As a Warrant Holder**

By: /s/ Michael Kruse  
Name: Michael Kruse  
Title: Treasurer

**VRINGO, INC.,  
As the Borrower**

By: /s/ Jon Medved  
Name: Jon Medved  
Title: CEO

**VRINGO (ISRAEL), LTD.,  
As the Guarantor**

By: /s/ Jon Medved  
Name: Jon Medved  
Title: CEO

[Signature Page to Agreement]

**Schedule 1**  
(Loan Documents)

1. Loan and Security Agreement dated as of January 29, 2008 by and among the Borrower, the Lenders and the Agent, as modified by that certain First Loan Modification Agreement dated December 29, 2009 (as modified and in effect, the “**Loan Agreement**”);
2. Unconditional Guaranty dated December 29, 2009 executed and delivered by the Guarantor to the Agent and the Lenders;
3. Debenture and Floating Charge and Fixed Charges – Unlimited in Amount dated December 29, 2009 granted by the Guarantor to the Agent and the Lenders;
4. Warrant to Purchase Stock issued January 29, 2008 by the Borrower in favor of SVB;
5. Warrant to Purchase Stock issued December 29, 2009 by the Borrower in favor of Gold Hill;
6. Warrant to Purchase Stock issued December 29, 2009 by the Borrower in favor of SVB;
7. Perfection Certificate dated January 29, 2008 executed and delivered by the Borrower to the Agent;
8. Perfection Certificate dated December 29, 2009 executed and delivered by the Borrower to the Agent;
9. Perfection Certificate dated December 29, 2009 executed and delivered by the Guarantor to the Agent;
10. Securities Account Control Agreement dated January 29, 2008 by and among the Borrower, SVB Securities, Ridge Clearinghouse & Outsourcing Solutions, Inc., and the Agent;
11. Side Letter dated January 28, 2008 by and among the Borrower and the Lenders;
12. Subordination Agreement dated January 22, 2010 by and among the Borrower, the Lenders, the Agent, Kingsbrook Opportunities Master Fund LP, KG/V LLC, and Iroquois Masterfund Ltd.;
13. Logo Consent Letter dated January 29, 2008 granted by Borrower to Gold Hill;
14. Intellectual Property Security Agreement dated December 29, 2009 granted by the Borrower in favor of the Agent and the Lenders; and
15. All other documents, instruments, and agreements executed in connection with the foregoing.

[Schedule 1: Loan Documents]

## PLEDGE AND SECURITY AGREEMENT

This PLEDGE AND SECURITY AGREEMENT (this “**Pledge Agreement**”) is made as of this 6th day of June, 2011, between **VRINGO, INC.** (the “**Pledgor**”), and **SILICON VALLEY BANK**, as agent for the Lenders (as defined below) (in such capacity, the “**Agent**”).

WHEREAS, the Pledgor has entered into certain loan arrangements (as amended and in effect, the “**Loan Arrangements**”) with Silicon Valley Bank and Gold Hill Venture Lending 03, L.P. (collectively, the “**Lenders**”);

WHEREAS, the Pledgor has requested that the Agent and the Lenders enter into a certain Agreement of even date herewith (the “**Agreement**”), pursuant to which the Agent and the Lenders would agree to accept less than the full amount owed under the Loan Arrangements in satisfaction of all Obligations (as defined below);

WHEREAS, the Agent and the Lenders are unwilling to enter into the Agreement unless, among other things, the Pledgor agrees to provide the Agent with \$1,050,873.44, for the ratable benefit of the Lenders, to be held as cash collateral for the Pledgor’s obligations to the Lenders; and

WHEREAS, in order to induce the Agent and the Lenders to enter into the Agreement, the Pledgor has agreed to provide \$1,050,873.44 to the Agent, for the ratable benefit of the Lenders, to be held in an interest bearing deposit account held by the Agent as cash collateral for the Pledgor’s obligations to the Lenders and to execute this Pledge Agreement to grant the Agent a security interest in the same for the ratable benefit of the Lenders.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Pledgor and the Agent agree as follows:

1. Collateral. The Pledgor hereby pledges and assigns to the Agent, and grants the Agent a security interest in, for the ratable benefit of the Lenders, all of the Pledgor’s right, title and interest in the Pledgor’s Deposit Account No. [\_\_\_\_\_] maintained with the Agent (together with any replacement or substitute accounts, the “**Account**”) and all substitutions, additions, interest, and other distributions arising out of or in respect thereof, all general intangibles relating thereto, and all products and proceeds, both cash and non-cash, arising out of or in respect of any of the foregoing, together with other instruments of assignment executed in blank or endorsements as may have been requested by the Agent as necessary or appropriate for the Agent’s security interest in such collateral to attach, become perfected, achieve priority over competing claimants and otherwise be preserved. Capitalized terms used in this Pledge Agreement, and not otherwise defined herein, shall have the same meaning herein as in the Uniform Commercial Code as adopted and in effect in the Commonwealth of Massachusetts (the “**UCC**”).

2. Definitions. The following additional terms shall have the following meanings:

(a) Collateral. The Account, and all other property assigned or pledged to the Agent pursuant to Section 1 hereof, and all income therefrom, increases therein and proceeds thereof.

(b) Event of Default. Any failure of the Pledgor to comply with the terms and conditions of this Pledge Agreement, and/or the occurrence of any Termination Event under and as defined in the Agreement.

(c) Obligations. All obligations and liabilities of the Pledgor to the Agent and the Lenders including, without limitation, the following: (i) all "Obligations" as defined in the Agreement; (ii) all loans, advances, indebtedness, notes, obligations, overdrafts, and amounts now or hereafter at any time owing by the Pledgor to the Agent and/or the Lenders (including all future advances or the like whether or not given pursuant to a commitment by the Agent and/or the Lenders), whether or not any of such are liquidated, unliquidated, primary, secondary, secured, unsecured, direct, indirect, absolute, contingent, or of any other type, nature, or description, or by reason of any cause of action which the Agent and/or the Lenders may hold against the Pledgor; (iii) all interest, fees, and other amounts which may be charged to the Pledgor and/or which may be due from the Pledgor to the Agent and/or the Lenders from time to time; (iv) any and all covenants of the Pledgor to or with the Agent and/or the Lenders; and (v) all costs, expenses and costs of collection (including reasonable legal fees and expenses).

### 3. Security for Obligations; Debits from Account.

(a) This Pledge Agreement and the security interest in and assignment and pledge of the Collateral hereunder are granted to the Agent, for the ratable benefit of the Lenders, as first priority assignment, pledge, and security interest for the payment and performance of all of the Obligations.

(b) The Pledgor hereby acknowledges and agrees that the Agent may, at any time after the occurrence of an Event of Default, debit all or a portion of the funds in the Account and apply the same in reduction of the Obligations.

### 4. Interest, Dividends, Etc.

(a) Any sums or other property paid or distributed upon or with respect to any of the Collateral, whether by dividend, interest or redemption or upon the liquidation or dissolution of the issuer thereof or otherwise, shall be paid over and delivered to the Agent to be held by the Agent for the ratable benefit of the Lenders as security for the payment and performance in full of all of the Obligations.

(b) All sums of money that are delivered to the Agent pursuant to this Section 4 shall be deposited into the Account with the Agent. Interest earned on the Account shall be deposited in the Account.

5. Warranty of Title; Authority. The Pledgor hereby represents, warrants, covenants and agrees that:

(a) The Pledgor has good and marketable title to the Collateral, subject to no pledges, liens, security interests, charges, options, restrictions or other encumbrances or other adverse claims except the pledge, assignment and security interest created by this Pledge Agreement;

(b) The Pledgor has full power, authority and legal right to execute, deliver and perform its obligations under this Pledge Agreement and to pledge, assign and grant a security interest in all of the Collateral pursuant to this Pledge Agreement;

(c) The execution, delivery and performance hereof and the pledge and assignment of and granting of a security interest in the Collateral hereunder do not contravene any law, rule or regulation or any judgment, decree or order of any tribunal or of any agreement or instrument to which the Pledgor is a party or by which the Pledgor or any of the Pledgor's property is bound or affected or constitute a default thereunder;

(d) The Pledgor will defend the Agent's rights and security interest in the Collateral against the claims and demands of all persons whomsoever; and

(e) The Pledgor will have the like title to and right to pledge and assign and grant a security interest in the Collateral hereafter pledged or assigned or in which a security interest is granted to the Agent hereunder and will likewise defend the Agent's rights, pledge, assignment and security interest thereof and therein.

6. Remedies.

(a) Upon the occurrence of any Event of Default, the Agent shall have the following rights and remedies in addition to the rights and remedies of a secured party under the UCC, the laws of the Commonwealth of Massachusetts, or otherwise, all such rights and remedies being cumulative, not exclusive, and enforceable alternatively, successively or concurrently, at such time or times as the Agent deems expedient:

(i) the Agent may demand, sue for, collect or make any compromise or settlement the Agent deems suitable in respect of any of the Collateral;

(ii) the Agent may apply, assign or deliver or otherwise dispose of any or all of the Collateral, upon such terms at such place or places, at such time or times and to such entities or other persons as the Agent thinks expedient, all without demand for performance by the Pledgor or any notice or advertisement whatsoever except as expressly provided herein or as may otherwise be required by law; and

(iii) the Agent may set off, debit, or otherwise apply against any of the Obligations any sums standing to the credit of the Account.

(b) In the event of any disposition of any of the Collateral as provided in clause (iii) of Section 6(a), the Agent may immediately enforce its rights hereunder without any other notice and without compliance with any other condition precedent now or hereunder imposed by statute, rule of law or otherwise (all of which are hereby expressly waived by the Pledgor, to the fullest extent permitted by law).

(c) The Agent may apply the cash proceeds actually received from any set-off, application, or other disposition or collection of any of the Collateral to the reasonable expenses of retaking, holding, and the like, to reasonable attorneys' fees, travel and all other expenses which may be incurred by the Agent and/or the Lenders in attempting to collect any of the Obligations or to enforce this Pledge Agreement or in the prosecution or defense of any action or proceeding related to the subject matter of this Pledge Agreement, and then to the Obligations of the Pledgor in such order or preference as the Agent and the Lenders may determine after proper allowance for any Obligations not then due. Only after such applications and the Obligations have been paid in full in cash, and after payment by the Agent of any amount required by § 9-608(a)(1) of the UCC, need the Agent account to the Pledgor for any surplus.

7. Marshalling. The Agent shall not be required to marshal any present or future collateral security for (including but not limited to this Pledge Agreement and the Collateral), or other assurances of payment of, the Obligations or any of them, or to resort to such collateral security or other assurances of payment in any particular order. All of the Agent's rights and remedies hereunder and in respect of such security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the extent that the Pledgor lawfully may, the Pledgor hereby agrees that the Pledgor will not invoke any law relating to the marshalling of collateral that might cause delay in or impede the enforcement of the Agent's rights under this Pledge Agreement or under any other instrument evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured, and to the extent that it lawfully may the Pledgor hereby irrevocably waives the benefits of all such laws.

8. Pledgor's Obligations Not Affected. The obligations of the Pledgor hereunder shall remain in full force and effect without regard to, and shall not be impaired by, (a) any exercise or nonexercise, or any waiver, by the Agent and/or the Lenders of any right, remedy, power or privilege under or in respect of any of the Obligations or any collateral security therefor (including this Pledge Agreement); (b) any amendment to or modification of the Loan Arrangements and/or any other agreement among the Pledgor, the Agent and the Lenders, or any of the other documents, agreements or instruments now existing or hereafter arising relating thereto or any of the Obligations; (c) any amendment to or modification of any instrument (other than this Pledge Agreement) securing any of the Obligations; or (d) the taking of additional security for, or any other assurances of payment of, any of the Obligations or the release or discharge or termination of any security or other assurances of payment or performance for any of the Obligations; whether or not the Pledgor shall have notice or knowledge of any of the foregoing.

9. Transfer, Etc. by Pledgor. Without the prior written consent of the Agent, the Pledgor will not sell, assign, transfer, withdraw, or otherwise dispose of, grant any option with respect to, or pledge or grant any security interest in or otherwise encumber or restrict any of the Collateral or any interest therein, except for the pledge and assignment thereof and security interest therein provided for in this Pledge Agreement. Further, the Pledgor will not permit any involuntary lien or encumbrance to be placed upon or attach to any of its interest in the Collateral.

10. Further Assurances. The Pledgor will do all such acts, and will furnish to the Agent and the Lenders all such financing statements, certificates, legal opinions and other documents and will obtain all such governmental consents and corporate or other approvals and will do or cause to be done all such other things as the Agent and the Lenders may reasonably request from time to time in order to give full effect to this Pledge Agreement and to secure, preserve and protect the rights of the Agent and the Lenders hereunder, all without any cost or expense to the Agent and the Lenders. If the Agent so elects, a photocopy of this Pledge Agreement may at any time and from time to time be transmitted to any issuer of any of the Collateral or any broker or other financial intermediary or book-entry custodian in possession of any of the Collateral or on whose books any of the Collateral is registered or be filed by the Agent as a financing statement in any recording office in any jurisdiction.

11. Agent's and Lenders Exoneration. Except as expressly provided under applicable law with respect to a secured creditor's duty to preserve collateral in the secured creditor's possession, under no circumstances shall the Agent and/or the Lenders be deemed to assume any responsibility for or obligation or duty with respect to any part or all of the Collateral or any nature or kind or any matter or proceedings arising out of or relating thereto, and the Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equivalent to that which the Agent accords its own property consisting of similar interests. The Agent shall not be required to take any action of any kind to collect, preserve or protect its or the Pledgor's rights in any of the Collateral or against other parties thereto. The Agent's prior recourse to any part or all of the Collateral shall not constitute a condition of any demand, suit or proceeding for payment or collection of any of the Obligations.

12. No Waiver, Etc. Neither this Pledge Agreement nor any term hereof may be changed, waived, discharged or terminated except by a written instrument expressly referring to this Pledge Agreement and to the provisions so modified or limited, and executed by the party to be charged. No act, failure or delay by the Agent shall constitute a waiver of its rights and remedies hereunder or otherwise. No single or partial waiver by the Agent of any default or right or remedy that it may have shall operate as a waiver of any other default, right or remedy or of the same default, right or remedy on a future occasion. The Pledgor hereby waives acceptance and notice of acceptance of this Pledge Agreement and presentment, notice of dishonor and protest of all instruments, included in or evidencing any of the Obligations or any of the Collateral, and any and all other notices and demands whatsoever.

13. Termination. This Pledge Agreement and the security interest granted herein, shall terminate, and the Agent shall return to the Pledgor all Collateral then held by Agent, if any, when all Obligations have been paid, in full, in good and collected funds and any commitments or obligations of the Agent, if any, to make loans or financial accommodations to the Pledgor have been terminated.

14. Notice, Etc. All notices, requests and other communications hereunder shall be made in writing and shall be delivered by nationally recognized overnight courier (Federal Express, UPS, etc.) to the addresses set forth in the Agreement.

15. Governing Law. THIS PLEDGE AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

16. Waiver of Jury Trial. THE PLEDGOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS PLEDGE AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS.

17. Miscellaneous. The headings of each section of this Pledge Agreement are for convenience only and shall not define or limit the provisions thereof. This Pledge Agreement and all rights and obligations hereunder shall be binding upon the Pledgor and the Pledgor's representatives, successors and assigns, and shall inure to the benefit of the Agent, the Lenders, and their respective successors and assigns. If any term of this Pledge Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall be in no way affected thereby, and this Pledge Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Pledgor acknowledges receipt of a copy of this Pledge Agreement.

**[remainder of page intentionally blank]**



IN WITNESS WHEREOF, intending to be legally bound, the Pledgor and the Agent have caused this Pledge Agreement to be executed as a sealed instrument as of the date first above written.

“AGENT”

“PLEDGOR”

**SILICON VALLEY BANK**

**VRINGO, INC.**

By: /s/ Shawn Goozman  
Name: Shawn Goozman  
Title: Head of Advisory Services

By: /s/ Jon Medved  
Name: Jon Medved  
Title: CEO

[Signature Page to Pledge and Security Agreement]



## **Vringo Announces Bank Settlement Agreement**

### **Settlement to Strengthen Vringo's Balance Sheet**

NEW YORK — June 14, 2011 — Vringo, Inc. (NYSE Amex: VRNG), a provider of software platforms for mobile video applications and video ringtones, today announced that it has entered into a Settlement Agreement (the "Agreement") with its primary lenders (the "Lenders"), pursuant to which the Lenders will forgive approximately \$1.4 million of their outstanding loans to Vringo, representing 50% of the outstanding balance. The debt forgiveness is anticipated to strengthen Vringo's balance sheet for its second quarter, subject to review by Vringo's accountants and auditors.

Under the terms of the Agreement, in exchange for the \$1.4 million in debt forgiveness, Vringo will make two payments to the Lenders, with the first payment of approximately \$331,339 due upon execution of the Agreement, and the second payment of \$1,050,873 due within 75 days of execution of the Agreement. In addition, Vringo will issue the Lenders 250,000 shares of its common stock, and the Lenders' outstanding warrants to purchase 250,000 shares of Vringo's common stock at \$2.75 per share will be cancelled. As a result of the Agreement, the loan will be settled 19 months early.

"This is a significant development for Vringo and our stockholders," said Jon Medved, Vringo's Chief Executive Officer. "By negotiating a successful settlement to our outstanding balance with our primary lenders, we are able to eliminate \$1.4 million of debt. We believe this agreement strengthens our financial position and provides additional flexibility as we continue to grow our business and expand our reach in the global mobile video market."

### **About Vringo**

Vringo (NYSE Amex: VRNG) is a leading provider of software platforms for mobile video services and video ringtones. With its award-winning video ringtone application and other mobile software platforms, Vringo transforms the basic act of making and receiving mobile phone calls into a highly visual, social experience. Vringo's core mobile application, which is compatible with more than 400 handsets, enables users to create or take video, images and slideshows from virtually anywhere and turn it into their visual call signature. In a first for the mobile industry, Vringo has introduced its patented VringForward technology, which allows users to share video clips with friends with a simple call. Vringo has been heralded by The New York Times as "the next big thing in ringtones" and USA Today said Vringo's application has "to be seen to be believed." Vringo has launched its service with various international mobile operators, holds licensing deals with over 40 major content partners and maintains a library of more than 12,000 video ringtones for users in various territories. For more information, visit: <http://ir.vringo.com>.

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For more information about how video ringtones work, visit: [www.vringo.com](http://www.vringo.com).

### **Forward-Looking Statements**

This press release includes forward-looking statements that involve risks and uncertainties. Forward-looking statements are statements that are not historical facts. Such forward-looking statements are subject to risks and uncertainties, which could cause actual results to differ from the forward-looking statements. Vringo expressly disclaims any obligation to publicly update any forward-looking statements contained herein, whether as a result of new information, future events or otherwise, except as required by law.

### **Contacts:**

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