

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

Filing Date: **2005-03-07** | Period of Report: **2005-03-03**
SEC Accession No. **0001144204-05-006767**

([HTML Version](#) on [secdatabase.com](#))

FILER

ROOMLIX INC

CIK: **1021096** | IRS No.: **223201557** | State of Incorporation: **NJ** | Fiscal Year End: **1231**
Type: **8-K** | Act: **34** | File No.: **000-26213** | Film No.: **05662756**
SIC: **8742** Management consulting services

Mailing Address
788 SHREWSBURY AVE
TINTON NJ 07724

Business Address
788 SHREWSBURY AVE
TINTON NJ 07724
(201) 525-1777

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

FORM 8-K
CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): March 3, 2005

ROOMLINX, INC.
(Exact Name of Registrant as Specified in its Charter)

Nevada	000-26213	83-0401552
-----	-----	-----
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

401 Hackensack Avenue, 3rd Floor, Hackensack, New Jersey	07601
-----	-----
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code (201) 525-1777

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- 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))

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

See the discussion under Item 3.02, below, which is incorporated herein by reference.

ITEM 3.02 UNREGISTERED SALES OF EQUITY SECURITIES.

Sale of Convertible Debentures and Warrants

On March 3, 2005, RoomLinX, Inc. (the "Company") closed a Securities Purchase Agreement with 17 accredited investors (collectively, the "Investors"), pursuant to which the Company sold and issued to the Investors \$1.1 million aggregate principal amount of convertible debentures (the "Convertible Debentures") and warrants (the "Warrants") to purchase 9,533,333 shares of the Company's Common Stock.

The Convertible Debentures mature on the earlier of September 2, 2005 or the date the Company consummates a subsequent financing with gross cash proceeds of at least \$1.0 million, bear interest at a rate of 11% per annum and are convertible into shares of the Company's Common Stock at a conversion price equal to \$0.075 per share of Common Stock, subject to adjustment. The Warrants are exercisable at an initial cash exercise price of \$0.075 per share, subject to adjustment, and expire on September 2, 2010.

Registration Rights

In connection with the sale and issuance of the Convertible Debentures and Warrants, the Company and the Investors entered into a Registration Rights Agreement, pursuant to which the Company agreed to prepare and file, upon a written request of the Investors if the Company has not filed a registration statement within four months after the closing date, a registration statement with the SEC covering the resale of the shares of Common Stock issuable upon conversion of the Convertible Debentures and exercise of the Warrants. If the registration statement is not timely filed, or declared effective within 90 days after filing with the SEC or, if after the registration statement is first declared effective by the SEC it ceases for any reason to remain continuously effective for more than 20 consecutive calendar days or more than 40 calendar days during any 12 month period, the Company will be required to pay specified liquidated damages to the Investors as set forth in the Registration Rights Agreement.

Placement Agent's Fees

The Company retained Casimir Capital L.P. to act as its placement agent and agreed to pay Casimir a cash fee of \$99,000 and to issue to Casimir five-year warrants to purchase 1,430,000 shares of the Company's Common Stock at an exercise price of \$0.075 per share. The Company also agreed to pay Casimir \$15,000 for its legal and administrative fees in connection with the transactions contemplated by the Securities Purchase Agreement,

Exemption from Registration

The sale of Convertible Debentures and Warrants to the Investors was

not registered under the Securities Act of 1933, as amended (the "Act"), and the Convertible Debentures and Warrants were issued and sold in reliance upon the

-2-

exemption from registration contained in Section 4(2) of the Act and Regulation D promulgated thereunder. The Convertible Debentures and the Warrants and the underlying shares of Common Stock may not be offered or sold in the United States in the absence of an effective registration statement or an exemption from the registration requirements under the Act.

Copies of the Agreements

Copies of the definitive agreements relating to the sale and issuance of the Convertible Debentures and the Warrants are filed herewith as Exhibits. The summary of terms set forth above is qualified by reference to such exhibits.

Press Release

On March 4, 2005, the Company issued a press release announcing the consummation of the sale and issuance of the Convertible Debentures and the Warrants. A copy of the press release is filed herewith as Exhibit 99.1.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(c) Exhibits.

There are filed as part of this report the exhibits listed on the accompanying Index to Exhibits, which is incorporated herein by reference.

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.

ROOMLINX, INC.

By: /s/ Frank Elenio

Frank Elenio
Chief Financial Officer

Dated: March 4, 2005

-3-

INDEX TO EXHIBITS

EXHIBIT NO.	DESCRIPTION
4.1	Form of Convertible Debenture of RoomLinX, Inc.
4.2	Form of Warrant to Purchase Common Stock of RoomLinX, Inc.
10.1	Securities Purchase Agreement, dated as of March 2, 2005, by and among RoomLinX, Inc. and the Investors named therein.
10.2	Registration Rights Agreement, dated as of March 2, 2005, by and among RoomLinX, Inc. and the Investors named therein.
99.1	Press Release issued by RoomLinX, Inc. on March 4, 2005.

NEITHER THIS DEBENTURE NOR ANY SHARES OF COMMON STOCK ISSUABLE UPON CONVERSION OF THIS DEBENTURE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") OR UNDER THE SECURITIES LAWS OF ANY STATE. NEITHER THIS DEBENTURE NOR ANY SHARES OF COMMON STOCK ISSUABLE UPON CONVERSION OF THIS DEBENTURE MAY BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE DEBENTURES UNDER SUCH ACT OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED PURSUANT TO A VALID EXEMPTION THEREFROM UNDER THE ACT.

ROOMLINX, INC.

CONVERTIBLE DEBENTURE

March 2, 2005

\$XXXXX.00

FOR VALUE RECEIVED, the undersigned RoomLinX Inc., a Nevada corporation (referred to herein as "Borrower" or the "Company"), promises to pay to the order of [Lender], with an address at [lender's address] ("Lender"), the principal sum of [] and 00/100 Dollars (\$XX,XXX.00), or such lesser principal amount as is then outstanding on the earlier of 180 days from the date hereof or such date that the Company consummates a financing with gross cash proceeds of at least \$1,000,000 (the "Maturity Date"), and interest thereon at a rate equal to eleven percent (11%) per annum (the "Interest Rate"), payable at maturity. The principal balance then outstanding under this convertible debenture ("Debenture") plus accrued but unpaid interest shall be paid in full on the Maturity Date along with payment of any other amounts due hereunder. Neither principal nor interest may be prepaid in whole or in part without the prior written consent of the Lender.

Notwithstanding any other provision hereof, interest paid or becoming due hereunder shall in no event exceed the maximum rate permitted by applicable law. All amounts due hereunder are payable in lawful money of the United States of America to the Lender at the address above indicated.

This is the Debenture referred to in the Securities Purchase Agreement ("Securities Purchase Agreement"), to be executed by the Borrower and Lender as of the date hereof. The terms and conditions of the Securities Purchase Agreement and all other documents and instruments delivered in connection therewith, including, without limitation, the Registration Rights Agreement (collectively, the "Loan Documents") are incorporated by reference herein and made a part hereof. The execution and delivery of the Loan Documents shall not be a condition to the effectiveness of this Debenture upon execution and delivery hereof by the Borrower. The Borrower has taken all necessary action to authorize the execution, delivery and performance of this Debenture. This

Debenture constitutes the legal, valid and binding obligations of the Borrower, enforceable against it in accordance with its terms. Notwithstanding anything contained herein or in the Loan Documents, this Debenture shall be in default and Lender shall have all rights and remedies available to it under the law, in the event that Borrower shall not pay any amounts hereunder when due. All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Securities Purchase Agreement.

Section 1. (a) At any time from the date hereof through the date that this Debenture is paid in full, Lender shall have the right, in its sole discretion, to convert the principal balance of this Debenture then outstanding plus accrued but unpaid interest, in whole or in part, into shares of Common Stock, par value \$.001 per share ("Common Stock") of the Borrower at a conversion price equal to \$.075 per share of Common Stock, subject to adjustment as provided herein (the "Conversion Price").

(b) Lender may convert this Debenture at the then applicable Conversion Price by the surrender of this Debenture (properly endorsed) at the principal office of the Borrower, or at such other agency or office of the Borrower in the United States of America as the Borrower may designate by notice in writing to the Lender at the address of Lender appearing herein. The Lender shall effect conversions by delivering to the Borrower the form of Notice of Conversion attached hereto as Annex A (a "Notice of Conversion"), specifying therein the principal amount of Debenture to be converted and the date on which such conversion is to be effected (a "Conversion Date"). If no Conversion Date is specified in a Notice of Conversion, the Conversion Date shall be the date that such Notice of Conversion is provided hereunder. To effect conversions hereunder, the Lender shall not be required to physically surrender Debentures to the Borrower unless the entire principal amount of this Debenture plus all accrued and unpaid interest thereon has been so converted. Conversions hereunder shall have the effect of lowering the outstanding principal amount of this Debenture in an amount equal to the applicable conversion. The Lender and the Borrower shall maintain records showing the principal amount converted and the date of such conversions. The Lender and any assignee, by acceptance of this Debenture, acknowledge and agree that, by reason of the provisions of this paragraph, following conversion of a portion of this Debenture, the unpaid and unconverted principal amount of this Debenture may be less than the amount stated on the face hereof. In the event of the conversion of all or a portion of this Debenture, a certificate or certificates for the securities so converted, as applicable, registered in the name of the Lender, shall be delivered to the Lender as soon as practicable after the receipt by Borrower of this Debenture and Lender's written request for conversion.

(c) In addition to the conversion rights above, the Lender shall have the right, in its sole discretion, to convert the principal balance of this Debenture then outstanding plus accrued but unpaid interest, in whole or in part, into equity securities of the Borrower being issued in any private offering of equity securities of the Company consummated prior to the Maturity Date, upon the terms and conditions of such offering, at a conversion price

equal to the lower of (i) the purchase price paid by such investors in such private offering or (ii) a purchase price for such equity securities calculated based on an assumption that the lowest underlying conversion price of such equity securities is equal to the then effective Conversion Price.

2

Section 2. If the Borrower, at any time while this Debenture is outstanding, (A) shall pay a stock dividend or otherwise make a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock, (B) subdivide outstanding shares of Common Stock into a larger number of shares, (C) combine (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (D) issue by reclassification of shares of the Common Stock any shares of capital stock of the Borrower, then the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding before such event and of which the denominator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding after such event. Any adjustment made pursuant to this paragraph shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification.

In case of any consolidation or merger of the Borrower with or into another corporation or the conveyance of all or substantially all of the assets of the Borrower to another corporation, this Debenture shall thereafter be convertible (to the extent such conversion is permitted hereunder) into the number of shares of stock or other securities or property to which a holder of the number of shares of Common Stock of the Borrower deliverable upon conversion of this Debenture would have been entitled upon such consolidation, merger or conveyance; and, in any such case, appropriate adjustment shall be made in the application of the provisions herein set forth with respect to the rights and interest thereafter of the holders of this Debenture, to the end that the provisions set forth herein shall be thereafter applicable, as nearly as reasonably may be, in relation to any shares of stock or other property thereafter deliverable upon the conversion of the Debenture.

Section 3. (a) If the Borrower at any time while this Debenture is outstanding shall issue, or be deemed to have issued (a "Triggering Issuance"), Additional Shares of Common Stock (as hereinafter defined) without consideration or for consideration per share of Common Stock less than the then applicable Conversion Price (the "Dilutive Price") in effect immediately prior to such issuance, then forthwith upon the occurrence of any such event (the "Dilutive Event"), if such Triggering Issuance occurs prior to the 60th day following the consummation of a subsequent financing by the Company with gross cash proceeds of at least \$3,000,000 (the "Qualified Offering"), then the Conversion Price shall be reduced so that the Conversion Price in effect immediately following

the Dilutive Event will equal the Dilutive Price; if such Triggering Issuance occurs after the 60th day following the consummation of a Qualified Offering, then the Conversion Price in effect immediately following the Dilutive Event will equal a price determined by multiplying such Conversion Price by a fraction of which the numerator shall be the number of shares of Common Stock outstanding immediately prior to the Dilutive Issuance plus the number of shares of Common Stock which the aggregate offering price for such Dilutive Issuance (assuming receipt by the Company in full of all consideration payable upon exercise of such rights, options or warrants) would purchase at the Conversion Price, and the denominator of which shall be the sum of the number of shares of Common Stock outstanding immediately prior to the Dilutive Issuance plus the number of shares of Common Stock so issued or issuable in connection with the Dilutive Issuance.

As used herein:

"Additional Shares of Common Stock" shall mean all shares of Common Stock issued or deemed to be issued by the Borrower after the date hereof which represent a Triggering Issuance. If the Borrower issues any Options or Convertible Securities (as hereinafter defined), the maximum number of shares of Common Stock issuable thereunder shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue, if the consideration per share of such Additional Shares of Common Stock (as hereinafter determined) is less than the then-applicable Conversion Price, until such time as such Options or Convertible Securities shall terminate or be exercised or converted into Common Stock, upon which time the number of shares of Common Stock actually thereupon issued shall be deemed to be Additional Shares of Common Stock. The Borrower shall be deemed to have issued the maximum number of shares of Common Stock potentially underlying any Options or Convertible Securities. Notwithstanding the foregoing, no issuance or deemed issuance nor Common Stock or options or warrants to purchase Common Stock issued to (i) officers, directors or employees of or consultants to the Borrower pursuant to any compensation agreement, plan or arrangement or the issuance of Common Stock upon the exercise of any such options or warrants, provided such securities were issued prior to the date hereof or pursuant to a stock option plan that was approved by the board of directors and stockholders of the Borrower or were assumed in a merger or other business combination by the Borrower; (ii) upon conversion of existing convertible securities outstanding as of the date hereof or this Debenture; (iii) upon exercise of outstanding warrants existing as of the date hereof; and (iv) in connection with a business acquisition where the stockholders of the Borrower prior to such acquisition own 50% or more of the Common Stock of the Borrower following such acquisition, or to an institution or bank lender or licensor of tangible or intangible

property in connection with a loan transaction or equipment lease or licensing transaction (provided that the primary purpose of any such equipment lease or licensing transaction is not raising capital), shall be deemed the issuance of Additional Shares of Common Stock.

4

"Options" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire either Common Stock or Convertible Securities.

"Convertible Securities" shall mean any evidences of indebtedness, shares (other than Common Stock) or other securities directly or indirectly convertible into or exchangeable for Common Stock.

With respect to Options and Convertible Securities, "consideration" per share of Additional Shares of Common Stock shall be determined by adding (x) the aggregate consideration received upon issuance of the Options or Convertible Securities divided by the number of shares receivable upon the exercise or conversion thereof and (y) the minimum possible consideration per share received or to be received per share upon the exercise, conversion or exchange of such Options or Convertible Securities for shares of Common Stock. Common Stock outstanding as of a given date shall be the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding.

Upon the occurrence of each adjustment or readjustment of the Conversion Price hereunder, the Borrower at its expense promptly shall compute such adjustment or readjustment and furnish to the holder of this Debenture a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based.

Section 4. This Debenture and any of the rights granted hereunder are freely transferable by the Lender, in its sole discretion, subject to federal and state securities law restrictions, if any.

Section 5. The Borrower covenants that it will at all times reserve and keep available out of its authorized and unissued shares of Common Stock solely for the purpose of issuance upon conversion of this Debenture, each as herein provided, free from preemptive rights or any other actual contingent purchase rights of persons other than the Lender, not less than such number of shares of the Common Stock as shall be issuable upon the conversion of the outstanding principal amount of this Debenture. The Borrower covenants that all shares of Common Stock that shall be so issuable shall, upon issue, be duly and validly authorized, issued and fully paid, nonassessable. No consent of any other party and no consent, license, approval or authorization of, or registration or declaration with, any governmental authority, bureau or agency is required in connection with the execution, delivery or performance by the Borrower, or the validity or enforceability of this Debenture other than such as have been met or obtained. The execution, delivery and performance of this Debenture and all

other agreements and instruments executed and delivered or to be executed and delivered pursuant hereto or thereto or the securities issuable upon conversion of this will not violate any provision of any existing law or regulation or any order or decree of any court, regulatory body or administrative agency or the certificate of incorporation or by-laws of the Borrower or any mortgage, indenture, contract or other agreement to which the Borrower is a party or by which the Borrower or any property or assets of the Borrower may be bound.

Section 6. Upon a conversion hereunder the Borrower shall not be required to issue stock certificates representing fractions of shares of the Common Stock, and in lieu of any fractional shares which would otherwise be issuable, the Borrower shall issue the next highest whole number of shares of Common Stock.

5

Section 7. If (i) the Borrower shall declare a dividend (or any other distribution) on the Common Stock; (ii) the Borrower shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock; (iii) the Borrower shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights; (iv) the approval of any stockholders of the Borrower shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Borrower is a party, any sale or transfer of all or substantially all of the assets of the Borrower, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property; or (v) the Borrower shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Borrower; then, in each case, the Borrower shall cause to be filed at each office or agency maintained for the purpose of conversion of the Debentures, and shall cause to be mailed to the Lender at its last address as shall appear upon the debenture records of the Borrower, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (i) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distribution, redemption, rights or warrants are to be determined, or (ii) the date on which such reclassification, consolidation, merger, sale, transfer, share exchange, dissolution, liquidation or winding up is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer, share exchange, dissolution, liquidation or winding up, provided, that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice. The Lender is entitled to convert this Debenture during the 20-day period commencing the date of such notice to the effective date of the event triggering such notice.

Section 8. The issuance of certificates for shares of the Common Stock or other securities on conversion of this Debenture shall be made without charge to the Lender for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificate, provided that the Borrower shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the Lender and the Borrower shall not be required to issue or deliver such certificates unless or until the person or persons requesting the issuance thereof shall have paid to the Borrower or its designee the amount of such tax or shall have established to the satisfaction of the Borrower that such tax has been paid.

Section 9. Any payment of principal or interest which remains unpaid for more than five (5) days after such payment is due shall be subject to a cash penalty equal to one and one half percent (1.5%) compounded monthly, for each month that payment in full is not received up to a maximum of eight percent (8%). Notwithstanding anything herein to the contrary, in the event this Debenture is not paid in full or converted on or prior the Maturity Date, interest at the Interest Rate shall compound on a monthly basis, commencing immediately following such Maturity Date.

6

Borrower agrees that in the event any amounts due and payable hereunder are collected by law or through an attorney at law, to pay all costs of collection, including, without limitation, reasonable attorney's fees.

Nothing herein shall limit any right granted to Lender by any other instrument or document or by law or equity.

The undersigned for itself, and its respective successors and assigns, hereby waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance or endorsement of this Debenture.

Section 10. Each of the following events, if occurring while any of the principal or interest of this Debenture remains unpaid, shall constitute an "Event of Default" hereunder:

- (a) The Borrower shall fail to pay the principal or interest of this Debenture or any other amounts payable to the Lender hereunder when due whether at scheduled maturity, upon acceleration or otherwise.
- (b) Any representation or warranty made or deemed to be made by the Borrower (or any of its officers, directors, employees or agents) under or in connection with this Debenture or in any Loan Document shall prove to have been false or incorrect in any material respect when made.

- (c) The Borrower shall fail to observe or perform any other material covenant, agreement or warranty contained in, or otherwise commit any material breach of any of the Loan Documents, which failure or breach is not cured, if possible to cure, within the earlier to occur of (A) 5 business days after notice of such default is sent by the Lender or by any other Lender and (B) 10 business days after the Borrower shall become or should have become aware of such failure or breach.
- (d) The Borrower or any of its active subsidiaries shall commence, or there shall be commenced against the Borrower or any such active subsidiary a case under any applicable bankruptcy or insolvency laws as now or hereafter in effect or any successor thereto, or the Borrower commences any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to the Borrower or any active subsidiary thereof or there is commenced against the Borrower or any active subsidiary thereof any such bankruptcy, insolvency or other proceeding which remains undismissed for a period of 60 days; or the Borrower or any active subsidiary thereof is adjudicated insolvent or bankrupt; or any order of relief or other order approving any such case or proceeding is entered; or the Borrower or any active subsidiary thereof suffers any appointment of any custodian or the like for it or any substantial part of its property which continues undischarged or unstayed for a period of 60 days; or the Borrower or any active subsidiary thereof makes a general assignment for the benefit of creditors; or the Borrower shall fail to pay, or shall state that it is unable to pay, or shall be unable to pay, its debts generally as they become due; or the Borrower or any active subsidiary thereof shall call a meeting of its creditors with a view to arranging a composition, adjustment or restructuring of its debts; or the Borrower or any active subsidiary thereof shall by any act or failure to act expressly indicate its consent to, approval of or acquiescence in any of the foregoing; or any corporate or other action is taken by the Borrower or any active subsidiary thereof for the purpose of effecting any of the foregoing;

Immediately upon the occurrence of an Event of Default, at Lender's option, (i) the Maturity Date shall be deemed to have occurred automatically and (ii) the entire principal amount of this Debenture then outstanding, all other amounts payable by the Borrower hereunder shall automatically become and be due and payable, without presentment, demand, protest or any notice of any kind, all of which are hereby expressly waived by the Borrower, anything herein to the contrary notwithstanding.

Section 11. Any and all notices or other communications or deliveries to be provided by the Lender hereunder, including, without limitation, any conversion notice, shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service or sent by certified

or registered mail, postage prepaid, addressed to the Borrower, 401 Hackensack Ave., 3rd Floor, Hackensack, NJ 07601, with a copy to Lowenstein Sandler, P.C., 65 Livingston Avenue, Roseland, NJ 07068, Attn: Peter H. Ehrenberg, Esq., or such other address or facsimile number as the Borrower may specify for such purposes by notice to the Lender delivered in accordance with this paragraph. Any and all notices or other communications or deliveries to be provided by the Borrower hereunder shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, addressed to each Lender at the address of such Lender appearing on the books of the Borrower, or if no such address appears, at the principal place of business of the Lender. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission if delivered by hand or by telecopy that has been confirmed as received by 5:00 P.M. on a business day, (ii) one business day after being sent by nationally recognized overnight courier or received by telecopy after 5:00 P.M. on any day, or (iii) five business days after being sent by certified or registered mail, postage and charges prepaid, return receipt requested.

Section 12. Upon the occurrence and during the continuation of an Event of Default and the declaration of the Maturity Date, the Lender shall have, in addition to all other rights and remedies under this Agreement, this Debenture and related documents, all other rights and remedies provided under each applicable jurisdiction and other applicable laws, which rights shall be cumulative.

Section 13. This Debenture and the provisions hereof are to be construed according to and are governed by the laws of the State of New York, without regard to principles of conflicts of laws thereof.

8

IN WITNESS WHEREOF, the Borrower has caused this Debenture to be duly executed by a duly authorized officer as of the date first above indicated.

ROOMLINX, INC.

By: _____
Name: Frank Elenio
Title: Chief Financial Officer

9

ANNEX A

NOTICE OF CONVERSION

To Be Executed by the Holder
in Order to Convert Note

The undersigned Lender hereby elects to convert \$_____ currently outstanding and owed under the Convertible Debenture issued to [_____] at a Conversion Price of \$_____ (the "Debenture") and to purchase _____ shares of Common Stock of RoomLinX, Inc. issuable upon conversion of such Debenture, and requests that certificates for such securities shall be issued in the name of:

(please print or type name and address)

(please insert social security or other identifying number)

and be delivered as follows:

please print or type name and address)

(please insert social security or other identifying number)

[NAME OF LENDER]

By: _____

Name:

Title:

Conversion Date: _____

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

COMMON STOCK PURCHASE WARRANT

To Purchase [XX] Shares of Common Stock of

ROOMLINX, INC.

THIS COMMON STOCK PURCHASE WARRANT CERTIFIES that, for value received, [_____] (the "Holder"), is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after the date hereof (the "Initial Exercise Date") and on or prior to the close of business on the fifth anniversary of the Initial Exercise Date (the "Termination Date") but not thereafter, to subscribe for and purchase from RoomLinX, Inc., a Nevada corporation (the "Company"), up to [XX] shares (the "Warrant Shares") of Common Stock, par value \$.001 per share, of the Company (the "Common Stock"). The purchase price of one share of Common Stock (the "Exercise Price") under this Warrant shall be \$0.075, subject to adjustment hereunder. The Exercise Price and the number of Warrant Shares for which the Warrant is exercisable shall be subject to adjustment as provided herein. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Securities Purchase Agreement (the "Purchase Agreement"), dated March 2, 2005, by and between the Company and the original holder hereof.

1. Title to Warrant. Prior to the Termination Date and subject to compliance with applicable laws and Section 7 of this Warrant, this Warrant and all rights hereunder are transferable, in whole or in part, at the office or agency of the Company by the Holder in person or by duly authorized attorney, upon surrender of this Warrant together with the Assignment Form annexed hereto properly endorsed. The transferee shall sign an investment letter in form and substance reasonably satisfactory to the Company.

2. Authorization of Shares. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant in accordance with the provisions of this Warrant, be duly authorized,

validly issued, fully paid and nonassessable and free from all taxes, liens and charges in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

3. Exercise of Warrant.

(a) Except as provided in Section 4 herein, exercise of the purchase rights represented by this Warrant may be made at any time or times on or after the Initial Exercise Date and on or before the Termination Date by the surrender of this Warrant and the Notice of Exercise Form annexed hereto duly executed, at the office of the Company (or such other office or agency of the Company as it may designate by notice in writing to the registered Holder at the address of such Holder appearing on the books of the Company) and upon payment of the Exercise Price of the shares thereby purchased by wire transfer or cashier's check drawn on a United States bank or by means of a cashless exercise pursuant to Section 3(c), the Holder shall be entitled to receive a certificate for the number of Warrant Shares so purchased. Certificates for shares purchased hereunder shall be delivered to the Holder within three (3) trading days after the date on which this Warrant shall have been exercised as aforesaid. This Warrant shall be deemed to have been exercised and such certificate or certificates shall be deemed to have been issued, and Holder or any other person so designated to be named therein shall be deemed to have become a holder of record of such shares for all purposes, as of the date the Warrant has been exercised by payment to the Company of the Exercise Price and all taxes required to be paid by the Holder, if any, pursuant to Section 5 prior to the issuance of such shares, have been paid. If the Company fails to deliver to the Holder a certificate or certificates representing the Warrant Shares pursuant to this Section 3(a) by the third trading day after the date of exercise, then the Holder will have the right to rescind such exercise.

(b) If this Warrant shall have been exercised in part, the Company shall, at the time of delivery of the certificate or certificates representing Warrant Shares, provided that this Warrant has been surrendered to the Company, deliver to Holder a new Warrant evidencing the rights of Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

(c) At any time following the date of issuance of this Warrant, this Warrant may also be exercised, at any time prior to the Termination Date, by means of a "cashless exercise" in which the Holder

shall be entitled to receive a certificate for the number of Warrant Shares equal to the quotient obtained by dividing $[(A-B) (X)]$ by (A),

where:

- (A) = the closing bid price on the trading day preceding the date of such election;
- (B) = the Exercise Price of the Warrants, as adjusted; and
- (X) = the number of Warrant Shares issuable upon exercise of the Warrants in accordance with the terms of this Warrant by means of a cash exercise rather than a cashless exercise.

(d) If at any time following the Initial Exercise Date (a) the Company's Common Stock is then publicly traded, (b) the VWAP for any 15 consecutive trading days is at least \$0.60 (subject to adjustment in connection with any forward or reverse stock split, stock dividend, merger, reorganization or similar event) (the "Warrant Forced Exercise Triggering Period") and (c) there is an effective registration statement covering the resale of the Warrant Shares, the Company shall be entitled to force the Holder to exercise this Warrant, in whole or in part, at the then effective Exercise Price. In the event the Company elects to force exercise of this Warrant, the Company shall provide the Holder with notice of such forced exercise within 5 days after the last day of the Warrant Forced Exercise Triggering Period (the "Forced Exercise Notice"). The Forced Exercise Notice shall be sent to the Holder in accordance with the terms set forth in Section 17(d) and shall set forth the date on which the forced exercise shall occur, such date to be no less than 30 days from the date of the Forced Exercise Notice (the "Forced Exercise Date"). Prior to the Forced Exercise Date, the Holder shall have the right to exercise this Warrant in accordance with the terms hereof. Upon the Forced Exercise Date, all Warrants noticed for forced exercise that have not theretofore been exercised by the Holder shall, upon payment of the aggregate exercise price therefor, be exercised and the Company shall issued Warrant Shares upon payment of the exercise price therefor.

As used herein, "VWAP" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a trading market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the trading market on which the Common Stock is then listed or quoted as reported by Bloomberg Financial L.P. (based on a trading day from 9:30 a.m. Eastern Time to 4:02 p.m. Eastern Time); (b) if the Common Stock is not then listed or quoted on a trading market and if prices for the Common Stock are then quoted on the OTC Bulletin Board, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the OTC Bulletin Board; (c) if the Common Stock is not then listed or quoted on the OTC Bulletin Board and if prices for the Common Stock are then reported in the "Pink Sheets" published by the Pink Sheets, LLC (or a similar organization or agency succeeding to its functions of

reporting prices), the most recent bid price per share of the Common Stock so reported; or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Investors and reasonably acceptable to the Company.

-3-

4. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which Holder would otherwise be entitled to purchase upon such exercise, the Company shall pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price.

5. Charges, Taxes and Expenses. Issuance of certificates for Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such certificate to the Holder, all of which taxes and expenses shall be paid by the Company, and such certificates shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that in the event certificates for Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder; and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto.

6. Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

7. Transfer, Division and Combination.

(a) Subject to compliance with any applicable securities laws and the conditions set forth in Sections 1 and 7(e) hereof, this Warrant and all rights hereunder are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. A Warrant, if properly assigned, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

(b) This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 7(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice.

(c) The Company shall prepare, issue and deliver at its own expense (other than transfer taxes) the new Warrant or Warrants under this Section 7.

(d) The Company agrees to maintain, at its aforesaid office, books for the registration and the registration of transfer of the Warrants.

-4-

(e) If, at the time of the surrender of this Warrant in connection with any transfer of this Warrant, the transfer of this Warrant shall not be registered pursuant to an effective registration statement under the Securities Act and under applicable state securities or blue sky laws, the Company may require, as a condition of allowing such transfer, (i) that the Holder or transferee of this Warrant, as the case may be, furnish to the Company a written opinion of counsel (which opinion shall be in form, substance and scope customary for opinions of counsel in comparable transactions) to the effect that such transfer may be made without registration under the Securities Act and under applicable state securities or blue sky laws and (ii) that the holder or transferee execute and deliver to the Company an investment letter in form and substance acceptable to the Company.

8. No Rights as Shareholder until Exercise. This Warrant does not entitle the Holder to any voting rights or other rights as a shareholder of the Company prior to the exercise hereof. Upon the surrender of this Warrant and the payment of the aggregate Exercise Price (or by means of a cashless exercise), the Warrant Shares so purchased shall be and be deemed to be issued to such Holder as the record owner of such shares as of the close of business on the later of the date of such surrender or payment.

9. Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in

the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

10. Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall be a Saturday, Sunday or a legal holiday, then such action may be taken or such right may be exercised on the next succeeding day not a Saturday, Sunday or legal holiday.

11. Adjustments of Exercise Price and Number of Warrant Shares. (a) The number and kind of securities purchasable upon the exercise of this Warrant and the Exercise Price shall be subject to adjustment from time to time upon the happening of any of the following. In case the Company shall (i) pay a dividend in shares of Common Stock or make a distribution in shares of Common Stock to holders of its outstanding Common Stock, (ii) subdivide its outstanding shares of Common Stock into a greater number of shares, (iii) combine its outstanding shares of Common Stock into a smaller number of shares of Common Stock, or (iv) issue any shares of its capital stock in a reclassification of the Common Stock, then in each such case the number of Warrant Shares purchasable upon exercise of this Warrant immediately prior thereto shall be adjusted so that the Holder shall be entitled to receive the kind and number of Warrant Shares or other securities of the Company which it would have owned or have been entitled to receive had such Warrant been exercised in advance thereof. Upon each such adjustment of the kind and number of Warrant Shares or other securities of the Company which are purchasable hereunder, the Holder shall thereafter be entitled to purchase the number of Warrant Shares or other securities resulting from such adjustment at an Exercise Price per Warrant Share or other security obtained by

-5-

multiplying the Exercise Price in effect immediately prior to such adjustment by the number of Warrant Shares purchasable pursuant hereto immediately prior to such adjustment and dividing by the number of Warrant Shares or other securities of the Company resulting from such adjustment. An adjustment made pursuant to this paragraph shall become effective immediately after the effective date of such event retroactive to the record date, if any, for such event.

(b) If the Company at any time prior to the 60th day following the consummation of a subsequent financing by the Company with gross cash proceeds of at least \$3,000,000 (the "Qualified Offering") shall issue, or be deemed to have issued (a "Triggering Issuance"), Additional Shares of Common Stock (as hereinafter defined) without consideration or for consideration per share of Common Stock less than the then applicable Exercise Price (the "Dilutive Price") in effect immediately prior to such issuance, then forthwith upon the occurrence of any such event (the "Dilutive Event") the Exercise Price shall be reduced so that the Exercise Price in effect immediately following the

Dilutive Event will equal the Dilutive Price; and in the event the Dilutive Event shall occur at any time on or after the 60th day following the consummation of a Qualified Offering, the Exercise Price shall be reduced to a price determined by multiplying the then effective Exercise Price in effect immediately following the Dilutive Event by a fraction of which the numerator shall be the number of shares of Common Stock outstanding immediately prior to the Dilutive Issuance plus the number of shares of Common Stock which the aggregate offering price for such Dilutive Issuance (assuming receipt by the Company in full of all consideration payable upon exercise of such rights, options or warrants) would purchase at the Exercise Price, and the denominator of which shall be the sum of the number of shares of Common Stock outstanding immediately prior to the Dilutive Issuance plus the number of shares of Common Stock so issued or issuable in connection with the Dilutive Issuance. Upon each adjustment of the Exercise Price pursuant to the provisions of this Section 11(b), the number of Warrant Shares issuable upon the exercise of this Warrant shall be adjusted to the nearest full amount by multiplying a number equal to the Exercise Price in effect immediately prior to such adjustment by the number of Warrant Shares issuable upon exercise of the Warrants immediately prior to such adjustment and dividing the product so obtained by the adjusted Exercise Price.

(c) As used herein:

"Additional Shares of Common Stock" shall mean all shares of Common Stock issued or deemed to be issued by the Company after the date hereof which represent a Triggering Issuance. If the Company issues any Options or Convertible Securities (as hereinafter defined), the maximum number of shares of Common Stock issuable thereunder, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue, if the consideration per share of such Additional Shares of Common Stock (as hereinafter determined) is less than the then-applicable Exercise Price, until such time as such Options or Convertible Securities shall terminate or be exercised or converted into Common Stock, upon which time the number of shares of Common Stock actually thereupon issued shall be deemed to be Additional Shares of Common Stock. The Company shall be deemed to have issued the maximum number of shares of Common Stock potentially underlying any Options or Convertible Securities. Notwithstanding the foregoing, no issuance or deemed issuance nor Common Stock or options or warrants to purchase Common Stock issued to (i) officers, directors or employees of or

consultants to the Company pursuant to any compensation agreement, plan or arrangement or the issuance of Common Stock upon the exercise of any such options or warrants, provided such securities were issued prior to the date hereof or pursuant to a stock option plan that was approved by the board of directors and stockholders of the Company or were assumed in a merger or other business combination by the Company (ii) upon conversion of existing convertible securities outstanding as of the date hereof; (iii) upon exercise of outstanding warrants existing as of the date hereof or this Warrant; and (iv) in connection with a business acquisition where the stockholders of the Company prior to such acquisition own 50% or more of the Common Stock of the Company following such acquisition, or to an institution or bank lender or licensor of tangible or intangible property in connection with a loan transaction or equipment lease or licensing transaction (provided that the primary purpose of any such equipment lease or licensing transaction is not raising capital), shall be deemed the issuance of Additional Shares of Common Stock.

"Options" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire either Common Stock or Convertible Securities.

"Convertible Securities" shall mean any evidences of indebtedness, shares (other than Common Stock) or other securities directly or indirectly convertible into or exchangeable for Common Stock.

With respect to Options and Convertible Securities, "consideration" per share of Additional Shares of Common Stock shall be determined by adding (x) the aggregate consideration received upon issuance of the Options or Convertible Securities divided by the number of shares receivable upon the exercise or conversion thereof and (y) the minimum possible consideration per share received or to be received per share upon the exercise, conversion or exchange of such Options or Convertible Securities for shares of Common Stock. Common Stock outstanding as of a given date shall be the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding.

(d) In addition to the above adjustments, in the event that there is an Event of Default (as defined in the Debentures) as a result of the failure to pay amounts due under the Debenture for more than five (5) days after such payment is due, the then effective Exercise Price shall be reduced by 1.5% per month of the Exercise Price in effect upon such Event of Default, until such default is cured, up to a maximum reduction of 20% of the Exercise Price in effect upon such Event of Default.

12. Reorganization, Reclassification, Merger, Consolidation or Disposition of Assets. In case the Company shall reorganize its capital, reclassify its capital stock, consolidate or merge with or into another corporation (where the Company is not the surviving corporation or where there

-7-

is a change in or distribution with respect to the Common Stock of the Company), or sell, transfer or otherwise dispose of all or substantially all its property, assets or business to another corporation and, pursuant to the terms of such reorganization, reclassification, merger, consolidation or disposition of assets, shares of common stock of the successor or acquiring corporation, or any cash, shares of stock or other securities or property of any nature whatsoever (including warrants or other subscription or purchase rights) in addition to or in lieu of common stock of the successor or acquiring corporation ("Other Property"), are to be received by or distributed to the holders of Common Stock of the Company, then the Holder shall have the right thereafter to receive, at the option of the Holder, upon exercise of this Warrant, the number of shares of common stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and Other Property receivable upon or as a result of such reorganization, reclassification, merger, consolidation or disposition of assets by a Holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such event. In case of any such reorganization, reclassification, merger, consolidation or disposition of assets, the successor or acquiring corporation (if other than the Company) shall expressly assume the due and punctual observance and performance of each and every covenant and condition of this Warrant to be performed and observed by the Company and all the obligations and liabilities hereunder, subject to such modifications as may be deemed appropriate (as determined in good faith by resolution of the Board of Directors of the Company) in order to provide for adjustments of Warrant Shares for which this Warrant is exercisable which shall be as nearly equivalent as practicable to the adjustments provided for in this Section 12. For purposes of this Section 12, "common stock of the successor or acquiring corporation" shall include stock of such corporation of any class which is not preferred as to dividends or assets over any other class of stock of such corporation and which is not subject to redemption and shall also include any evidences of indebtedness, shares of stock or other securities which are convertible into or exchangeable for any such stock, either immediately or upon the arrival of a specified date or the happening of a specified event and any warrants or other rights to subscribe for or purchase any such stock. The foregoing provisions of this Section 12 shall similarly apply to successive reorganizations, reclassifications, mergers, consolidations or disposition of assets.

13. Voluntary Adjustment by the Company. The Company may at any time during the term of this Warrant reduce the then current Exercise Price to any amount and for any period of time deemed appropriate by the Board of Directors of the Company.

14. Notice of Adjustment. Whenever the number of Warrant Shares or number or kind of securities or other property purchasable upon the exercise of this Warrant or the Exercise Price is adjusted, as herein provided, the Company shall give notice thereof to the Holder, which notice shall state the number of Warrant Shares (and other securities or property) purchasable upon the exercise of this Warrant and the Exercise Price of such Warrant Shares (and other securities or property) after such adjustment, setting forth a brief statement of the facts requiring such adjustment and setting forth the computation by which such adjustment was made.

15. Notice of Corporate Action. If at any time:

(a) the Company shall take a record of the holders of its Common Stock for the purpose of entitling them to receive a dividend or other distribution, or any right to subscribe for or purchase any evidences of its indebtedness, any shares of stock of any class or any other securities or property, or to receive any other right, or

-8-

(b) there shall be any capital reorganization of the Company, any reclassification or recapitalization of the capital stock of the Company or any consolidation or merger of the Company with, or any sale, transfer or other disposition of all or substantially all the property, assets or business of the Company to, another corporation or,

(c) there shall be a voluntary or involuntary dissolution, liquidation or winding up of the Company;

then, in any one or more of such cases (but not in such cases if the rights of the Holder or holders of Common Stock will not be materially affected thereby, as for example in the case of a merger to effect a change of domicile), the Company shall give to Holder (i) at least 20 days' prior written notice of the date on which a record date shall be selected for such dividend, distribution or right or for determining rights to vote in respect of any such reorganization, reclassification, merger, consolidation, sale, transfer, disposition, liquidation or winding up, and (ii) in the case of any such reorganization, reclassification, merger, consolidation, sale, transfer, disposition, dissolution, liquidation or winding up, at least 20 days' prior written notice of the date when the same shall take place. Such notice in accordance with the foregoing clause also shall specify (i) the date on which any such record is to be taken for the purpose of such dividend, distribution or right, the date on which the holders of Common Stock shall be entitled to any such dividend, distribution or right, and the amount and character thereof, and (ii) the date on which any such reorganization, reclassification, merger, consolidation, sale, transfer, disposition, dissolution, liquidation or winding up is to take place and the time, if any such time is to be fixed, as of which the holders of Common

Stock shall be entitled to exchange their Warrant Shares for securities or other property deliverable upon such disposition, dissolution, liquidation or winding up. Each such written notice shall be sufficiently given if addressed to Holder at the last address of Holder appearing on the books of the Company and delivered in accordance with Section 17(d).

16. Authorized Shares. The Company covenants that during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of executing stock certificates to execute and issue the necessary certificates for the Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the trading market upon which the Common Stock may be listed.

Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation 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 actions as may be necessary or appropriate to protect the rights of Holder

-9-

as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (a) not increase the par value of any Warrant Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (b) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant, and (c) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof as may be necessary to enable the Company to perform its obligations under this Warrant.

Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

17. Miscellaneous.

(a) Jurisdiction. This Warrant shall constitute a contract

under the laws of New York, without regard to its conflicts of laws principles or rules.

(b) Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered, will have restrictions upon resale imposed by state and federal securities laws.

(c) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice Holder's rights, powers or remedies, notwithstanding all rights hereunder terminate on the Termination Date. If the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

(d) Notices. Any notice, request or other document required or permitted to be given or delivered to the Holder by the Company shall be delivered in accordance with the notice provisions of the Purchase Agreement.

(e) Limitation of Liability. No provision hereof, in the absence of any affirmative action by Holder to exercise this Warrant or purchase Warrant Shares, and no enumeration herein of the rights or privileges of Holder, shall give rise to any liability of Holder for the purchase price of any Common Stock or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

(f) Remedies. Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate

-10-

compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive the defense in any action for specific performance that a remedy at law would be adequate.

(g) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors of the

Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of all Holders from time to time of this Warrant and shall be enforceable by any such Holder or holder of Warrant Shares.

(h) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Holder and the Company.

(i) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

(j) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

-11-

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized.

Dated: March 2, 2005

ROOMLINX, INC.

By:

Name: Frank Elenio

Title: Chief Financial Officer

-12-

NOTICE OF EXERCISE

To: RoomLinX, Inc.

(1) _____ The undersigned hereby elects to purchase _____ Warrant Shares of RoomLinX, Inc. pursuant to the terms of the attached Warrant, and

tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) _____ Payment shall take the form of (check applicable box):

[] in lawful money of the United States; or

[] the cancellation of such number of Warrant Shares as is necessary, in accordance with the formula set forth in subsection 3(c), to exercise this Warrant with respect to the maximum number of Warrant Shares purchasable pursuant to the cashless exercise procedure set forth in subsection 3(c).

(3) _____ Please issue a certificate or certificates representing said Warrant Shares in the name of the undersigned or in such other name as is specified below:

Name: _____

Address: _____

SS or Tax
ID number: _____

The Warrant Shares shall be delivered to the following:

[Warrant holder]

By: _____

Name:
Title:

Dated: _____

ASSIGNMENT FORM

(To assign the foregoing warrant, execute this form and supply required information. Do not use this form to exercise the warrant.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

_____ whose address is

_____ Dated: _____, _____

Holder's Signature: _____

Holder's Address: _____

Signature Guaranteed: _____

NOTE: The signature to this Assignment Form must correspond with the name as it appears on the face of the Warrant, without alteration or enlargement or any change whatsoever, and must be guaranteed by a bank or trust company. Officers of corporations and those acting in a fiduciary or other representative capacity should file proper evidence of authority to assign the foregoing Warrant.

SECURITIES PURCHASE AGREEMENT

SECURITIES PURCHASE AGREEMENT (this "Agreement"), dated as of March 2, 2005, among ROOMLINX, INC., a Nevada corporation (the "Company"), and the investors signatory hereto.

RECITALS:

In consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I

PURCHASE AND SALE OF SECURITIES

Section 1.1 Purchase and Sale. The Company hereby agrees to issue and sell to each signatory hereto (collectively, the "Investors", and each, individually, an "Investor") and, subject to all of the terms and conditions hereof and in reliance on the representations and warranties set forth or referred to herein, each Investor severally agrees to purchase the principal amount of Convertible Debentures set forth as "Amount of Investment" on the signature pages hereto, such Convertible Debentures to be in the form attached hereto as Exhibit A (the "Debentures") and a warrant (the "Warrant") to purchase up to a number of shares of Common Stock, par value \$.001 per share of the Company (the "Common Stock"), equal to 65% of the original principal amount of such Investor's Debenture divided by \$0.075, and in the form attached hereto as Exhibit B. The Debentures and the Warrants shall be collectively referred to herein as the "Securities." The aggregate principal amount of Debentures to be issued and sold hereunder shall be up to \$1,100,000. Each Investor encloses herewith a check payable to, or will immediately make a wire transfer payment to "Signature Bank as Escrow Agent for RoomLinX, Inc." in the full amount of the purchase price of the Debentures and Warrants being purchased. Such funds will be held for the Investor's benefit, and will be returned promptly, without interest, penalty, expense or deduction if the Company does not accept such Investor's subscription. Together with the check for, or wire transfer of, the full purchase price, each Investor is delivering a completed and executed signature page of this Agreement.

Section 1.2 Closing. Upon satisfaction of the conditions to closing set forth herein the closing of the purchase and sale of the Debentures and Warrants (the "Closing") shall occur at the offices of counsel to the Placement Agent (as hereinafter defined), or such other location as the parties shall mutually agree. The date of the Closing shall be referred to herein as the "Closing Date."

ARTICLE II

The Company represents and warrants to the Investors as follows, which representations and warranties are true as of the date hereof and as of the Closing Date:

Section 2.1 Corporate Organization. The Company and each of its subsidiaries, if any, is a corporation duly incorporated, validly existing and subsisting under the laws of the State of Nevada. The Company and each of its subsidiaries have all requisite power and authority to own, operate and lease its properties and to conduct its business as currently conducted. The Company and each of its subsidiaries is duly qualified or licensed to do business and is in good standing in each jurisdiction in which its ownership or leasing of property or the conduct of its business requires such licensing or qualification, except to the extent that the failure to be so qualified or licensed would not have a Material Adverse Effect (as defined below). As used in this Agreement, "Material Adverse Effect" means any event, circumstance or development which individually or in the aggregate could reasonably be expected to have a material adverse effect on the business, properties, operations, condition (financial or otherwise), assets, liabilities, tradability of the Common Stock, earnings or results of operations of the Company and its subsidiaries or on the transactions contemplated hereby. If the Company does not have any subsidiaries, references to "subsidiaries" in this Article II shall be disregarded.

Section 2.2 Subsidiaries. The Company does not directly or indirectly own any equity or similar interest, or any interest convertible into or exchangeable or exercisable for any equity or similar interest, in any corporation, partnership, limited liability company, joint venture or other business association, entity or person.

Section 2.3 Authorization. The Company has all requisite power and full legal right to execute and deliver this Agreement and the Ancillary Agreements, and to perform all of its obligations hereunder and thereunder in accordance with the respective terms hereof and thereof. This Agreement and the Ancillary Agreements and the transactions contemplated hereby and thereby have been duly approved and authorized by all requisite corporate action on the part of the Company, and this Agreement has been duly executed and delivered by the Company and constitutes, and each of the Ancillary Agreements, when executed and delivered by the Company at the Closing, will constitute, a legal, valid, and binding obligation of the Company, enforceable against it in accordance with its respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to the enforcement of creditors' rights and remedies or by other equitable principles of general application. The execution, delivery, and performance by the Company of this Agreement and the Ancillary Agreements in accordance with their respective terms, and the consummation by the Company of the transactions contemplated hereby or thereby, will not result (with or

without the giving of notice or the lapse of time or both) in any conflict, violation, breach, or default, or the creation of any Lien, or the termination, acceleration, vesting, or modification of any right or obligation, under or in respect of (x) the Certificate of Incorporation or By-laws of the Company and its subsidiaries, (y) any judgment, decree, order, statute, rule or regulation binding on or applicable to the Company or its subsidiaries, or (z) any agreement or instrument to which the Company or any of its subsidiaries is a party or by which it or any of its assets is or are bound, except, in the case of clauses (y) and (z), for conflicts, violations, breaches, defaults, liens, terminations, accelerations, vesting or modifications which would not have a Material Adverse Effect.

Section 2.4 Capitalization. (a) Immediately prior to the Closing, not giving effect to the sale and purchase of the Securities, the authorized and the outstanding capital stock of the Company (on a Fully Diluted Basis including all Derivative Securities) will be as set forth in Schedule 2.4. All such outstanding shares of capital stock will be duly authorized, validly issued, fully paid, and nonassessable, and will have been issued free and clear of Liens. Except as set forth in Schedule 2.4, no adjustment will be required to be made as a result of the Company's issuance of the Securities to the rate at which any shares of any class of the equity securities of the Company, subscriptions, options, warrants, calls, commitments or agreements or Derivative Securities of the Company are convertible into or exercisable for shares of Common Stock, Derivative Securities or shares of other equity securities of the Company (by reason of any "anti-dilution" provisions or agreements or otherwise).

(b) Except as set forth on Schedule 2.4, the Company does not have, is not bound by, and has no obligation to grant or enter into, any outstanding subscriptions, options, warrants, calls, commitments, or agreements of any character calling for it to issue, deliver, or sell, or cause to be issued, delivered, or sold, any shares of its capital stock, any other equity security, or any securities convertible into, exchangeable for, or representing the right to subscribe for, purchase, or otherwise acquire any shares of its capital stock or any other equity security.

2

(c) Except as set forth in Schedule 2.4, the Company (i) has no outstanding obligations, contractual or otherwise, to repurchase, redeem, or otherwise acquire any shares of capital stock or other equity securities of the Company, (ii) is not a party to or bound by any agreement or instrument relating to the voting of any of its securities, and (iii) is not a party to or bound by any agreement or instrument under which any person has the right to require it to effect, or to include any securities held by such person in, any registration under the Securities Act (as defined in Section 2.5).

(d) All of the Securities have been offered and at the Closings will be issued and sold, in compliance with (i) all applicable preemptive or similar

rights of all persons, and (ii) assuming the truthfulness and accuracy of the representations made by the Investors in Section 3 hereof, all applicable provisions of the Securities Act and the rules and regulations thereunder, and all applicable state securities laws and the rules and regulations thereunder and other applicable securities laws and regulations.

(e) The Securities (which, for purposes of this Section 2.4(e) shall be deemed to include all shares of Common Stock issuable upon conversion of the Debentures and all shares of Common Stock issuable upon exercise of the Warrants) shall, upon issuance pursuant to the terms hereof and/or the terms of the Debentures, as the case may be, be duly authorized and validly issued, fully paid and non-assessable and free and clear of any Lien, security interest, option or other charge or encumbrance and free of all preemptive and other third party rights.

Section 2.5 Financial Statements/SEC Reports. The Company has filed all reports required to be filed by it under the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the two years preceding the date hereof (or such shorter period as the Company was required by law to file such material) (the foregoing materials being collectively referred to herein as the "SEC Reports") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension). The SEC Reports comply in all material respects with the requirements of the Securities Act of 1933, as amended (the "Securities Act"), or the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as the case may be, and rules and regulations of the SEC promulgated thereunder. The Company has identified and made available to the Investors a copy of all SEC Reports filed within the 10 days preceding the date hereof. As of their respective dates, the SEC Reports filed on or after June 28, 2004 complied in all material respects with the requirements of the Securities Act and the Exchange Act and the rules and regulations of the Commission promulgated thereunder, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with GAAP, except as may be otherwise specified in such financial statements or the notes thereto, and fairly present in all material respects the financial position of the Company and its consolidated subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

Section 2.6 No Undisclosed or Contingent Liabilities. Except as set forth in Schedule 2.6, neither the Company nor its subsidiaries has any liabilities or obligations of any nature (whether absolute, accrued, contingent or otherwise and whether due or to become due) which are not fully reflected or reserved against on the balance sheet as of September 30, 2004 (including the footnotes and schedules thereto, the "Balance Sheet") in accordance with GAAP, except for

(i) liabilities and obligations incurred in the ordinary course of business and consistent with past practice since the date thereof and (ii) liabilities not required to be so reflected or reserved against in accordance with GAAP.

Section 2.7 Trading With the Enemy Act; Patriot Act. No sale of the Company's securities nor the Company's use of the proceeds from such sale has violated the Trading with the Enemy Act, as amended, or any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto. Without limiting the foregoing, the Company (a) is not a person whose property or interests in property are blocked pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)) and (b) does not engage in any dealings or transactions, or be otherwise associated, with any such person. The Company is in compliance in all material respects with the USA Patriot Act of 2001 (signed into law October 26, 2001).

Section 2.8 Absence of Certain Changes. Except as set forth on Schedule 2.8 or otherwise disclosed in the SEC Reports, since the date of the Balance Sheet, the Company has conducted its business only in the ordinary course and consistent with past practice, and has not:

(a) suffered any Material Adverse Effect;

(b) materially increased, or experienced any change in any assumptions underlying or methods of calculating, any bad debt, contingency or other reserves;

(c) paid, discharged or satisfied any claims, liabilities or obligations (absolute, accrued, contingent or otherwise) other than the payment, discharge or satisfaction in the ordinary course of business and consistent with past practice of liabilities and obligations reflected or reserved against in the Balance Sheet or incurred in the ordinary course of business and consistent with past practice since the date of the Balance Sheet;

(d) permitted or allowed any of its assets to be subjected to any Lien of any kind;

(e) incurred any indebtedness not in the ordinary course of business or executed any guarantees on behalf of any person;

(f) canceled any material debts or waived any claims or rights of substantial value;

(g) sold, transferred or otherwise disposed of any of its properties

or assets, except in the ordinary course of business and consistent with past practice;

(h) granted any general increase in the compensation of employees (including any such increase pursuant to any bonus, pension, profit sharing or other plan or commitment), other than such increases as are consistent with the Company's past practice or required by agreement or understanding disclosed to the Investors; or experienced any material loss of personnel of the Company, material change in the terms and conditions of the employment of the Company's key personnel, loss of any of the five most highly compensated employees of the Company or entered into any written employment agreement with any Company employee;

(i) made any capital expenditure or commitment for additions to its property, equipment or intangible capital assets other than in the ordinary course of business and consistent with past practice;

(j) made any change in any method of accounting or accounting practice, changed accountants or auditors or failed to maintain its books, accounts and records in the ordinary course of business and consistent with past practice;

4

(k) failed to maintain any material properties or equipment in good operating condition and repair, ordinary wear and tear excepted;

(l) entered into any transaction or made or entered into any material contract or commitment, except in the ordinary course of business and consistent with past practice, or terminated or amended any material contract or commitment;

(m) declared, paid or set aside for payment any dividend or other distribution in respect of its capital stock or redeemed, purchased or otherwise acquired, directly or indirectly, any shares of its capital stock or other securities;

(n) amended its Certificate of Incorporation or By-laws;

(o) taken, suffered, or permitted any action which would render untrue any of the representations or warranties of the Company herein contained, and not omitted to take any action, the omission of which would render untrue any such representation or warranty; or

(p) agreed in writing or otherwise committed to take actions in furtherance of, or otherwise taken, any action with respect to any of the matters described in this Section 2.8.

Section 2.9 No Violation. Neither the execution and delivery of this

Agreement or any of the Ancillary Agreements by the Company nor the performance by the Company of its obligations hereunder or thereunder will violate any provision (including those requiring the furnishing of notice prior to the taking of specific actions) of the rules of any marketplace on which the Common Stock of the Company is listed or quoted.

Section 2.10 Compliance with Applicable Law. The Company and each of its subsidiaries is currently in compliance in all material respects with all applicable laws (whether statutory or otherwise), rules, regulations, orders, ordinances, judgments, decrees, writs, requirements and injunctions of all governmental authorities, agencies, courts, and administrative tribunals, except for such noncompliance that, individually and in the aggregate, would not have a Material Adverse Effect. Neither the Company nor any of its subsidiaries has received any notice or request for information from any federal, state, or local governmental authority (i) that the Company (or any of its subsidiaries) has been identified by the Environmental Protection Agency or any state environmental regulatory authority as a potentially responsible party under CERCLA with respect to a site listed on the National Priorities List, 40 C.F.R. Part 300 Appendix B, or under any equivalent state law; or (ii) that it or any of its subsidiaries is or may be in violation of any Environmental Laws or is or will or may be a named party to any claim, action, cause of action, complaint or legal or administrative proceeding arising out of any third party's incurrence of Damages in connection with any environmental matters.

Section 2.11 Licenses and Permits. The Company and its subsidiaries have and maintain all licenses, permits and other authorizations from all governmental authorities as are necessary for the conduct of their business as presently conducted or in connection with the ownership or use of its properties, except for licenses, permits and other authorizations that the failure to obtain or maintain in effect, either singly or in the aggregate, has not had and could not reasonably be expected to have a Material Adverse Effect.

5

Section 2.12 Governmental Consents. Except for the filing of any forms required under the federal securities laws (including any registration statement under the Securities Act by the Company under the Registration Rights Agreement) and any filings required under state "blue sky" laws, no consent, approval or authorization of, or declaration, filing or registration with, any governmental or regulatory authority is required to be made or obtained by the Company in connection with the execution and delivery of this Agreement or any of the Ancillary Agreements by the Company or the performance by the Company of its obligations hereunder and thereunder, or the continued conduct by the Company of its present business after the Closing.

Section 2.13 Taxes. Except as set forth in Schedule 2.13, (i) the Company and each of its subsidiaries have filed all Tax (as hereinafter defined) reports and returns that they were required to file. All such reports and returns were correct and complete in all material respects, (ii) all Taxes owed by the

Company or its subsidiaries (whether or not shown on any report or return) have been paid or, if not yet due, appropriate accruals therefor as required under GAAP have been made on the Company's financial records and on the financial statements described in Section 2.5, (iii) since January 1, 2000, no claim has been made by a taxing authority in a jurisdiction where the Company or any subsidiaries does not pay Tax or file tax returns that the Company or any subsidiary is or may be subject to Taxes assessed by such jurisdiction, (iv) there are no Liens for Taxes (other than current Taxes not yet due and payable) on the assets of the Company or any subsidiary, (v) there is no action, suit, investigation, liability, taxing authority proceeding, or audit with respect to any Tax now in progress, pending or, to the Company's knowledge, threatened, against or with respect to the Company or any subsidiary, whether in respect of any Tax reports and returns that were not filed in a timely manner or for any other reason, (vi) no deficiency or proposed adjustment in respect of Taxes that has not been settled or otherwise resolved has been asserted or assessed by any taxing authority against the Company or any subsidiary which is not accrued on the Balance Sheet and (vii) neither the Company nor any of its subsidiaries has consented to extend the time in which any Tax may be assessed or collected by any taxing authority. As used in this Section 2.13, the terms "Taxes" and "Tax" mean all federal, state, local and foreign taxes, including, without limitation, income, unemployment, withholding, payroll, social security, real property, personal property, excise, sales, use and franchise taxes, levies, assessments, duties, licenses and registration fees and charges of any nature whatsoever, including interest, penalties and additions with respect thereto and any interest in respect of such additions and penalties.

Section 2.14 Litigation. Except as set forth in Schedule 2.14, there is no action, suit or proceeding pending or, to the knowledge of the Company, threatened against the Company or any of its subsidiaries, before any court or arbitrator or any governmental body, agency or official in which there is a reasonable likelihood of a decision which could have a Material Adverse Effect.

Section 2.15 Title to Properties. Neither the Company nor any of its subsidiaries owns any real property. Except as set forth on Schedule 2.15, the Company has title to all of its properties and assets free and clear of all Liens, charges and encumbrances, except Liens for taxes not yet due and payable and such Liens or other imperfections of title, if any, that do not materially detract from the value of or interfere with the present use of the property affected thereby. There is no existing default or event of default (or event which with notice or lapse of time, or both, would constitute a default) by the Company or any subsidiary under any lease pursuant to which the Company or any subsidiary leases real or personal property.

Section 2.16 Contracts and Commitments. Except as set forth in Schedule 2.16, neither the Company nor any subsidiary is a party or subject to or bound by (whether written or oral), nor has the Company or any subsidiary committed to enter into in the future:

(a) any agreement, which, in the future, would lead to (i) an acquisition, merger or similar transaction with respect to the Company, or (ii) a debt or equity financing for the Company (other than this Agreement and the Ancillary Agreements);

(b) any agreement requiring it to purchase all or substantially all of its requirements for a particular product or service from a particular supplier or suppliers, or requiring it to supply all of a particular customer's or customers' requirements for a certain service or product;

(c) any agreement with any current or former Affiliate, officer or director of the Company, or with any person in which any such Affiliate has an interest; and

(d) any agreement with any domestic or foreign government or agency or executive office thereof or any subcontract between it and any third party relating to a contract between such third party and any domestic or foreign government or agency or executive office thereof.

Section 2.17 Intellectual Property. (a) Except as set forth on Schedule 2.17, all patents, patent applications, trademarks, trade names, service marks, logos and copyrights and other intellectual property used in or material to the Company's and its subsidiaries' business as now being conducted or as proposed to be conducted (collectively, and together with any technology, know-how, trade secrets, processes, formulas, and techniques used in or material to the Company's business, "Proprietary Information") are either owned or licensed by the Company or its subsidiaries.

(b) Except as set forth on Schedule 2.17, to the Company's knowledge, none of the Proprietary Information is being infringed by others, or is subject to any outstanding order, decree, judgment, or stipulation. No litigation (or other proceedings in or before any court or other governmental, adjudicatory, arbitral, or administrative body) relating to the Proprietary Information is pending or, to the Company's knowledge, threatened.

(c) Except as set forth on Schedule 2.17, to the Company's knowledge, it is not infringing on or making unlawful use of any intellectual property or any proprietary or confidential information of any Person. No litigation (or other proceedings in or before any court or other governmental, adjudicatory, arbitral, or administrative body) charging the Company with infringement or unlawful use of any patent, trademark, copyright, or other proprietary right is pending or, to the Company's knowledge, threatened.

Section 2.18 Insurance. Except as set forth on Schedule 2.18, the Company and its subsidiaries maintain policies of insurance with, to the knowledge of the Company, financially sound and reputable insurance companies, funds, or underwriters, which are of the kinds and which cover such risks, and are in such amounts and with such deductibles and exclusions, as are consistent with prudent

business practice for similarly situated businesses in the Company's business. Except as set forth on Schedule 2.18, all such policies are in full force and effect, are sufficient for compliance in all respects by the Company with all requirements of law and of all agreements to which it is a party and will not terminate or lapse or otherwise be affected in any way by reason of the transactions contemplated hereby.

Section 2.19 Investment Company. The Company is not an "investment company" as such term is defined in the Investment Company Act of 1940, as amended, and will not be an investment company under such Act upon consummation of the transactions contemplated hereby or after giving effect to the use of proceeds from the purchase of the Securities.

7

Section 2.20 Securities Laws. The offer, sale and issuance of the Securities without registration (assuming the accuracy of the representations and warranties made by the Investors in Section 3.1 hereof) will not violate the Securities Act, or any applicable state securities or "blue sky" laws or other applicable laws. None of the Company, its affiliates or any person acting on its behalf has engaged in any form of general solicitation or advertising (as defined in Rule 502(c) of the Securities Act) or engaged in any action that would require the registration under the Securities Act of the offering and sale of the Securities pursuant to this Agreement.

Section 2.21 Investment Banking; Brokerage. Except as set forth on Schedule 2.21, there are no claims for investment banking fees, brokerage commissions, finder's fees or similar compensation (exclusive of professional fees to attorneys and accountants) in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of the Company or any of its Affiliates other than by the Placement Agent.

Section 2.22 Labor Relations. There is no charge pending or, to the Company's knowledge, threatened, against or with respect to the Company or any subsidiary before any court or agency and alleging unlawful discrimination in employment practices, and there is no charge of or proceeding with regard to any unfair labor practice against the Company or any subsidiary pending before the National Labor Relations Board. There is no labor strike, dispute, slow-down, or work stoppage pending or, to the Company's knowledge, threatened against or involving the Company or any subsidiary. None of the employees of the Company or any subsidiary is covered by any collective bargaining agreement, and no such collective bargaining agreement is currently being negotiated. No one has petitioned and, to the Company's knowledge, no one is now petitioning, for union representation of any employees of the Company or any subsidiary. The Company believes its relationships with its employees is satisfactory.

Section 2.23 Disclosure. The Company confirms that neither it nor, to its knowledge, any other person acting on its behalf has provided any of the

Investors or their agents or counsel with any information that constitutes or might constitute material, nonpublic information. The Company understands and confirms that the Investors may rely on the foregoing representations in effecting transactions in securities of the Company. All disclosure provided to the Investors regarding the Company, its business and the transactions contemplated hereby, including the schedules to this Agreement, furnished by or on behalf of the Company with respect to the representations and warranties made herein do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The Company acknowledges and agrees that no Investor makes or has made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in Section 3.

Section 2.24 Sarbanes-Oxley; Internal Accounting Controls. The Company is in material compliance with all provisions of the Sarbanes-Oxley Act of 2002 which are applicable to it as of the Closing Date. The Company and its subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company has established disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the Company and designed such disclosure controls and procedures to ensure that material information relating to the Company, including its subsidiaries, is made known to the certifying officers by others within those entities, particularly during the period in which the Company's most recently filed periodic report under the Exchange Act, as the case may be, is being prepared. The Company's certifying officers have evaluated the effectiveness of the Company's controls and procedures as of a date prior to the filing date of the most recently filed periodic report under the Exchange Act (such date, the "Evaluation Date"). The Company presented in its most recently filed periodic report under the Exchange Act the conclusions of the certifying officers about the effectiveness of the disclosure controls and procedures based on their evaluations as of the Evaluation Date. Since the Evaluation Date, there have been no significant changes in the Company's internal controls (as such term is defined in Item 307(b) of Regulation S-K under the Exchange Act) or, to the Company's knowledge, in other factors that could significantly affect the Company's internal controls.

Section 2.25 No Integrated Offering. Neither the Company, nor any of its Affiliates, nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to

buy any security, under circumstances that would cause this offering of the Securities to be integrated with prior offerings by the Company for purposes of the Securities Act or which could violate any applicable shareholder approval provisions.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE INVESTORS

Section 3.1 Representations and Warranties. Each Investor represents severally as to himself only that (each of which representations and warranties are true as of the date hereof and as of the Closing in which such Investor participates):

(a) He has all requisite power and full legal right to execute and deliver this Agreement and the Ancillary Agreements to which he is a party and to carry out his obligations hereunder and thereunder. The execution and delivery of this Agreement and the Ancillary Agreements, to which he is a party and the performance by him of his obligations hereunder and thereunder, have been duly authorized by him, and no other proceeding therefor on his part is required. This Agreement and each of the Ancillary Agreements to which he is a party have been duly executed and delivered by him and constitute his valid and binding obligations, enforceable against him in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to the enforcement of creditors' rights and remedies or by other equitable principles of general application.

(b) He is purchasing the securities hereunder for his own account for investment only and not with a present view to the distribution thereof.

(c) He has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the investment contemplated by this Agreement and making an informed investment decision with respect thereto.

(d) He has had the opportunity to ask questions and receive answers concerning the terms and conditions of the offering of securities purchased hereunder, as well as the opportunity to obtain additional information necessary to verify the accuracy of information furnished in connection with such offering that the Company possesses or can acquire without unreasonable effort or expense.

(e) He understands that the Debentures and Warrants have not been registered under the Securities Act or any state securities laws, and may not be transferred unless subsequently registered thereunder or pursuant to an exemption from registration, and that a legend indicating such restrictions will be placed on the certificates representing the Warrants and the Debentures and on any shares of Common Stock issued upon exercise

or conversion thereof.

(f) There are no claims for investment banking fees, brokerage commissions, finder's fees or similar compensation (other than professional fees to attorneys and accountants) in connection with the transactions contemplated by this Agreement or any of the Ancillary Agreements based on any arrangement or agreement made by or on behalf of him.

(g) He has adequate means of providing for his current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Debentures and Warrants for an indefinite period of time.

(h) He is aware that an investment in the Debentures and Warrants involves a number of very significant risks and has carefully read and considered the information set forth herein and in the Company's disclosure schedules annexed hereto.

(i) He is an "accredited investor" as defined under Rule 501 of the Securities Act.

ARTICLE IV
COVENANTS OF THE COMPANY AND THE INVESTORS

Section 4.1 Further Assurances. The Company and each Investor shall execute and deliver, or cause to be executed and delivered each Ancillary Agreement to be executed and delivered by it or him. The Company shall execute and deliver, or cause to be executed and delivered, all such additional instruments and other documents and shall take such further actions as the Investors may reasonably require to effectuate, carry out and comply with all of the terms of this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby.

Section 4.2 Reservation of Shares; Compliance with Laws. The Company will at all times reserve the appropriate number of shares of Common Stock solely for the purpose of issuance upon exercise of the Warrants and conversion of the Debentures. The Company will file within the required time periods all filings, notices and other documents required by applicable federal and state securities laws in connection with the transactions contemplated by this Agreement. The Company will comply, and cause each of its subsidiaries to comply in all material respects with all applicable laws, rules, regulations and orders, such compliance to include, without limitation, paying before the same become delinquent all taxes, assessments and governmental charges imposed upon it or upon its property except to the extent contested in good faith.

Section 4.3 Non-Public Information. The Company covenants and agrees that neither it nor any other Person acting on its behalf will provide any Investor or its agents or counsel with any information that the Company believes constitutes material non-public information, unless prior thereto such Investor shall have executed a written agreement regarding the confidentiality and use of such information. The Company understands and confirms that each Investor shall be relying on the foregoing covenant in effecting transactions in securities of the Company.

Section 4.4 Use of Proceeds. The Company shall use the net proceeds from the sale of the Securities hereunder as set forth on Schedule 4.4 hereto and not for the satisfaction of any portion of the Company's debt, to redeem any Company equity or equity-equivalent securities or to settle any outstanding litigation.

Section 4.5 Conversion and Exercise Procedures. The form of Notice of Exercise included in the Warrants and the form of Notice of Conversion included in the Debentures set forth the totality of the procedures required of the Investors in order to exercise the Warrants or convert the Debentures. No additional legal opinion or other information or instructions shall be required of the Investors to exercise their Warrants or convert their Debentures. The Company shall honor exercises of the Warrants and conversions of the Debentures and shall deliver shares of Common Stock in accordance with the terms, conditions and time periods set forth in the Ancillary Agreements.

10

Section 4.6 Sales, Liens, Etc. So long as the Debentures remain outstanding, except as or otherwise provided herein or to the extent pre-existing the date hereof, the Company shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of, or create or suffer to exist any Lien upon or with respect to, any of the Company's assets other than in the ordinary course of business, or assign any right to receive income in respect thereof or (ii) create or suffer to exist any Lien upon or with respect to any of its properties, whether now owned or hereafter acquired if such Lien is not discharged within thirty (30) days of its imposition, or assign any right to receive income or to secure or provide for the payment of any debt of any Person, without the prior written consent of the holders of at least 66.67% principal amount of Debentures then outstanding.

Section 4.7 Debt. So long as the Debentures remain outstanding, the Company shall not create or suffer to exist any debt, other than (i) the debt incurred pursuant to this Agreement, (ii) purchase money financing for equipment, (iii) trade payables incurred in the ordinary course of business consistent with past practice and (iv) debt which predates the date hereof and is disclosed on Schedule 4.7 attached hereto.

Section 4.8 Dividends, Etc. So long as the Debentures remain outstanding, the Company shall not declare or make any dividend payment or other distribution of assets, properties, cash, rights, obligations or securities on account of any

equity interest in the Company, or purchase, redeem or otherwise acquire for value any equity interest in the Company or any rights or options to acquire any such interests other than intra-company transactions and as may be required pursuant to any Investor's exercise of the Debentures, or as may otherwise be provided in this Agreement and/or the Ancillary Agreements.

Section 4.9 Payment of Debentures. To the extent the Debentures have not been paid in full or converted, the Company agrees to use the proceeds from all future financing transactions to pay the then outstanding principal balance of the Debentures plus accrued but unpaid interest thereon, until such Debentures have been paid in full or have been converted. The Company also shall not receive or accept any advance on that certain Standby Equity Agreement by and between Cornell Capital Partners, LP and the Company, dated as of November 18, 2004, unless all proceeds from such advance are used to pay the then outstanding principal balance of the Debentures, plus accrued but unpaid interest thereon, until such Debentures have been paid in full or have been converted.

Section 4.10 Consent. The Company shall not (i) issue in excess of 33% of the voting securities of the Company, or (ii) merge into or consolidate with any other entity (after which the stockholders of the Company immediately prior to such transaction own less than 33% of the aggregate voting power of the Company or the successor entity of such transaction), or (iii) sell or transfer its assets, as an entirety or substantially as an entirety, to another entity (where the stockholders of the Company immediately prior to such transaction own less than 33% of the aggregate voting power of the acquiring entity immediately after the transaction) ((i)-(iii) each, a "Transaction") without the prior written consent of the holders of at least 66.67% of the principal amount of the Debentures then outstanding, unless, as a condition to such Transaction, all outstanding amounts on the Debentures are paid in full. The foregoing consent shall not be required with respect to any Transaction consummated prior to May 31, 2005.

ARTICLE V
CLOSING CONDITIONS

Section 5.1 Investor Closing Conditions. The obligation of the Investors to consummate the transactions contemplated hereby is subject to satisfaction or waiver of each of the following conditions at or prior to the Closing:

(a) Secretary's Certificate. The Company shall have delivered to the Investors a certificate of the Secretary of the Company, dated as of the Closing Date, certifying: (i) the adoption by the Company's Board of Directors of attached resolutions authorizing, among other things, the execution and delivery of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated herein, and (ii) the incumbency and signatures of the officers of the Company executing this

Agreement, the Ancillary Agreements and the other agreements and instruments contemplated herein.

(b) Certificates. The Company shall have delivered to each Investor certificates evidencing the Debenture and Warrants acquired by such Investor pursuant to the terms hereof, each duly executed by the appropriate Company officers.

(c) Opinion of Counsel. The Investors shall have received at the Closing from Lowenstein Sandler P.C., counsel to the Company, a favorable written opinion dated as of the Closing Date which shall be in the form attached hereto as Exhibit C hereto.

Section 5.2 Mutual Closing Condition for the Closing. The obligation of the Company and the Investors to consummate the transactions contemplated hereby at the Closing is subject to the satisfaction or waiver of each of the following condition at or prior to the Closing:

(a) Injunctions. There not being in effect any order, decree or injunction of a court or agency of competent jurisdiction which enjoins or prohibits consummation of the transactions contemplated hereby.

(b) Placement Agent Warrants. The Company shall have issued to the Placement Agent (as defined below) or its designees, warrants, in substantially the form of the Warrants, to purchase a number of shares of Common Stock equal to 15% of the number of shares of Common Stock underlying the Warrants issued hereunder, with a term of exercise of five years and including cashless exercise provisions.

ARTICLE VI
DEFINITIONS

Section 6.1 Certain Defined Terms. For purposes of this Agreement, the following terms shall have the meanings set forth in this Section 6:

"Affiliate" means any other person directly or indirectly controlling, controlled by, or under direct or indirect common control with any referenced person and includes without limitation, (a) any Person who is an officer, director, or direct or indirect beneficial holder of at least 5% of the then outstanding capital stock of any referenced Person, and any of the Family Members of any such Person, (b) any Person of which a referenced Person and/or its Affiliates (as defined in clause (a) above), directly or indirectly, either beneficially own(s) at least 5% of the then outstanding equity securities or constitute(s) at least a 5% equity participant, (c) in the case of a specified Person who is an individual, Family Members of such Person, and (d) in the case of the Investors, any entities for which an Investor or any of its Affiliates serve as general partner and/or investment adviser or in a similar capacity, and all mutual funds or other pooled investment vehicles or entities under the control or management of such Investor or the general partner or investment adviser thereof, or any Affiliate of any of them, or any Affiliates of any of

the foregoing.

"Ancillary Agreements" means the Warrants, Debentures, the Registration Rights Agreement and any other agreement or document delivered or executed in connection with this Agreement or the transactions contemplated hereby.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

"Damages" means all damages, losses, claims, demands, actions, causes of action, suits, litigations, arbitrations, liabilities, costs, and expenses, including without limitation court costs and the fees and expenses of counsel and experts.

"Derivative Securities" means (i) all shares of stock and other securities that are convertible into or exchangeable for shares of Common Stock, and (ii) all options, warrants, and other rights to acquire shares of Common Stock or any class of stock or other security or securities convertible into or exchangeable for shares of Common Stock or any class of stock or other security.

"Environmental Laws" means, collectively, the Resource Conservation and Recovery Act, CERCLA, the Superfund Amendments and Reauthorization Act of 1986, the Federal Clean Water Act, the Federal Clean Air Act, the Toxic Substances Control Act, and any and all state or local statutes, regulations, ordinances, orders, and decrees relating to health, safety, or the environment, each, as the case may be, as amended.

"Exchange Act" shall have the meaning set forth in Section 2.5.

"Family Members" means, as applied to any individual, any parent, spouse, child, spouse of a child, brother or sister of the individual, and each trust, limited partnership or limited liability company created primarily for the benefit of one or more of such persons and each custodian of a property of one or more such persons and the personal representative or estate of any such persons.

"Fully Diluted Basis" means that the relevant calculation of the ownership or percentage ownership (as applicable) of any Person of the equity securities of the Company shall be performed as if (i) all Derivative Securities have been exercised or converted, as the case may be, into shares of Common Stock of the Company, and (ii) all shares of preferred stock or any other series of equity securities of the Company shall have been converted into shares of Common Stock of the Company.

"GAAP" means generally accepted accounting principles in the United States that are (i) consistent with the principles promulgated or adopted by the Financial Accounting Standards Board and its predecessors, (ii) applied on a

basis consistent with prior periods, and (iii) such that, insofar as the use of accounting principles is pertinent, a certified public accountant could deliver an unqualified opinion with respect to financial statements in which such principles have been properly applied.

"Liens" means any and all liens, claims, mortgages, security interests, charges, encumbrances, and restrictions on transfer of any kind, except: (i) in the case of references to securities, any of the same arising under applicable securities laws solely by reason of the fact that such securities were issued pursuant to exemptions from registration under such securities laws, (ii) real estate taxes not yet due and payable, and (iii) any lien in favor of any landlord for unpaid rent, additional rent, or other charges, which lien is created by statute or under any lease under which the Company or any of its Subsidiaries is lessee, unless the Company is given written notice of the imposition of any such lien described in this clause (iii).

"Person" or "person" (regardless of whether capitalized) means any natural person, entity, or association, including without limitation any corporation, partnership, limited liability company, government (or agency or subdivision thereof), trust, joint venture or proprietorship.

"Registration Rights Agreement" means the Registration Rights Agreement dated as of the Closing Date by and among the Company and the Investors participating in such closing, in the form attached hereto as Exhibit D and incorporated herein by reference.

"SEC" means the Securities and Exchange Commission.

"Subsidiary" or "Subsidiaries" means, with respect to any person, any corporation a majority (by number of votes) of the outstanding shares of any class or classes of which are at the time owned by such person or by a Subsidiary of such person, if the holders of the shares of such class or classes (a) are ordinarily, in the absence of contingencies, entitled to vote for the election of a majority of the directors (or persons performing similar functions) of the issuer thereof, even though the right so to vote has been suspended by the happening of such a contingency, or (b) are at the time entitled, as such holders, to vote for the election of a majority of the directors (or persons performing similar functions) of the issuer thereof, whether or not the right so to vote exists by reason of the happening of a contingency.

ARTICLE VII
MISCELLANEOUS

Section 7.1 Independent Nature of Investors' Obligations and Rights. The Company acknowledges each of the following: The obligations of each Investor

participating in this transaction are several and not joint with the obligations of any other Investor, and no Investor shall be responsible in any way for the performance of the obligations of any other Investor. Nothing contained herein or in any other agreement, and no action taken by any Investor pursuant thereto, shall be deemed to constitute the Investors as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Investors are in any way acting in concert or as a "group" (within the meaning of Sections 13 and 16 of the Exchange Act and any rules promulgated thereunder), in each case with respect to such obligations or the transactions contemplated hereunder. Each Investor shall be entitled to independently protect and enforce its rights, including without limitation the rights arising out of this Agreement or out of the other agreements relating to this transaction, and it shall not be necessary for any other Investor to be joined as an additional party in any proceeding for such purpose. Each Investor has been represented by its own separate legal counsel (or has chosen not to be represented by legal counsel) in its review and negotiation of this agreement and the related transaction documents. The Company has elected to provide various Investors with the same terms and agreements for the convenience of the Company and not because it was required or requested to do so by the Investors.

Section 7.2 Waivers and Consents. For the purposes of this Agreement and all agreements executed pursuant hereto, no course of dealing between the Company and the Investors and no delay on the part of any party hereto in exercising any rights hereunder or thereunder shall operate as a waiver of the rights hereof or thereof. No provision hereof may be waived except by a written instrument signed by the party so waiving such provision.

14

Section 7.3 Governing Law; Jurisdiction; Venue etc. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to the principles of conflicts of law thereof. The state and federal courts of the State of New York located in New York County shall have exclusive jurisdiction to hear and determine any claims or disputes between the Investors and the other party or parties hereto pertaining directly or indirectly to this Agreement and all documents, instruments and agreements executed pursuant hereto, or to any matter arising therefrom (unless otherwise expressly provided for therein); the exclusive choice of forum set forth in this Section 7.3 shall not be deemed to preclude the enforcement of any judgment obtained in such forum or the taking of any action to enforce the same in any other appropriate jurisdiction. All of the parties hereto waive all rights to trial by jury in any action or proceeding instituted by any party against any other party arising out of, on or by reason of this Agreement or the documents and transactions contemplated herein.

Section 7.4 Headings. The descriptive headings in this Agreement have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction or interpretation of any provision thereof or hereof.

Section 7.5 Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute but one and the same document.

Section 7.6 Notices and Demands. Any notice or demand which is required or provided to be given under this Agreement shall be deemed to have been sufficiently given and received for all purposes when delivered by hand or by telecopy that has been confirmed as received by 5:00 P.M. on a business day, one (1) business day after being sent by nationally recognized overnight courier or received by telecopy after 5:00 P.M. on any day, or five (5) business days after being sent by certified or registered mail, postage and charges prepaid, return receipt requested, to the following addresses:

If to the Company:

RoomLinX, Inc.
401 Hackensack Ave., 3rd Floor
Hackensack, NJ 07601
Attn: Mr. Frank Elenio
Facsimile: 201-525-1778

With a copy to:

Lowenstein Sandler, P.C.
65 Livingston Avenue
Roseland, NJ 07068
Attn: Peter H. Ehrenberg, Esq.
Facsimile: 973-597-2351

If to the Investors:

To their respective addresses set forth below their respective names on the signature pages hereto.

Section 7.7 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be deemed prohibited or invalid under such applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, and such prohibition or invalidity shall not invalidate the remainder of such provision or the other provisions of this Agreement, provided, however, that no such severability shall be effective if it materially changes the economic benefit of this Agreement to any party.

Section 7.8 Integration. This Agreement, including the exhibits, documents and instruments referred to herein or therein, constitutes the entire agreement,

and supersedes any other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

Section 7.9 Publicity. The Company shall within four (4) business days following the date hereof, issue a Current Report on Form 8-K disclosing the material terms of the transactions contemplated hereby, and shall attach this Agreement and each Ancillary Agreement required to be filed as an exhibit thereto. The Company shall have the right to issue any press release or other public statement in connection with the transaction contemplated hereby, excluding the identity of the Investors, without the prior consent of the Investors, but may disclose the identity of the Investors upon prior written consent of the Investors, which shall not be unreasonably withheld.

Section 7.10 Expenses. The Company and the Investors will each bear their own costs and expenses and those of their respective advisors related to the transactions herein contemplated, except that upon Closing the Company hereby agrees to reimburse Casimir Capital, LP (the "Placement Agent") \$15,000 for their legal fees and related expenses. The Company shall pay all transfer agent fees, stamp taxes and other taxes and duties levied in connection with the issuance of any Securities.

Section 7.11 Assignment. (a) The Company may not assign this Agreement or its rights and obligations hereunder.

(b) The rights and obligations hereunder and the Securities may be transferred by each of the Investors in its sole discretion at any time, in whole or in part, to any Person to whom such Investor transfers Securities.

(c) Notwithstanding the other provisions of this Section 7.11, no Person acquiring any Common Stock in a public trade shall receive the benefit of any of the covenants set forth in this Agreement as an assignee thereof.

(d) Subject to clause (c) immediately above, any Person acquiring, in a manner permitted by this Agreement, any Securities and/or rights of an Investor under this Agreement shall constitute an Investor for purposes of this Agreement and any reference to an Investor in this Agreement shall also refer to any such Person.

Section 7.12 Equitable Relief. Each of the parties acknowledges that any breach by such party of his obligations under this Agreement would cause substantial and irreparable damage to one or more of the other parties and that money damages would be an inadequate remedy therefor. Accordingly, each party agrees that the other parties or any of them will be entitled to an injunction, specific performance and/or other equitable relief to prevent the breach of such obligations.

Section 7.13 Usage. All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. All terms defined in this Agreement in their singular or plural forms have

correlative meanings when used herein in their plural or singular forms, respectively.

Section 7.14 Facsimile Signatures. A facsimile signature on this Agreement or an original signature delivered by facsimile shall be considered the same as an original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Securities Purchase Agreement to be duly executed and delivered as of the day and year first above written. EXECUTION OF THIS AGREEMENT BY ANY INVESTOR SHALL BE DEEMED TO CONSTITUTE EXECUTION OF THE REGISTRATION RIGHTS AGREEMENT BY SUCH INVESTOR.

ROOMLINX, INC.

By: /s/ Frank Elenio

Name: Frank Elenio

Title: Chief Financial Officer

INVESTORS:

If an individual:

/s/ J. Edward Barth

Name: J Edward Barth

If an entity:

Name of Entity: _____

By: _____

Name:

Title:

Amount of Investment: \$25,000

Number of Warrants 216,667

Address of Investor:

18

IN WITNESS WHEREOF, the parties have caused this Securities Purchase Agreement to be duly executed and delivered as of the day and year first above written. EXECUTION OF THIS AGREEMENT BY ANY INVESTOR SHALL BE DEEMED TO CONSTITUTE EXECUTION OF THE REGISTRATION RIGHTS AGREEMENT BY SUCH INVESTOR.

ROOMLINX, INC.

By: /s/ Frank Elenio

Name: Frank Elenio

Title: Chief Financial Officer

INVESTORS:

If an individual:

Name:

If an entity:

Name of Entity: Heller Family Investments, LLC

By: /s/ Authorized Signatory

Name:

Title:

Amount of Investment: \$75,000

Number of Warrants 650,000

Address of Investor:

IN WITNESS WHEREOF, the parties have caused this Securities Purchase Agreement to be duly executed and delivered as of the day and year first above written. EXECUTION OF THIS AGREEMENT BY ANY INVESTOR SHALL BE DEEMED TO CONSTITUTE EXECUTION OF THE REGISTRATION RIGHTS AGREEMENT BY SUCH INVESTOR.

ROOMLINX, INC.

By: /s/ Frank Elenio

Name: Frank Elenio

Title: Chief Financial Officer

INVESTORS:

If an individual:

Name:

If an entity:

Name of Entity: Commonwealth Investors LLC

By: /s/ Authorized Signatory

Name:

Title:

Amount of Investment: \$45,000

Number of Warrants 390,000

Address of Investor:

IN WITNESS WHEREOF, the parties have caused this Securities Purchase Agreement to be duly executed and delivered as of the day and year first above written. EXECUTION OF THIS AGREEMENT BY ANY INVESTOR SHALL BE DEEMED TO CONSTITUTE EXECUTION OF THE REGISTRATION RIGHTS AGREEMENT BY SUCH INVESTOR.

ROOMLINX, INC.

By: /s/ Frank Elenio

Name: Frank Elenio
Title: Chief Financial Officer

INVESTORS:

If an individual:

/s/ Richard Konrad

Name: Richard Konrad

If an entity:

Name of Entity: _____

By: _____

Name:
Title:

Amount of Investment: \$50,000

Number of Warrants 433,333

Address of Investor:

IN WITNESS WHEREOF, the parties have caused this Securities Purchase Agreement to be duly executed and delivered as of the day and year first above written. EXECUTION OF THIS AGREEMENT BY ANY INVESTOR SHALL BE DEEMED TO CONSTITUTE EXECUTION OF THE REGISTRATION RIGHTS AGREEMENT BY SUCH INVESTOR.

ROOMLINX, INC.

By: /s/ Frank Elenio

Name: Frank Elenio
Title: Chief Financial Officer

INVESTORS:

If an individual:

Name:

If an entity:

Name of Entity: Merson Limited Partnership

By: /s/ Authorized Signatory

Name:
Title:

Amount of Investment: \$50,000

Number of Warrants 433,333

Address of Investor:

IN WITNESS WHEREOF, the parties have caused this Securities Purchase Agreement to be duly executed and delivered as of the day and year first above written. EXECUTION OF THIS AGREEMENT BY ANY INVESTOR SHALL BE DEEMED TO CONSTITUTE EXECUTION OF THE REGISTRATION RIGHTS AGREEMENT BY SUCH INVESTOR.

ROOMLINX, INC.

By: /s/ Frank Elenio

Name: Frank Elenio
Title: Chief Financial Officer

INVESTORS:

If an individual:

/s/ Richard Steinberg

Name: Richard Steinberg

If an entity:

Name of Entity: _____

By: _____

Name:
Title:

Amount of Investment: \$100,000

Number of Warrants 866,667

Address of Investor:

IN WITNESS WHEREOF, the parties have caused this Securities Purchase

Agreement to be duly executed and delivered as of the day and year first above written. EXECUTION OF THIS AGREEMENT BY ANY INVESTOR SHALL BE DEEMED TO CONSTITUTE EXECUTION OF THE REGISTRATION RIGHTS AGREEMENT BY SUCH INVESTOR.

ROOMLINX, INC.

By: /s/ Frank Elenio

Name: Frank Elenio

Title: Chief Financial Officer

INVESTORS:

If an individual:

Name:

If an entity:

Name of Entity: Trinad Capital, LP

By: /s/ Authorized Signatory

Name:

Title:

Amount of Investment: \$100,000

Number of Warrants 866,667

Address of Investor:

IN WITNESS WHEREOF, the parties have caused this Securities Purchase Agreement to be duly executed and delivered as of the day and year first above written. EXECUTION OF THIS AGREEMENT BY ANY INVESTOR SHALL BE DEEMED TO

ROOMLINX, INC.

By: /s/ Frank Elenio

Name: Frank Elenio
Title: Chief Financial Officer

INVESTORS:

If an individual:

/s/ Morry Kalimian

Name: Morry Kalimian as Custodian
for Ariel Kalimian

If an entity:

Name of Entity: _____

By: _____

Name:

Title:

Amount of Investment: \$50,000

Number of Warrants 433,333

Address of Investor:

IN WITNESS WHEREOF, the parties have caused this Securities Purchase Agreement to be duly executed and delivered as of the day and year first above written. EXECUTION OF THIS AGREEMENT BY ANY INVESTOR SHALL BE DEEMED TO CONSTITUTE EXECUTION OF THE REGISTRATION RIGHTS AGREEMENT BY SUCH INVESTOR.

ROOMLINX, INC.

By: /s/ Frank Elenio

Name: Frank Elenio

Title: Chief Financial Officer

INVESTORS:

If an individual:

/s/ Morry Kalimian

Name: Morry Kalimian

If an entity:

Name of Entity: _____

By: _____

Name:

Title:

Amount of Investment: \$100,000

Number of Warrants 866,667

Address of Investor:

IN WITNESS WHEREOF, the parties have caused this Securities Purchase Agreement to be duly executed and delivered as of the day and year first above written. EXECUTION OF THIS AGREEMENT BY ANY INVESTOR SHALL BE DEEMED TO CONSTITUTE EXECUTION OF THE REGISTRATION RIGHTS AGREEMENT BY SUCH INVESTOR.

ROOMLINX, INC.

By: /s/ Frank Elenio

Name: Frank Elenio

Title: Chief Financial Officer

INVESTORS:

If an individual:

Name:

If an entity:

Name of Entity: Creekspan Partners, LP

By: /s/ Authorized Signatory

Name:

Title:

Amount of Investment: \$108,500

Number of Warrants 940,333

Address of Investor:

27

IN WITNESS WHEREOF, the parties have caused this Securities Purchase Agreement to be duly executed and delivered as of the day and year first above written. EXECUTION OF THIS AGREEMENT BY ANY INVESTOR SHALL BE DEEMED TO CONSTITUTE EXECUTION OF THE REGISTRATION RIGHTS AGREEMENT BY SUCH INVESTOR.

ROOMLINX, INC.

By: /s/ Frank Elenio

Name: Frank Elenio
Title: Chief Financial Officer

INVESTORS:

If an individual:

/s/ Joshua Gessin

Name: Joshua Gessin

If an entity:

Name of Entity: _____

By: _____

Name:

Title:

Amount of Investment: \$50,000

Number of Warrants 433,333

Address of Investor:

IN WITNESS WHEREOF, the parties have caused this Securities Purchase Agreement to be duly executed and delivered as of the day and year first above written. EXECUTION OF THIS AGREEMENT BY ANY INVESTOR SHALL BE DEEMED TO CONSTITUTE EXECUTION OF THE REGISTRATION RIGHTS AGREEMENT BY SUCH INVESTOR.

ROOMLINX, INC.

By: /s/ Frank Elenio

Name: Frank Elenio
Title: Chief Financial Officer

INVESTORS:

If an individual:

/s/ David Farnsworth

Name: David Farnsworth

If an entity:

Name of Entity: _____

By: _____

Name:

Title:

Amount of Investment: \$5,000

Number of Warrants 43,333

Address of Investor:

29

IN WITNESS WHEREOF, the parties have caused this Securities Purchase Agreement to be duly executed and delivered as of the day and year first above written. EXECUTION OF THIS AGREEMENT BY ANY INVESTOR SHALL BE DEEMED TO CONSTITUTE EXECUTION OF THE REGISTRATION RIGHTS AGREEMENT BY SUCH INVESTOR.

ROOMLINX, INC.

By: /s/ Frank Elenio

Name: Frank Elenio

Title: Chief Financial Officer

INVESTORS:

If an individual:

/s/ Mark Kalimian

Name: Mark Kalimian

If an entity:

Name of Entity: _____

By: _____

Name:

Title:

Amount of Investment: \$150,000

Number of Warrants 1,300,000

Address of Investor:

IN WITNESS WHEREOF, the parties have caused this Securities Purchase Agreement to be duly executed and delivered as of the day and year first above written. EXECUTION OF THIS AGREEMENT BY ANY INVESTOR SHALL BE DEEMED TO CONSTITUTE EXECUTION OF THE REGISTRATION RIGHTS AGREEMENT BY SUCH INVESTOR.

ROOMLINX, INC.

By: /s/ Frank Elenio

Name: Frank Elenio

Title: Chief Financial Officer

INVESTORS:

If an individual:

/s/ Jonathan J. Leifer

Name: Jonathan J. Leifer

If an entity:

Name of Entity: _____

By: _____

Name:

Title:

Amount of Investment: \$25,000

Number of Warrants 216,667

Address of Investor:

IN WITNESS WHEREOF, the parties have caused this Securities Purchase Agreement to be duly executed and delivered as of the day and year first above written. EXECUTION OF THIS AGREEMENT BY ANY INVESTOR SHALL BE DEEMED TO CONSTITUTE EXECUTION OF THE REGISTRATION RIGHTS AGREEMENT BY SUCH INVESTOR.

ROOMLINX, INC.

By: /s/ Frank Elenio

Name: Frank Elenio

Title: Chief Financial Officer

INVESTORS:

If an individual:

Name:

If an entity:

Name of Entity: DKR SoundShore Strategic
Holding Fund Ltd.

By: /s/ Authorized Signatory

Name:

Title:

Amount of Investment: \$7,500

Number of Warrants 65,000

Address of Investor:

IN WITNESS WHEREOF, the parties have caused this Securities Purchase Agreement to be duly executed and delivered as of the day and year first above written. EXECUTION OF THIS AGREEMENT BY ANY INVESTOR SHALL BE DEEMED TO CONSTITUTE EXECUTION OF THE REGISTRATION RIGHTS AGREEMENT BY SUCH INVESTOR.

ROOMLINX, INC.

By: /s/ Frank Elenio

Name: Frank Elenio

Title: Chief Financial Officer

INVESTORS:

If an individual:

Name:

If an entity:

Name of Entity: DKR SoundShore Oasis
Holding Fund Ltd.

By: /s/ Authorized Signatory

Name:
Title:

Amount of Investment: \$142,500

Number of Warrants 1,235,000

Address of Investor:

33

IN WITNESS WHEREOF, the parties have caused this Securities Purchase Agreement to be duly executed and delivered as of the day and year first above written. EXECUTION OF THIS AGREEMENT BY ANY INVESTOR SHALL BE DEEMED TO CONSTITUTE EXECUTION OF THE REGISTRATION RIGHTS AGREEMENT BY SUCH INVESTOR.

ROOMLINX, INC.

By: /s/ Frank Elenio

Name: Frank Elenio
Title: Chief Financial Officer

INVESTORS:

If an individual:

Name:

If an entity:

Name of Entity: Philippi Trading

By: /s/ Authorized Signatory

Name:

Title:

Amount of Investment: \$16,500

Number of Warrants 143,000

Address of Investor:

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "Agreement") is made and entered into as of March 2, 2005, among RoomLinX, Inc., a Nevada corporation (the "Company"), and the purchasers signatory hereto (each such purchaser is a "Purchaser" and all such purchasers are, collectively, the "Purchasers").

This Agreement is made pursuant to the Securities Purchase Agreement, dated as of the date hereof among the Company and each of the Purchasers (the "Purchase Agreement").

The Company and the Purchasers hereby agree as follows:

1. Certain Definitions. Capitalized terms used and not otherwise defined herein that are defined in the Purchase Agreement shall have the meanings given such terms in the Purchase Agreement. As used in this Agreement, the following terms shall have the following respective meanings:

"Commission" shall mean the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, or any similar successor federal statute and the rules and regulations thereunder, all as the same shall be in effect from time to time.

"Holders" shall mean the Purchaser and any holder of Registrable Securities to whom the registration rights conferred by this Agreement have been transferred.

"Registrable Securities" shall mean (i) Common Stock underlying the Debentures and Warrants held by the Holders or (ii) any Common Stock issued as a dividend or other distribution with respect to or in exchange for or in replacement of the stock referenced in (i) above.

The terms "register", "registered" and "registration" shall refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act and applicable rules and regulations thereunder, and the declaration or ordering of the effectiveness of such registration statement.

"Registration Expenses" shall mean all expenses incurred by the Company in compliance with the registration obligation of the Company, including, without limitation, all registration and filing fees, printing expenses, fees and disbursements of counsel for the Company.

"Restricted Securities" shall mean the securities of the Company required to bear or bearing the legend set forth in Section 3 hereof.

"Selling Expenses" shall mean all underwriting discounts,

selling commissions and expense allowances applicable to the sale of Registrable Securities and all fees and disbursements of counsel for any Holder.

2. Restrictions on Transferability. The Securities and any other securities issued in respect of the Securities upon any stock split, stock dividend, recapitalization, merger, consolidation, or similar event, shall not be transferred except upon the conditions specified in this Agreement, which conditions are intended to ensure compliance with the provisions of the Securities Act. Any transferee of such securities shall take and hold such securities subject to the provisions and upon the conditions specified in this Agreement.

3. Restrictive Legend. Each certificate representing the Securities, the shares of Common Stock underlying the Securities and any other securities issued in respect of the Securities upon any stock split, stock dividend, recapitalization, merger, consolidation or similar event, shall (unless otherwise permitted or unless the securities evidenced by such certificate shall have been registered under the Securities Act) be stamped or otherwise imprinted with a legend substantially in the following form (in addition to any legend required under applicable state securities laws):

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") OR ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE SOLD OR OFFERED FOR SALE IN THE ABSENCE OF SUCH REGISTRATION OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE ACT.

Upon request of Purchaser, the Company shall remove the foregoing legend from the certificate or issue to such holder a new certificate therefor free of any transfer legend, if, with such request, the Company shall have received either an opinion of counsel or the "no-action" letter referred to in Section 4 to the effect that any transfer by such holder of the securities evidenced by such certificate will not violate the Securities Act and applicable state securities laws, unless any such transfer legend may be removed pursuant to Rule 144 or any successor rule, in which case no such opinion or "no-action" letter shall be required.

The Company acknowledges and agrees that a Purchaser may from time to time pledge pursuant to a bona fide margin agreement or grant a security interest in some or all of the Registrable Securities and, if required under the terms of such arrangement, such Purchaser may transfer pledged or secured Registrable Securities to the pledgees or secured parties. Further, no notice shall be required of such pledge. At the appropriate Purchaser's expense, the Company will execute and deliver such reasonable documentation as a pledgee or secured party of Securities may reasonably request in connection with a pledge or transfer of the Registrable Securities, including the preparation and

filing of any required prospectus supplement under Rule 424(b)(3) of the Securities Act or other applicable provision of the Securities Act to appropriately amend the list of selling stockholders thereunder.

Certificates evidencing shares of Common Stock (including shares underlying the Warrants) shall not contain any legend (i) while a registration statement covering the resale of such security is effective under the Securities Act, or (ii) following any sale of such shares pursuant to Rule 144, or (iii) if such shares are eligible for sale under Rule 144(k), or (iv) if such legend is not required under applicable requirements of the Securities Act (including judicial

-2-

interpretations and pronouncements issued by the staff of the Commission). If all or any portion of a Debenture or Warrant is converted or exercised at a time when there is an effective registration statement to cover the resale of the underlying shares, or if such underlying shares of Common Stock may be sold under Rule 144 or if such legend is not otherwise required under applicable requirements of the Securities Act (including judicial interpretations thereof) then such underlying shares shall be issued free of all legends. The Company agrees that following the effective date of the registration statement required to be filed hereunder or at such time as such legend is no longer required, it will, no later than three trading days following the delivery by a Purchaser to the Company or the Company's transfer agent of a certificate representing shares of Common Stock issued with a restrictive legend, deliver or cause to be delivered to such Purchaser a certificate representing such shares that is free from all restrictive and other legends. The Company may not make any notation on its records or give instructions to any transfer agent of the Company that enlarge the restrictions on transfer set forth in this Section.

4. Notice of Proposed Transfers. The holder of each certificate representing Restricted Securities by acceptance thereof agrees to comply in all respects with the provisions of this Section 4. Prior to any proposed transfer of any Restricted Securities, the holder thereof shall give written notice to the Company of such holder's intention to effect such transfer. Each such notice shall describe the manner and circumstances of the proposed transfer in sufficient detail, and shall be accompanied by either (i) if required, a written opinion of legal counsel to the holder who shall be reasonably satisfactory to the Company, addressed to the Company, to the effect that the proposed transfer of the Restricted Securities may be effected without registration under the Securities Act or (ii) a "no-action" letter from the Commission to the effect that the distribution of such securities without registration will not result in a recommendation by the staff of the Commission that action be taken with respect thereto, whereupon the holder of such Restricted Securities shall be entitled to transfer such Restricted Securities in accordance with the terms of the notice delivered by such holder to the Company. The Company will not require such a legal opinion or "no action" letter (x) in any transaction in compliance

with Rule 144 promulgated under the Securities Act, (y) in any transaction in which the Purchaser distributes Restricted Securities solely to its stockholders on a pro rata basis for no consideration, or (z) in any transaction in which a holder which is a partnership or limited liability company distributes Restricted Securities solely to its partners or members, as applicable, for no consideration; provided that each transferee agrees in writing to be subject to the terms of this Section 4. Each certificate evidencing the Restricted Securities transferred as above provided shall bear the restrictive legend set forth in Section 3 above.

5. Registration.

(i) At any time before the third anniversary of the date of this Agreement, whenever the Company proposes to file a registration statement pursuant to the Securities Act with the SEC, other than a registration relating to the offering or issuance of shares in connection with (i) employee compensation or benefit plans or (ii) one or more acquisition transactions under a Registration Statement on Form S-4 or Form S-1 under the Securities Act (or a successor to Form S-4 or Form S-1), the Company shall give each Holder of Registrable Securities written notice (the "Company Notice") of the Company's

-3-

intention to file a registration statement at least fifteen days prior to the date the Company proposes to file such registration statement. The Company shall include in such registration statement the Registrable Securities unless either (i) the Registrable Securities are included in a registration statement that is effective under the Securities Act, or (ii) a Holder gives the Company notice not to include such Holder's Registrable Securities in the registration statement within ten days of such Holder's receipt of the Company Notice.

(ii) If the Company has not filed a registration statement covering the resale of the Registrable Securities within four months from the date hereof, and the Company shall receive a written request signed by holders holding the majority of the Registrable Securities for the registration of any of such shares (the "Demand Notice"), the Company shall give notice to all holders of such request and give them the opportunity to join such request, and the Company shall prepare and file with Commission a registration statement under the Securities Act, covering the shares of Common Stock which are the subject of such requests and shall use its best efforts to cause such registration statement to become effective under the Securities Act, as soon as practicable and shall use its best efforts to maintain the registration effective for a period of 24 months (or so long as a Holder is subject to the volume limitations of Rule 144(e) under the Securities Act).

(iii) Notwithstanding the foregoing, the Company shall not be obligated to take any action pursuant to this Section 5 in any particular jurisdiction in which the Company would be required to execute a general consent to service of process in effecting such registration, qualification or compliance unless the Company is already subject to service in

such jurisdiction and except as may be required by the Securities Act.

(iv) In the event that (i) the Company fails to file the registration statement pursuant to Section 5(ii) within 45 days after receipt of the Demand Notice; or (ii) if such registration statement has not been declared effective within 90 days following the date of filing or (iii) if after a Registration Statement is first declared effective by the Commission, it ceases for any reason to remain continuously effective as to all Registrable Securities for which it is required to be effective, or the Holders are not permitted to utilize the prospectus therein to resell such Registrable Securities, for in any such case 20 consecutive calendar days but no more than an aggregate of 40 calendar days during any 12 month period (which need not be consecutive trading days) (any such failure or breach being referred to as an "Event," and for purposes of clause (i) or (ii) the date on which such Event occurs, or for purposes of clause (iii) the date which such 20 or 40 calendar day period, as applicable is exceeded), the Company shall pay to each Purchaser, as liquidated damages and not as a penalty, an amount in cash equal to 1.5% of the aggregate purchase price paid by such Purchaser pursuant to the Purchase Agreement upon the occurrence of each such Event and for each such month thereafter (or partial period thereof) of noncompliance. Notwithstanding the foregoing payments by the Company, each Purchaser may seek any other remedies available by law. If the Company fails to pay any liquidated damages pursuant to this Section in full within seven days after the date payable, the Company will pay interest thereon at a rate of 12% per annum (or such lesser maximum amount that is permitted to be paid by applicable law) to the Holder, accruing daily from the date such liquidated damages are due until such amounts, plus all such interest thereon, are paid in full. The liquidated damages pursuant to the terms hereof shall apply on a pro-rata basis for any portion of a month prior to the cure of any default.

-4-

6. Expenses of Registration. The Company shall bear all Registration Expenses incurred in connection with any registration, qualification or compliance pursuant to this Agreement and all underwriting discounts, selling commissions and expense allowances applicable to the sale of any securities by the Company for its own account in any registration. All Selling Expenses shall be borne by the Holders whose securities are included in such registration pro rata on the basis of the number of their Registrable Securities so registered.

7. Indemnification.

(i) The Company will indemnify each Holder, each of its officers, directors, agents, employees and partners, and each person controlling such Holder, with respect to each registration, qualification or compliance effected pursuant to this Agreement, and each underwriter, if any, and each person who controls any underwriter, and their respective counsel against all claims, losses, damages and liabilities (or actions, proceedings or settlements in respect thereof) arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any prospectus,

offering circular or other document prepared by the Company (including any related registration statement, notification or the like) incident to any such registration, qualification or compliance, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by the Company of the Securities Act or any rule or regulation thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any such registration, qualification or compliance, and will reimburse each such Holder, each of its officers, directors, agents, employees and partners, and each person controlling such Holder, each such underwriter and each person who controls any such underwriter, for any legal and any other expenses as they are reasonably incurred in connection with investigating and defending any such claim, loss, damage, liability or action, provided that the Company will not be liable in any such case to the extent that any such claim, loss, damage, liability or expense (or action, proceeding or settlement in respect thereof) arises primarily and directly out of or is based on any untrue statement (or alleged untrue statement) or omission (or alleged omissions) based upon written information furnished to the Company by such Holder or underwriter and stated to be specifically for use therein.

(ii) Each Holder whose Registrable Securities are included in any registration, qualification or compliance effected pursuant to this Agreement will indemnify the Company, each of its directors and officers and each underwriter, if any, of the Company's securities covered by such a registration statement, each person who controls the Company or such underwriter within the meaning of the Securities Act and the rules and regulations thereunder, each other such Holder and each of their officers, directors and partners, and each person controlling such Holder, and their respective counsel against all claims, losses, damages and liabilities (or actions in respect thereof) arising primarily and directly out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any such registration statement, prospectus, offering circular or other document, or any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse the Company and such Holders, directors, officers, partners, persons, underwriters or control persons and their counsel for any legal or any

-5-

other expenses as they are reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability or action, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such registration statement, prospectus, offering circular or other document in reliance upon and in conformity with written information furnished to the Company by such Holder and stated to be specifically for use therein; provided, however, that the obligations of such Holders hereunder shall be limited to an amount equal to the net proceeds to each such Holder of securities sold under such registration statement, prospectus, offering circular or other document as contemplated herein.

(iii) Each party entitled to indemnification under this Section 7 (the "Indemnified Party") shall give notice to the party required to provide indemnification (the "Indemnifying Party") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and shall permit the Indemnifying Party to assume the defense of any such claim or any litigation resulting therefrom, provided that counsel for the Indemnifying Party, who shall conduct the defense of such claim or any litigation resulting therefrom, shall be approved by the Indemnified Party (whose approval shall not unreasonably be withheld), and the Indemnified Party may participate in such defense at such party's expense; and provided further that if any Indemnified Party reasonably concludes that there may be one or more legal defenses available to it that are not available to the Indemnifying Party, or that such claim or litigation involves or could have an effect on matters beyond the scope of this Agreement, then the Indemnified Party may retain its own counsel at the expense of the Indemnifying Party, provided that only one such counsel shall be designated by all of the Indemnified Parties in any such situation; and provided further that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Agreement unless and only to the extent that such failure to give notice results in material prejudice to the Indemnifying Party. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation. Each Indemnified Party shall furnish such information regarding itself or the claim in question as an Indemnifying Party may reasonably request in writing and as shall be reasonably required in connection with defense of such claim and litigation resulting therefrom.

(iv) If the indemnification provided for in this Section 7 is held by a court of competent jurisdiction to be unavailable to an Indemnified Party with respect to any loss, liability, claim, damage or expense referred to herein, then the Indemnifying Party, in lieu of indemnifying such Indemnified Party hereunder, shall contribute to the amount paid or payable by such Indemnified Party as a result of such loss, liability, claim, damage or expense in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and of the Indemnified Party on the other in connection with the statements or omissions which resulted in such loss, liability, claim, damage or expense as well as any other relevant equitable considerations. The relative fault of the Indemnifying Party and of the Indemnified Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the Indemnifying Party or by the Indemnified Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

8. Transfer or Assignment of Rights. The benefits to the Holder hereunder may be transferred or assigned by a Holder to a transferee or assignee of any of the Restricted Securities, provided that the Company is given written notice prior to the time that such right is exercised, stating the name and address of said transferee or assignee and identifying the securities with respect to which such registration rights are being transferred or assigned; provided further that the transferee or assignee of such rights assumes in writing the obligations of the Holder under this Agreement.

9. Registration Procedures. In the case of a registration effected by the Company pursuant to this Agreement, the Company will keep each Holder who is entitled to registration benefits hereunder advised in writing as to the initiation of each registration and as to the completion thereof. At its expense, the Company will:

(i) Prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of securities covered by such registration statement;

(ii) Respond as promptly as reasonably possible to any comments received from the Commission with respect to a registration statement or any amendment thereto;

(iv) Notify the Holders and their counsel as promptly as reasonably possible and (if requested by any such person) confirm such notice in writing no later than one trading day following the day (i) (A) when a Prospectus or any Prospectus supplement or post-effective amendment to a registration statement is to be filed and (B) with respect to a registration statement or any post-effective amendment, when the same has become effective;

(v) Furnish such number of prospectuses and other documents incident thereto, including supplements and amendments, as a Holder may reasonably request;

(vi) Furnish to each selling Holder, upon request, a copy of all documents filed with and all correspondence from or to the Commission in connection with any such registration statement (redacting any information which may constitute material nonpublic information) other than nonsubstantive cover letters and the like;

(vii) Use its best efforts to avoid the issuance of, or, if issued, obtain the withdrawal of (i) any order suspending the effectiveness of a registration statement, or (ii) any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, at the earliest practicable moment;

(viii) Comply with all applicable rules and regulations of the Commission;

(ix) Each selling Holder shall furnish to the Company upon request a certified statement as to (i) the number of shares of Common Stock beneficially owned by such Holder, (ii) the controlling person thereof, (iii) whether such Holder is a broker-dealer and (iv) such other information as the Commission shall reasonably request.

-7-

(x) Notify the Holders and their counsel in writing no later than two trading days following the occurrence of any event or passage of time that makes the financial statements included in a Registration Statement ineligible for inclusion therein or any statement made in such Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires any revisions to such Registration Statement, Prospectus or other documents so that, in the case of such Registration Statement or Prospectus, as the case may be, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

For not more than twenty (20) consecutive days or for a total of not more than forty (40) days in any twelve (12) month period, the Company may suspend the use of any Prospectus included in any Registration Statement in connection with any of the events described in clause (x) above (an "Allowed Delay"); provided, that the Company shall promptly (a) notify the Holders in writing of the existence of (but in no event, without the prior written consent of a Holder, shall the Company disclose to such Holder any of the facts or circumstances regarding) material non-public information giving rise to an Allowed Delay, (b) advise the Holders in writing to cease all sales under the Registration Statement until the end of the Allowed Delay and (c) use reasonable efforts to terminate an Allowed Delay as promptly as practicable.

10. Rule 144 Reporting. With a view to making available the benefits of certain rules and regulations of the Commission which may permit the sale of the Restricted Securities to the public without registration, the Company agrees to:

(i) Make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act; and

(ii) Use its reasonable best efforts to file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act.

11. Reporting Under the Exchange Act. The Company agrees to take no action designed to, or with the effect of, causing the Company to cease to be subject to the reporting requirements of the Exchange Act for so long as a registration statement under this Agreement is required to be filed or caused to be effective, or shall be required to be or remain effective; provided, however,

that this section shall not be deemed to preclude the Company from entering into or consummating any agreement providing for the merger or combination of the Company with another entity or a sale of substantially all of the assets of the Company, provided that following such transaction the Company continues to be subject to the reporting requirements of the Exchange Act.

12. Miscellaneous.

(i) Except as set forth on Schedule 12(i) hereto, neither the Company nor any of its security holders (other than the Holders in such capacity pursuant hereto) may include securities of the Company in the registration statement required to be filed pursuant to Section 5(ii) other than the Registrable Securities. The Company shall not file any other registration statement until the initial registration statement required hereunder is declared effective by the Commission.

-8-

(ii) Compliance. Each Holder covenants and agrees that it will comply with the prospectus delivery requirements of the Securities Act as applicable to it in connection with sales of Registrable Securities pursuant to the registration statement required hereunder.

(iii) Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be delivered as set forth in the Purchase Agreement(s).

(iv) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties and shall inure to the benefit of each Holder. The Company may not assign its rights or obligations hereunder without the prior written consent of all of the Holders of the then-outstanding Registrable Securities; provided, however, this section shall not be deemed to preclude the Company from entering into or consummating any agreement providing for the merger or combination of the Company with another entity or a sale of substantially all of the assets of the Company (provided that this Agreement is not assigned by the Company as a part of such transaction). Each Holder may assign their respective rights hereunder in the manner and to the persons as permitted under the Purchase Agreement.

(v) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and, all of which taken together shall constitute one and the same Agreement. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature were the original thereof.

(vi) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by

and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof.

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

(viii) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(ix) Independent Nature of Purchasers' Obligations and Rights. The obligations of each Purchaser hereunder is several and not joint with the obligations of any other Purchaser hereunder, and no Purchaser shall be

-9-

responsible in any way for the performance of the obligations of any other Purchaser hereunder. Nothing contained herein or in any other agreement or document delivered at any closing, and no action taken by any Purchaser pursuant hereto or thereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Purchasers are in any way acting in concert with respect to such obligations or the transactions contemplated by this Agreement. Each Purchaser shall be entitled to protect and enforce its rights, including without limitation the rights arising out of this Agreement, and it shall not be necessary for any other Purchaser to be joined as an additional party in any proceeding for such purpose.

-10-

The terms and conditions of this Registration Rights Agreement have been incorporated by reference into the Purchase Agreement. Execution of a Purchase Agreement by any Purchaser shall be deemed to constitute execution by such Purchaser of this Registration Rights Agreement as of the even date therewith.

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

ROOMLINX, INC.

By: /s/ Frank Elenio

Title: Chief Financial Officer

-11-

FOR MORE INFORMATION CONTACT:
Thomas J. Rozycki, Jr.
Cubitt Jacobs & Prosek
212-279-3115 x208
tom@cjpcom.com

ROOMLINX CLOSES BRIDGE FINANCING

HACKENSACK, NEW JERSEY (MARCH 4, 2005) -RoomLinX, Inc. (OTCBB: RMLX.OB), a leading provider of wireless high-speed network solutions to the hospitality industry, today announced that it has closed the principal tranche of a privately placed bridge financing of convertible debentures and warrants.

On March 3, 2005 the Company received \$1.1 million and issued \$1.1 million aggregate principal amount of debentures, bearing interest at 11% per annum, due on the earlier of September 2, 2005 or the date that the Company closes a subsequent financing with gross cash proceeds of at least \$1.0 million. The debentures are convertible prior to maturity into a maximum of 15,473,332 shares of common stock, based upon a conversion price equal to \$0.075 per share of common stock. The Company also issued five-year warrants to purchase an additional 9,533,333 shares of common stock at an exercise price of \$0.075 per share. Net proceeds of the financing are to be used for working capital, capital expenditures and potential acquisitions.

The Company agreed to pay the placement agent a fee of \$99,000 and to issue to the placement agent five-year warrants to purchase 1,430,000 shares of common stock at an exercise price of \$0.075 per share.

ABOUT ROOMLINX, INC.

RoomLinX currently provides high-speed wireless services to hotels and conference centers throughout the US. The Company conducts site surveys and custom-designs networks for each property, installing services within days. RoomLinX offers 24 X 7 customer support as well as network monitoring and troubleshooting.

The statements contained in this press release that are not based on historical fact are "Forward-looking statements" within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended. Such forward-looking statements involve risks and uncertainties, including but not limited to: (i) the Company's ability to raise additional funds, (ii) difficulties associated with predicting how and when capital will be deployed by the Company and (iii) other "Risk Factors" set forth in the Company's filings with the Securities and Exchange Commission. The Company's actual results could differ materially from the results expressed in, or implied by, such forward-looking statements.

The Company's bridge financing was not registered under the Securities Act of 1933. The securities involved in that financing may not be offered or sold

absent registration or an applicable exemption from the registration requirements.

-2-