

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

Filing Date: **2013-01-10** | Period of Report: **2013-01-10**  
SEC Accession No. [0001193125-13-009383](#)

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

FILER

**UNWIRED PLANET, INC.**

CIK: **1082506** | IRS No.: **943219054** | State of Incorpor.: **DE** | Fiscal Year End: **0630**  
Type: **8-K** | Act: **34** | File No.: **001-16073** | Film No.: **13523111**  
SIC: **7372** Prepackaged software

Mailing Address  
*170 SOUTH VIRGINIA  
STREET, SUITE 201  
RENO NV 89501*

Business Address  
*170 SOUTH VIRGINIA  
STREET, SUITE 201  
RENO NV 89501  
775-980-2345*

---

---

**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): January 10, 2013**

---

**Unwired Planet, Inc.**

**(Exact name of registrant as specified in its charter)**

---

**Delaware**  
**(State or other Jurisdiction  
of Incorporation)**

**001-16073**  
**(Commission  
File Number)**

**94-3219054**  
**(IRS Employer  
Identification No.)**

**170 South Virginia Street, Suite 201  
Reno, Nevada 89501**  
**(Address of Principal Executive Offices) (Zip Code)**

**(775) 980-2345**  
**(Registrant's telephone number, including area code)**

**(Former name or former address, if changed since last report)**

---

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:

- 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.

On January 10, 2013, Unwired Planet, Inc. and certain of its subsidiaries (collectively referred to as the “Company” or “UP”), including its indirect subsidiary, Unwired Planet, LLC (“UP LLC”), entered into a Master Sale Agreement (the “MSA”) with Telefonaktiebolaget L M Ericsson (publ) and an indirect subsidiary (collectively referred to herein as “Ericsson”) pursuant to which such subsidiary of Ericsson will transfer and sell 2,185 patents and patent applications (the “Ericsson Transferred Patent Portfolio”) to UP LLC in exchange for certain ongoing rights to revenues generated from the Ericsson Transferred Patent Portfolio and the Company’s patent portfolio, as summarized below (the “Patent Purchase”). At or prior to the closing, UP will transfer all of its patents not previously transferred to UP LLC. The Ericsson Transferred Patent Portfolio consists of 825 patent families and includes 1,922 issued patents and 263 patent applications covering technology utilized in telecommunications infrastructure including signal processing, network protocols, radio resource management, voice/text applications, mobility management, software, hardware and antennas. Of the 1,922 issued patents, 753 are United States patents. Pursuant to the MSA, during the period commencing on January 1, 2014 and ending five years thereafter, Ericsson also will assign to UP LLC, for no additional consideration, 100 patents each year (a portion of which will be United States patents) selected by Ericsson (the “Additional Patents”), provided that Ericsson may choose to accelerate such contribution to be made at one time or over a shorter period of time. Capitalized terms used but not defined in this Current Report on Form 8-K (this “Report”) are defined in the MSA.

In consideration for the Ericsson Transferred Patent Portfolio and the Additional Patents, UP will pay Ericsson the following portion of UP LLC’s cumulative gross revenue on a quarterly basis in accordance with the provisions of the MSA (the “Gross Revenue Payments”): (i) 20% of the amount of Cumulative Gross Revenue, until the Cumulative Gross Revenue equals \$100 million; plus (ii) 50% of the amount of Cumulative Gross Revenue in excess of \$100 million, until the Cumulative Gross Revenue equals \$500 million; plus (iii) 70% of the amount of Cumulative Gross Revenue in excess of \$500 million. Revenue sharing may be adjusted in Ericsson’s favor in certain circumstances as described below.

The MSA also provides that in connection with a UP Change of Control, Ericsson will have the right either to (i) terminate the MSA and receive a cash payment (the “Sale Payment”) or (ii) elect to continue the MSA in full force and effect and not receive the Sale Payment. In the event Ericsson elects to receive the Sale Payment, such Sale Payment will be equal to Ericsson’s share of the fair market value of all patents and other assets owned or held by UP LLC (the “Patent FMV”). The Patent FMV will be determined in accordance with the mechanism set forth in the MSA. After such Patent FMV has been determined it will be deemed incremental “Cumulative Gross Revenue” and distributed in accordance with the formula for Gross Revenue Payments set forth above. Notwithstanding the foregoing, if a UP Change of Control occurs within three years of the consummation of the transactions contemplated by the MSA and Ericsson elects to receive the Sale Payment, the Sale Payment will be at least \$1.05 billion less Gross Revenue Payments actually received by Ericsson prior to the consummation of the UP Change of Control.

Pursuant to the MSA and certain Ancillary Agreements, UP LLC granted or will grant Ericsson licenses and other rights under the Ericsson Transferred Patent Portfolio and all other Patents owned or controlled by UP LLC. The Ericsson Transferred Patent Portfolio is also subject to certain encumbrances relating to existing Ericsson licensees. UP LLC remains unrestricted in the licensing of its existing patent portfolio without any additional encumbrances as a result of the transaction. Additionally, pursuant to the MSA, UP has agreed not to engage in, or provide services to any Person who conducts or otherwise engages in, the business of generating revenue or otherwise monetizing Patents through licensing or selling of Patents or initiation or participation in litigation or other legal proceedings to protect and enforce any Patent or any other intellectual property right or any other business that is competitive with the business of UP LLC. During a specified period following the closing of the Patent Purchase, with respect to certain patents, the MSA establishes revenue sharing adjustments in favor of Ericsson if UP LLC grants licenses (or similar rights) below certain agreed-upon royalty rates. Additionally, pursuant to the MSA with respect to the Ericsson Transferred Patent Portfolio and to the extent applicable, UP LLC has accepted an obligation to behave in a manner that is fair, reasonable and non-discriminatory (“FRAND”). The aggregate result of these commitments together with other obligations contained in these documents is such that UP LLC will pursue recurring revenue license arrangements that reflect the fair value of its entire patent portfolio, while at the same time respecting Ericsson’s existing commitments, customers and, to the extent applicable, any FRAND obligations. UP LLC believes that such an approach will maximize value for its shareholders over the long term, but such arrangements may take a longer period of time to achieve and may result in smaller upfront payments, as compared to lump sum perpetual licensing.

---

Consummation of the Patent Purchase is subject to customary closing conditions, including the expiration or termination of all applicable waiting periods (and any extensions thereof) under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (the “*HSR Act*”). The MSA provides that if the United States Department of Justice Antitrust Division or Federal Trade Commission Bureau of Competition initiates a preliminary investigation or requests that the parties provide additional information and materials on a voluntary basis, then UP may withdraw and refile its Premerger Notification and Report up to two times in accordance with the HSR Act requirements. The MSA grants Ericsson and the Company certain customary termination rights, including that any party may terminate the MSA if the Patent Purchase has not been consummated prior to May 10, 2013.

Additionally, during the three years following the closing of the Patent Purchase and subject to certain notice and dispute mechanisms provided in the MSA, the Company has the right to terminate the MSA in the event of the existence of certain undisclosed encumbrances on the Ericsson Transferred Patent Portfolio that materially encumber and materially adversely impact UP LLC’s ability to derive value from the Ericsson Transferred Patent Portfolio taken as a whole (an “*Encumbrance Termination*”). If the Company effects an Encumbrance Termination, UP LLC will transfer to Ericsson all of UP LLC’s right, title and interest in and to the Ericsson Transferred Patent Portfolio and other Patents assigned or sold to UP LLC by Ericsson any time prior to the effective date of such termination (collectively, the “*Assigned Back Patents*”). After an Encumbrance Termination, Ericsson will retain the rights to gross revenue primarily attributable to the Assigned Back Patents, UP LLC will retain the rights to gross revenue attributable to Other Patents and Ericsson and the Company will share the rights to gross revenue primarily attributable to both Assigned Back Patents and any Other Patents, to be distributed in accordance with the Gross Revenue Payments formula set forth above.

The MSA also provides that upon the occurrence of any Trigger Event (defined below), Ericsson will be entitled to monetary damages of at least \$1.05 billion less Gross Revenue Payments actually received by Ericsson prior to the date such amount of damage is paid. A “*Trigger Event*” includes: (a) any representation or warranty in the MSA and the ancillary documents (collectively, the “*Purchase Documents*”) failing to be true and correct and that would result in a material adverse effect; (b) a default in the payment of obligations under the Purchase Documents in an aggregate amount exceeding \$5 million (except in the case of a good faith dispute); (c) a knowing or willful, uncured default in the performance of any other material covenant, condition or agreement contained in the Purchase Documents or a default in the performance of any other material covenant, condition or agreement contained in the Purchase Documents that would reasonably be expected to result in an Insolvency Event; (d) any event or condition that results in the acceleration of more than \$5 million in indebtedness of UP LLC or its members, or UP LLC or its members failing to pay more than \$5 million of indebtedness at maturity; (e) the commencement of certain bankruptcy proceedings and other Insolvency Events; (f) the failure by UP LLC or its members to pay one or more final judgments in an aggregate amount exceeding \$5 million (to the extent not covered by insurance); or (g) the Company asserting in writing that any provision of the Purchase Documents is not a legal, valid and binding obligation of any party thereto, or that any guarantees or any security interests purported to be created by the Purchase Documents are not in full force and effect including, if applicable, a valid and perfected security interest in the securities, assets or properties covered thereby.

In connection with the closing of the Patent Purchase, the Company will amend and restate the operating agreement for UP LLC (the “*Operating Agreement*”) to include provisions regarding, among other things, the specific operations, purpose and activities of UP LLC, including certain covenants which restrict the activities of UP LLC. In connection with the closing of the Patent Purchase, the Company will terminate its credit facility with Silicon Valley Bank, dated as of January 23, 2009, provided that the Company will be able to maintain certain letters of credit under the credit facility to the extent such letters of credit are fully cash collateralized. The amount expected to be collateralized is approximately \$18.0 million and will be reflected as restricted cash on the Company’s balance sheet; approximately \$16.5 million of this amount relates to the lease on the Company’s prior headquarters which expires in June 2013, after which time that amount of cash will no longer be restricted. Also in connection with the Patent Purchase, UP LLC will enter into a security agreement in favor of Ericsson pursuant to which UP LLC will grant Ericsson a lien on all of UP LLC’s assets. In addition, the members of UP LLC, which are subsidiaries of the Company, have agreed to guarantee the obligations of UP LLC under the MSA and have pledged all of their assets, including the equity interests of UP LLC, to Ericsson to secure such obligations. A default under the applicable security agreements will occur upon the occurrence of a Trigger Event.

---

The MSA and the Operating Agreement contain other terms and conditions, including, but not limited to representations and warranties, provisions related to post-closing operations of UP LLC, restrictions on the transfer of interests in UP LLC, tax matters and confidentiality. The MSA also contains negative covenants limiting or prohibiting certain post-closing activities of UP LLC, including limitations on changes to UP LLC's business purpose. The foregoing summary is qualified in its entirety by the text of the MSA and the Operating Agreement. A copy of the Operating Agreement is attached hereto as Exhibit 10.1 and is incorporated herein by reference. A redacted copy of the MSA will be filed as an exhibit to this Report by amendment on or about January 14, 2013, and upon filing will be incorporated herein by reference. The Company intends to submit a FOIA Confidential Treatment Request to the U.S. Securities and Exchange Commission (the "SEC") pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), requesting that it be permitted to redact certain portions of the Agreement. The omitted material will be included in the request for confidential treatment.

### **Item 3.02 Unregistered Sales of Equity Securities.**

In connection with the Patent Purchase, the Company engaged Evercore Group L.L.C. ("Evercore") to provide financial advisory services pursuant to a letter agreement entered into on January 10, 2013 (the "Letter Agreement"). Among other things, the Letter Agreement provides that in consideration for the advisory services provided by Evercore, the Company will pay Evercore fees in connection with the Patent Purchase in the form of shares (the "Shares") of the Company's common stock, par value \$0.001 per share (the "Common Stock"). Pursuant to the Letter Agreement, one million Shares shall be issued following the consummation of the Patent Purchase and up to 1.2 million additional Shares shall be issued, if at all, depending upon the volume weighted average trading price of the Company's Common Stock during the two-year period following the consummation of the Patent Purchase (the "Completion") as follows (the "Post-Completion Success Fees"):

If during the one-year period following Completion, the volume weighted average trading price of the Common Stock over any 20 consecutive trading days equals or exceeds \$3.00, the Company shall issue Evercore an additional 500,000 Shares; and

If during the two-year period following Completion, the volume weighted average trading price of the Common Stock over any 20 consecutive trading days equals or exceeds \$5.00, the Company shall issue Evercore an additional 700,000 Shares.

The Letter Agreement also provides that the Company will pay Evercore a cash fee in lieu of the Post-Completion Success Fees if a change of control of the Company occurs within two years from the date of Completion.

The Shares shall be issued to Evercore in reliance upon exemptions from registration pursuant to Section 4(2) under the Securities Act of 1933, as amended (the "Securities Act"), and the rules and regulations promulgated thereunder. The Letter Agreement contains representations to support the Company's reasonable belief that Evercore had access to information concerning the Company's operations and financial condition, that Evercore is acquiring the Shares for its own account and not with a view to the distribution thereof, and that Evercore is an "accredited investor" as defined by Rule 501 promulgated under the Securities Act.

### **Item 7.01 Regulation FD Disclosure.**

The Company will host a conference call on January 10, 2013 at 5:00 p.m. Eastern Time to discuss certain information regarding the entry into the MSA and Patent Purchase with Ericsson. A copy of the investor presentation prepared by the Company for use during the call is attached hereto as Exhibit 99.1. Interested parties may access the conference call over the Internet through the Company's website at [www.unwiredplanet.com](http://www.unwiredplanet.com) or by telephone at (877) 941-2068 or (480)-629-9712 (international). A replay of the conference call will be available for three weeks (until January 31), beginning at 6:00 p.m. Eastern Time on January 10, 2013 by calling (800) 406-7325. The replay can be accessed internationally by calling (303) 590-3030, access code: 4590216.

---

The information furnished by the Company pursuant to this Item 7.01, including Exhibit 99.1, shall not be deemed “filed” for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section, and shall not be deemed to be incorporated by reference into any filing under the Securities Act or the Exchange Act.

#### **Item 8.01 Other Events**

In connection with the entry into the MSA and Patent Purchase, the Company issued a press release, a copy of which is filed as Exhibit 99.2 to this Report and is incorporated by reference herein.

#### **SAFE HARBOR FOR FORWARD-LOOKING STATEMENTS**

*This Report contains forward-looking statements made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. All statements other than statements of historical fact contained in this Report are forward-looking statements. In some cases, you can identify forward-looking statements by terminology such as “may,” “will,” “should,” “expects,” “plans,” “anticipates,” “believes,” “estimates,” “predicts,” “potential” or “continue” or the negative of these terms or other comparable terminology. These statements are only current predictions and are subject to known and unknown risks, uncertainties and other factors that may cause the Company’s actual results, levels of activity, performance or achievements to be materially different from those anticipated by the forward-looking statements. These forward-looking statements are subject to a number of risks, including, but not limited to the ability of the parties to the MSA to consummate the proposed transaction in light of the various closing conditions set forth in the MSA and other transaction documents (including those conditions related to HSR approval), the expiration of encumbrances on the Ericsson Patent Portfolio, the potential value and synergies created by the Patent Purchase, including the future market for smartphones and 3G/4G mobile phone shipments and the ability of the Company to realize and monetize the value of the Company’s intellectual property as well as those risk factors discussed in filings with the SEC, including but not limited to the Company’s Annual Report on Form 10-K filed on September 7, 2012, and any subsequently filed reports on Forms 10-Q and 8-K or amendments thereto. The Company undertakes no duty to update or revise any of the forward-looking statements, whether as a result of new information, future events or otherwise, after the date of this Report.*

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

(d) Exhibits.

- 10.1 Form of Amended and Restated Operating Agreement of Unwired Planet, LLC
- 99.1 Investor Presentation of Unwired Planet, Inc.
- 99.2 Press release, dated January 10, 2013, announcing Unwired Planet Inc.’s entry into the Master Sale Agreement with Telefonaktiebolaget L M Ericsson (publ)



## AMENDED AND RESTATED OPERATING AGREEMENT

OF

## UNWIRED PLANET, LLC

This Amended and Restated Operating Agreement (this "Agreement") of Unwired Planet, LLC, a Nevada limited liability company (the "Company"), is adopted and entered into as of [-], 2013 (the "Effective Date"), by and between Unwired Planet IP Holdings, Inc., a Delaware corporation ("UP Sub 1"), and Unwired Planet IP Manager, LLC, a Delaware limited liability company ("UP Sub 2" and together with UP Sub 1, the "Members"), pursuant to and in accordance with Nevada Revised Statutes ("NRS") Chapter 86, as amended from time to time (the "Act"), and amends and restates in its entirety the Operating Agreement dated September 13, 2012 (as heretofore amended to date, the "Prior Agreement") by and between UP Sub 1 and Unwired Planet, Inc. ("UP").

WHEREAS, the Company has heretofore been formed as a limited liability company under the Act pursuant to its Articles of Organization, originally filed in the office of the Nevada Secretary of State on September 13, 2012 (as amended to date, and as further amended and/or restated from time to time, the "Articles of Organization"), and has heretofore been operated pursuant to the Prior Agreement;

WHEREAS, the Company, UP Sub 1, UP Sub 2, and Cluster LLC, a Delaware limited liability company ("E Sub"), are parties to that certain Master Sale Agreement, dated as of [-], 2013 (as amended from time to time, the "Master Sale Agreement"), by and among the Company, UP Sub 1, UP Sub 2, UP, E Sub and TELEFONAKTIEBOLAGET L M ERICSSON (PUBL), a company duly established under the laws of Sweden;

WHEREAS, on or before the Effective Date, UP has transferred all of its Interests in the Company to UP Sub 2 and the Members desire to amend and restate the Prior Agreement and provide that the Company be operated for purposes of carrying out the transactions contemplated by the Master Sale Agreement and the other Ancillary Agreements (as such term is defined in the Master Sale Agreement) contemplated therein;

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereby amend and restate the Prior Agreement and agree as follows:

1. Definitions. The following terms shall have the following meanings in this Agreement:

(a) "Ancillary Agreements" has the meaning assigned to such term in the Master Sale Agreement.

(b) "Capital Contribution" means the total amount of cash and the agreed fair market value of any property, services or other contribution in any form permitted under the Act, contributed at any time to the capital of the Company by a Member.

---

(c) “Code” means the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any successor statute.

(d) “Existing Encumbrances” means, in relation to the Patents owned or controlled by the Company, all existing encumbrances with respect to such Patents as set forth in the assignment, transfer, contribution, assumption or other agreement pursuant to which such Patents are assigned, transferred or otherwise conveyed to the Company.

(e) “GAAP” means the United States generally accepted accounting principles as in effect from time to time.

(f) “Governmental Authority” means the domestic or foreign government of any nation, state, province, territory, municipality, locality or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

(g) “Indebtedness” means, with respect to any Person, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable, (c) any liabilities of such Person with respect to interest rate or currency swaps, collars, caps and similar hedging obligations; (d) any liabilities of such Person for the deferred purchase price of property or other assets (including any “earn-out” or similar payments); (e) any liabilities of such Person in respect of any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which liabilities are required to be classified and accounted for under GAAP as capital leases; (f) any liabilities of such Person under any performance bond or letter of credit or any bank overdrafts and similar charges; (g) any indebtedness referred to in the foregoing clauses (a) through (f) of any Person that is either guaranteed (including under any “keep well” or similar arrangement) by, or secured (including under any letter of credit, banker’s acceptance or similar credit transaction) by any lien upon any property or asset owned by, such Person, and (h) any accrued interest, premiums, penalties and other obligations relating to any of the foregoing indebtedness in clauses (a) through (g).

(h) “Insolvency Proceeding” means (a) the commencement of any involuntary proceeding or the filing of any involuntary petition in a court of competent jurisdiction seeking (i) relief in respect of any UP Group Member, or of a substantial part of the property or assets of any UP Group

---

Member, under Title 11 of the United States Code, as now constituted or hereafter amended, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any UP Group Member or for a substantial part of the property or assets of any UP Group Member or (iii) the winding-up or liquidation of any UP Group Member (other than as permitted hereunder and under the Master Sale Agreement and the Ancillary Agreements); and such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered; or (b) a UP Group Member taking any of the following actions: (i) voluntarily commencing any proceeding or filing any petition seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, (ii) consenting to the institution of, or failing to contest in a timely and appropriate manner, any proceeding or the filing of any petition described in clause (a) above, (iii) applying for or consenting to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any UP Group Member or for a substantial part of the property or assets of any UP Group Member, (iv) filing an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) making a general assignment for the benefit of creditors or (vi) becoming unable or admitting in writing its inability or failing generally to pay its debts as they become due.

(i) “Intellectual Property” means any and all rights in or arising out of (a) any Patents and all inventions, patents applications, patents, documents and filings claiming priority to or serving as a basis for priority thereof, (b) all inventions (whether or not patentable), invention disclosures, improvements, trade secrets, proprietary information, know how, software, technology, business methods, technical data, tangible or intangible proprietary information, and all documentation relating to any of the foregoing, (c) all copyrights, copyrights registrations and applications therefor, and all other rights corresponding thereto throughout the world, (d) all industrial designs and any registrations and applications therefor throughout the world, (e) all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor throughout the world and all goodwill associated therewith, (f) all databases and data collections and all rights therein throughout the world, (g) all moral and economic rights of authors and inventors, however denominated, throughout the world, (h) all Internet addresses, sites and domain names and numbers, and (i) any similar or equivalent rights to any of the foregoing anywhere in the world.

(j) “Interest” means the entire member’ s interest (as defined in the Act) of a Member in the Company at any time, including the right of such Member to any and all benefits and to the capital and profits of the Company, to which such Member may be entitled as provided under the Act and this Agreement, expressed as a Percentage Interest.

---

(k) “Manager” means UP Sub 2. So long as there is a single Manager of the Company, any reference to “Managers” in this Agreement (or any plural pronouns referring to the Managers) shall be understood to refer to the sole Manager.

(l) “Member” means each Person who executes a counterpart of this Agreement as a member (as defined in the Act) of the Company, or who is later admitted to the Company as a member (as a new member or a successor, assignee or transferee of a member) in accordance with the Act and this Agreement and as permitted by the Master Sale Agreement and the UP Subs Guarantee and Pledge Agreement. Each Member’s name, address, Units and Percentage Interest as of the Effective Date are as set forth on Schedule 2 attached hereto.

(m) “Patents” means all national (of any country of origin) and multinational patents, patent applications and provisional patent applications (including utility, models and design patents and patent applications and certificates of invention), and all reissues, divisions, continuations, continuations-in-part, continuing patent applications, extensions and reexaminations thereof, and all rights therein provided by multinational treaties or conventions.

(n) “Percentage Interest” means, with respect to a specified Member, the Interest of such Member, expressed as a percentage, set forth on Schedule 2 attached hereto. Any adjustment to the Percentage Interest of a Member shall be reflected in an amendment to Schedule 2 attached hereto.

(o) “Person” means any individual, firm, corporation, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, limited liability company, Governmental Authority or other entity of any kind, and shall include any successor (by merger or otherwise) of such entity.

(p) “Records Office” means an office of the Company in the State of Nevada, which may but need not be a place of its business, at which it shall keep all records identified in NRS 86.241, except that none of the lists required to be maintained pursuant to NRS 86.241 need be maintained in alphabetical order, nor shall the Company be required to maintain at its Records Office copies of powers of attorney except those relating to the execution of the Articles and this Agreement.

(q) “Subsidiary” means, with respect to any specified Person, any entity of which the specified Person (either alone or through or together with any other subsidiary of such specified Person) directly or indirectly (a)

---

owns, more than 50% of the voting stock or other interests the holders of which are generally entitled to vote for the election of the board of directors or other applicable governing body of such entity or (b) controls the management.

(r) “UP Group Member” means each of UP Sub 1, UP Sub 2, the Company or any of their direct or indirect Subsidiaries.

(s) “UP Subs Guaranty and Pledge Agreement” means that Guarantee and Pledge Agreement, dated as of the Effective Date, by UP Sub 1 and UP Sub 2 in favor of E Sub.

All references herein to articles, sections, exhibits and schedules shall be deemed to be references to articles and sections of, and exhibits and schedules to, this Agreement unless the context shall otherwise require. All exhibits and schedules attached hereto shall be deemed incorporated herein as set forth in full herein. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to a Person are also to his, her or its successors and permitted assigns. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument defined or referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in any case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes, and references to all attachments thereto and instruments incorporated therein.

2. Name. The name of the Company is Unwired Planet, LLC. The Company’ s business may be conducted under such other name or names as may be selected by the Manager from time to time.

3. Purpose. The Company shall operate its business for the purposes and consistent with the strategies set forth in Exhibit A. None of the Company, any Member or the Manager shall cause or permit the Company to conduct business or engage in activities other than as set forth in Exhibit A. Each Member and the Manager shall cause the Company to conduct its business for the purposes and consistent with the strategies set forth in Exhibit A and to engage in the activities set forth in Exhibit A.

4. Records Office, Registered Office and Registered Agent. The Company shall continuously maintain in the State of Nevada a Records Office. As of the Effective Date, the Records Office is the street address of the Company’ s registered agent. The Records Office may be changed to another location within the State of Nevada as the Manager may from time to time determine. The registered agent of the Company for service of process shall be as set forth in the Articles of Organization or as changed by the Manager from time to time. The Company shall have as its registered office in the State of Nevada, the street address of its registered agent.

---

5. Principal Place of Business. The principal place of business of the Company is at 170 South Virginia, Suite 201, Reno, Nevada 89501 or at such other or additional place or places as the Manager shall determine from time to time.

6. Management.

(a) Except as otherwise expressly provided in this Agreement and subject to the terms of Section 12 and the Master Sale Agreement, the Company shall be managed by the Manager. Except as otherwise provided in Section 12 and the Master Sale Agreement, any action to be taken in the name and on behalf of the Company shall require the prior approval of the Manager and the actions of the Manager shall bind the Company. Subject to Section 12 and the Master Sale Agreement, the Manager may take any and all actions (including, without limitation, executing, delivering and performing on behalf of the Company any and all contracts, agreements, certificates, undertakings or other documents or instruments) and do any and all things necessary, desirable, convenient or incidental to carry on the business and purposes of the Company. The Manager may execute any contract, agreement, certificate, undertaking or other document or instrument as a “Manager” or an “Authorized Person”. The Manager may delegate any responsibility or authority to any officer, employee or agent of the Company; provided, that the right, authority and power of the Company to commence or institute (or acquiesce in the commencement or institution by another Person of) an Insolvency Proceeding is hereby delegated to E Sub pursuant to NRS 86.286(4)(a).

(b) The Manager may from time to time, in its discretion, appoint any individual as an officer of the Company, holding such titles and having such duties as determined by the Manager. Except as otherwise provided in this Agreement and subject to Section 12 and the Master Sale Agreement, the action of any officer (including, without limitation, the execution and delivery by any officer, on behalf of the Company, of any and all contracts, agreements, certificates, undertakings or other documents or instruments) pursuant to authority granted by the Manager shall bind the Company. The initial officers of the Company are set forth on Schedule 1.

(c) Any Person dealing with the Company may rely upon a certificate signed by the Manager or any duly authorized officer of the Company as to: (i) the identity of the Manager or any such officer of the Company; and (ii) the Person or Persons who are authorized to execute and deliver any contract, agreement, certificate, undertaking or other document or instrument on behalf of the Company.

(d) Meetings (if any) of the Manager and/or the Members relating to the management of the Company shall be held on such dates and in such places as the Manager shall determine in its sole discretion. There shall be no requirement that any formal meeting of the Manager and/or the Members be held.

7. Capital Contributions. The Members shall make additional Capital Contributions to the Company, in such amounts and at such times (i) as set forth in the commitment letter, dated as of the date hereof, delivered by the Members to the Company and (ii) as determined by the Manager, and any such contribution shall be recorded in the

---

books and records of the Company. The Capital Contributions of each Member as of the Effective Date is as set forth in the books and records of the Company. The books and records of the Company shall be amended from time to time by the Manager to reflect any additional Capital Contributions made by a Member after the Effective Date.

8. Units. Interests of Members in the net income and losses of the Company and the right of Members to distributions and allocations and a return of Capital Contributions and other amounts specified herein shall be evidenced by Units of Interest in the Company (“Units”). Units may be issued in one or more classes, each class of Units having different rights and privileges. There shall initially be one (1) class of Units.

9. Capital Accounts. The Company shall maintain a “Capital Account” for each Member on the books and records of the Company. A Member’ s Capital Account shall have an initial balance equal to the amount of cash and the fair value of property constituting such Member’ s initial contribution to the capital of the Company.

(a) A Member’ s Capital Account shall be increased by the amount of: (i) cash and the fair value of property constituting additional contributions by such Member to the capital of the Company, (ii) any profits or other item of income or gain allocated to such Member pursuant to Section 10 below, and (iii) Company liabilities, if any, assumed by such Member or secured, as a whole or in part, by any Company assets that are distributed to such Member.

(b) A Member’ s Capital Account shall be decreased by the amount of: (i) cash and the fair value of any property distributed by the Company to such Member, (ii) any losses or other item of deduction allocated to such Member pursuant to Section 10 below, and (iii) liabilities, if any, of such Member assumed by the Company.

10. Allocation of Profits and Losses. The Company’ s profits and losses shall be allocated to the Members ratably in proportion to the Percentage Interests of the Members.

11. Distributions. If permitted by the Master Sale Agreement and the Act (including, without limitation, NRS 86.343), distributions shall be made to the Members at the times and in the aggregate amounts determined by the Manager ratably in proportion to the Percentage Interests of the Members.

12. Certain Actions. Notwithstanding anything to the contrary set forth herein, each of the Company, the Manager and each Member agrees that none of the Company, the Manager or any Member may take any of the following actions without the prior written approval of E Sub:

(a) merge, consolidate, liquidate, dissolve, convert into another entity, transfer or continue as an entity in another jurisdiction or wind up the Company;

---

(b) (i) file, or consent to the filing of, any Insolvency Proceeding, (ii) seek, or consent to the seeking of any relief under any bankruptcy, insolvency or similar laws, (iii) seek, or consent to, the appointment of a receiver, liquidator, trustee, custodian or similar official for the Company or any substantial part of its property, (iv) make any assignment for the benefit of creditors, or (v) admit in writing the Company's inability to pay its debts generally as they come due;

(c) incur any Indebtedness to any Person;

(d) issue any Units or other member's interests to any Person other than UP Sub 1 and UP Sub 2 or admit any Person as a member of the Company other than UP Sub 1 and UP Sub 2;

(e) amend Sections 1, 3, 6(a), 12, 14 or 15 or Exhibit A of this Agreement or include any provision in this Agreement having the effect of modifying or amending any of such provisions; or

(f) agree to do any of the foregoing.

13. Tax Matters. It is the intention of the Company to be treated as a partnership for all U.S. federal and all relevant state and local tax purposes and shall make, or has made, all available elections to be so treated. All provisions of the Articles of Organization and this Agreement are to be construed so as to preserve that tax status under those circumstances. The Manager shall be responsible for preparing and filing the Company's federal, state and local income tax returns. The Manager shall act as the Company's "tax matters partner" within the meaning of Section 6231(a) of the Code. The fiscal year of the Company shall be the twelve-month period ending on June 30, unless otherwise required by the Code.

14. Limitation on Transfer; Liability of Members and Others and Indemnity; Additional Members.

(a) Limitation on Transfer. No Member shall, directly or indirectly, sell, give, assign, hypothecate, pledge, encumber, grant a security interest in or otherwise dispose of (whether by operation of law or otherwise) (each a "transfer") any Interest or any right, title or interest therein or thereto, unless permitted by the Master Agreement and the UP Subs Guaranty and Pledge Agreement and with the prior written consent of the Manager. Any attempt to transfer any Interest or any rights thereunder in violation of the preceding sentence shall be deemed invalid and shall have no effect *ab initio*.

(b) Liability of Members and Others; Indemnity.

(i) No Member shall have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.

---

(ii) No Member, Manager, officer, employee or agent of the Company or any affiliate thereof or any Person exercising any rights under this Agreement, including without limitation, E Sub or any affiliate of E Sub (each a “Covered Person”) shall be liable to the Company or to any other Person who is bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person’s willful misconduct. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of willful misconduct of such Covered Person with respect to such acts or omissions.

(iii) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in this Section 14. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person’s professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(iv) The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities of a Covered Person to the Members otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person. The foregoing provisions of this Section 14 shall survive any termination of this Agreement.

---

(c) Additional Members. No additional members may be admitted to the Company unless permitted by the Master Sale Agreement and this Agreement and then only with the prior written consent of the Manager and the Members of the Company holding a majority of the then outstanding Units.

15. Miscellaneous.

(a) Amendments. Subject to Section 12, amendments to this Agreement may be made only with the written consent of the Manager.

(b) Benefits of Agreement. E Sub is not a member of the Company nor a party to this Agreement but is a signatory to the Agreement solely as a third party beneficiary and in accordance with NRS 86.286(4)(a). E Sub shall be entitled to the benefits of Sections 1, 3, 6(a), 12, 14, 15, and Exhibit A only. Except as otherwise provided in this Section 15(b), to the fullest extent permitted by applicable law, none of the provisions of this Agreement shall be for the benefit of or enforceable by any Person (including any creditor of the Company, any creditor of a Member, or any creditor of any officer of the Company), other than a Member, the Manager or any Covered Person.

(c) Severability; Entire Agreement. In the event that any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral agreements, and all contemporaneous oral agreements, in respect thereof, and shall not be amended, modified, or supplemented, nor any provision hereof waived, except in accordance with the terms of this Agreement.

(d) Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Nevada, all rights and remedies being governed by said laws, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

(e) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which when taken together shall constitute one agreement.

(f) Fiduciary Duties. In accordance with NRS 86.286(5) and 86.286(7), to the extent that at law or in equity, the Members or the Manager or other Persons (including, for the avoidance of doubt, E Sub)

---

have or owe fiduciary duties to the Company or to another Person that is a party to or otherwise bound by this Agreement, the fiduciary duties of each Member, Manager or other Person (including, for the avoidance of doubt, E Sub) are hereby eliminated.

(g) Dissolution. Subject to Section 12, the Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the written consent of all the Members or (b) pursuant to NRS 86.491(1)(d), upon the entry of a decree of judicial dissolution pursuant to NRS 86.495.

[Remainder of Page Intentionally Left Blank]

---

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Operating Agreement of Unwired Planet, LLC, as of the Effective Date.

MEMBERS:

**UNWIRED PLANET IP MANAGER, LLC**

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

**UNWIRED PLANET IP HOLDINGS, INC.**

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

MANAGER:

**UNWIRED PLANET IP MANAGER, LLC**

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

[Signature Page to Operating Agreement]

---

Solely for purpose of Sections 1, 3, 6(a), 12, 14 or 15:

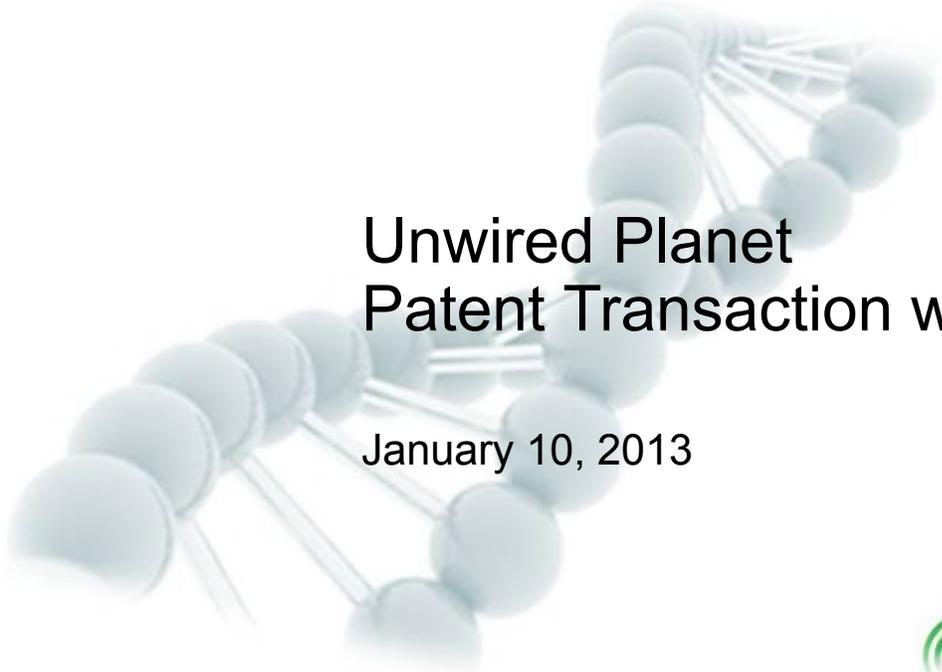
**CLUSTER LLC**

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

Name:

Title:

[Signature Page to Operating Agreement]



# Unwired Planet Patent Transaction with Ericsson

January 10, 2013



## Safe Harbor for Forward-Looking Statements

This presentation contains forward-looking statements made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. All statements other than statements of historical fact contained in this presentation are forward-looking statements. In some cases, you can identify forward-looking statements by terminology such as “may,” “will,” “should,” “expects,” “plans,” “anticipates,” “believes,” “estimates,” “predicts,” “potential” or “continue” or the negative of these terms or other comparable terminology. These statements are only current predictions and are subject to known and unknown risks, uncertainties and other factors that may cause Unwired Planet’s actual results, levels of activity, performance or achievements to be materially different from those anticipated by the forward-looking statements. These forward-looking statements are subject to a number of risks, including, but not limited to the ability of the parties to the Ericsson patent purchase to consummate the proposed transaction in light of the various closing conditions set forth in the transaction documents, including the patent purchase agreement, the ability of the parties to predict and capitalize on 3G and 4G mobile phone shipments, the ability to realize the potential value and synergies created by the Ericsson patent purchase, as well as those risk factors discussed in filings with the U.S. Securities and Exchange Commission, including but not limited to Unwired Planet’s Annual Report on Form 10-K filed on September 7, 2012, and any subsequently filed reports on Forms 10-Q and 8-K or amendments thereto. Unwired Planet undertakes no duty to update or revise any of the forward-looking statements, whether as a result of new information, future events or otherwise, after the date of this presentation.



# Transaction with Ericsson

# Today's Announcement

## Contribution of 2,185 patent assets from Ericsson

- Leader in Mobile Communication patents
- Broadens existing portfolio into Telecoms Infrastructure
- Future patent contributions from 2014 - 2018
- Significantly extends life of UPIP intellectual property

## Holistic and deeply relevant combined IP

- Combined portfolio reflects decades of significant investment in R&D
- Technology critical to Telecommunications Infrastructure and the Mobile Internet
- Contributed Ericsson portfolio includes patents relating to global telecommunication technologies such as GSM, GPRS, EDGE, WCDMA and LTE

## Long-term industry platform for realization of IP value

- "Top to Bottom" licensing strategy
- Execution by deeply experienced and proven management team

## Accelerates Unwired Planet licensing plan

- Recurring royalty licensing model
- Substantial majority of potential UP licensees unencumbered within 3 years
- No new encumbrances on Unwired Planet portfolio (other than a license to Ericsson)
- Conscientious and sustainable long-term IP licensing program



# Financial Highlights

## Deferred consideration

- No upfront cash consideration
- In event of change of control of UPIP, Ericsson receives deferred consideration based on FMV of combined portfolio (“Sale Payment”)
- Sale Payment floor of \$1.05bn (less cumulative royalties paid to Ericsson) for 3 years post completion

## Strong capitalization / Low burn rate

- Initially leverage existing IP team complemented with external resources
- Build out of broader internal team over time consistent with revenue generation

## Recurring royalty revenues

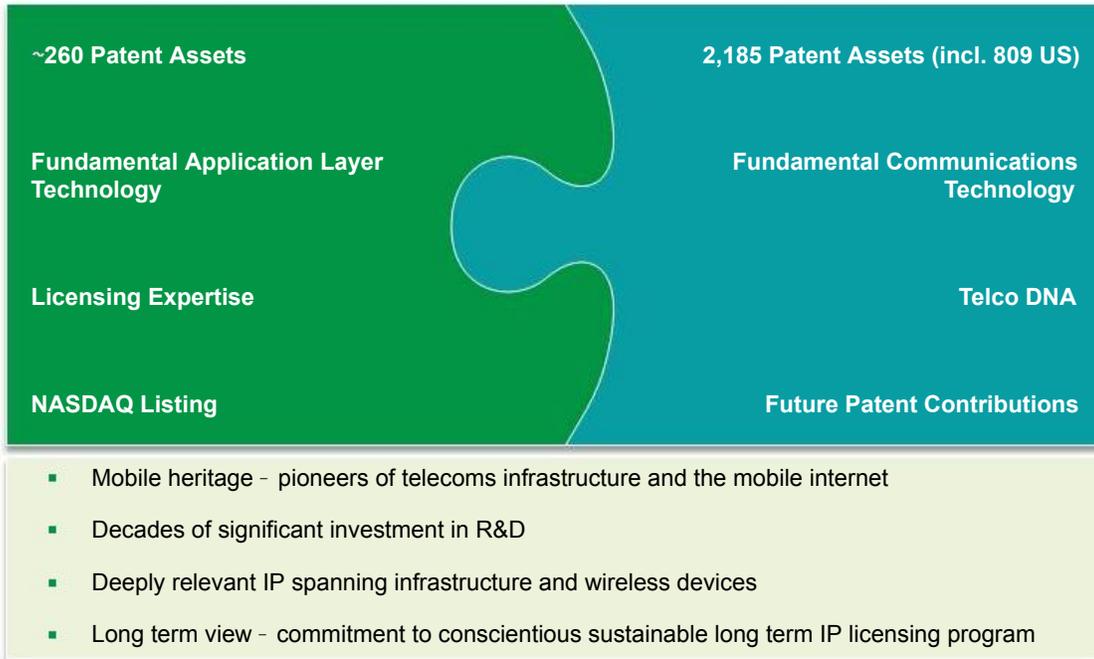
- Focus on running royalty-based licenses covering all or part of portfolio
- Term vs. perpetual lump-sum licensing
- Licensing consistent with relevant Ericsson obligations

## Increased NOL usage

- Broader licensing program and greater scale
- NOL utilization creates tax shield for UPIP net royalties
- “Halo effect”: improves underlying economics for UPIP (\$1.6bn unutilized NOL balance as of 9/30/12)



# Long-Term Industry Platform for Realization of IP Value



# Gross Revenue Share

Cumulative Gross Revenue	Unwired Planet Revenue Share	Ericsson Revenue Share	Commentary
\$0 - 100 M	80%	20%	Retention of initial revenue to fund licensing plan
\$100 - 500 M	50%	50%	50/50 share as critical mass achieved
\$500 M +	30%	70%	Recognizes Ericsson future patent transfers and lifespan of UP portfolio

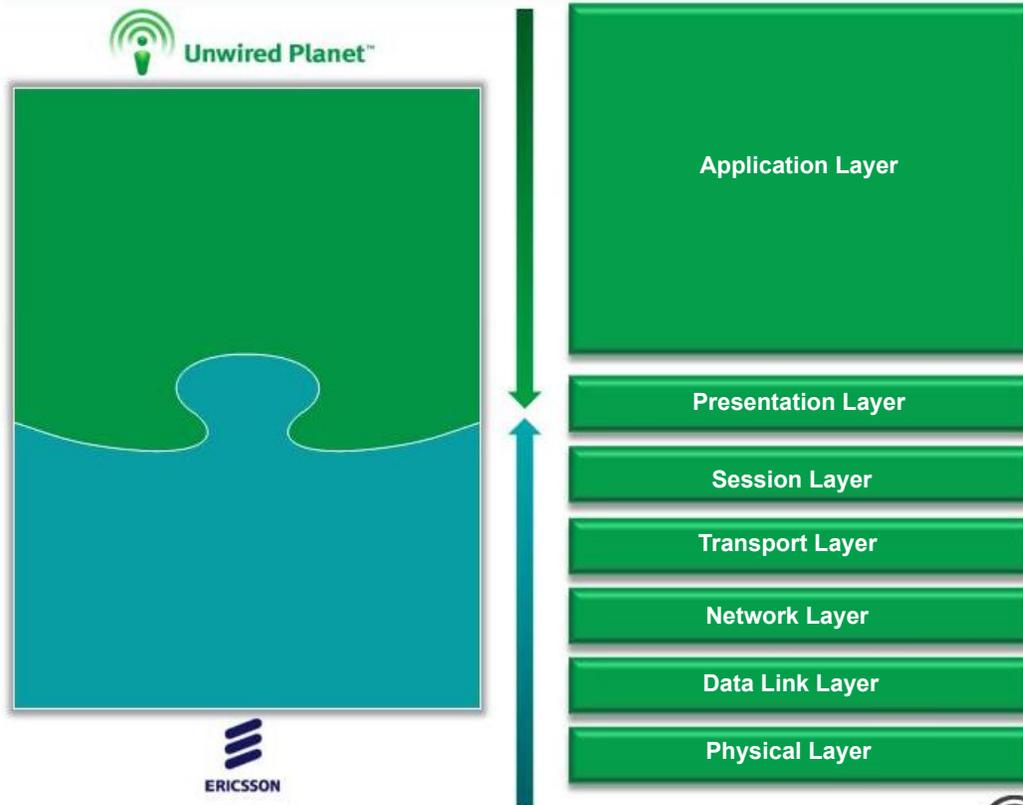


---

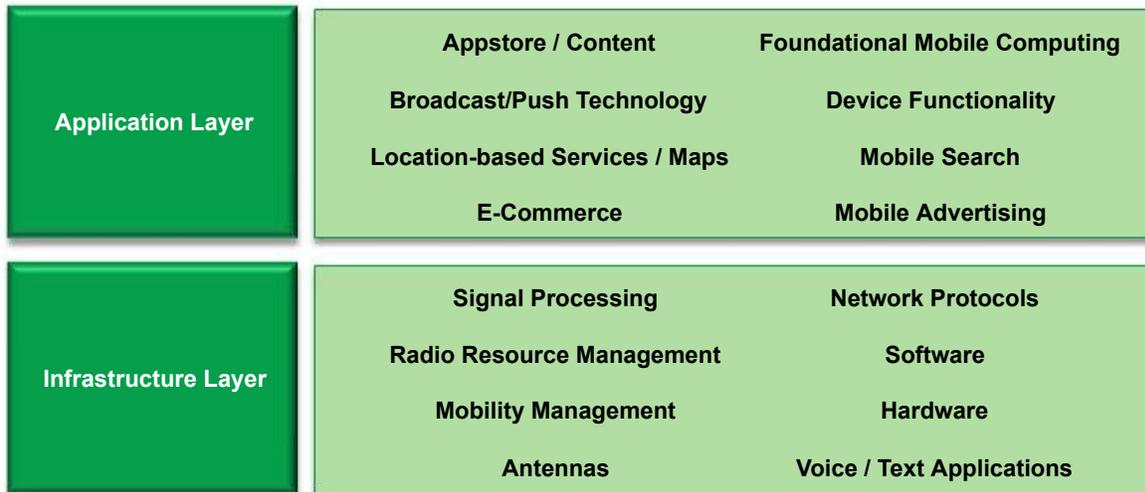
# Unwired Planet Portfolio and Licensing



# Full Stack Coverage: “Top to Bottom” Licensing Strategy



# Enlarged Portfolio Technology Coverage



- “Top to bottom” licensing strategy
- Fundamental technologies including patents relating to global telecommunication technologies such as GSM, GPRS, EDGE, WCDMA and LTE
- Scale & breadth



# Go-Forward Licensing Model

---

1

## Recurring royalties: Infrastructure and Handset

Licensing of patents relating to global telecommunication technologies (GSM, GPRS, EDGE, WCDMA, LTE)

Licensing consistent with applicable Ericsson obligations

Includes Infrastructure and Handset markets

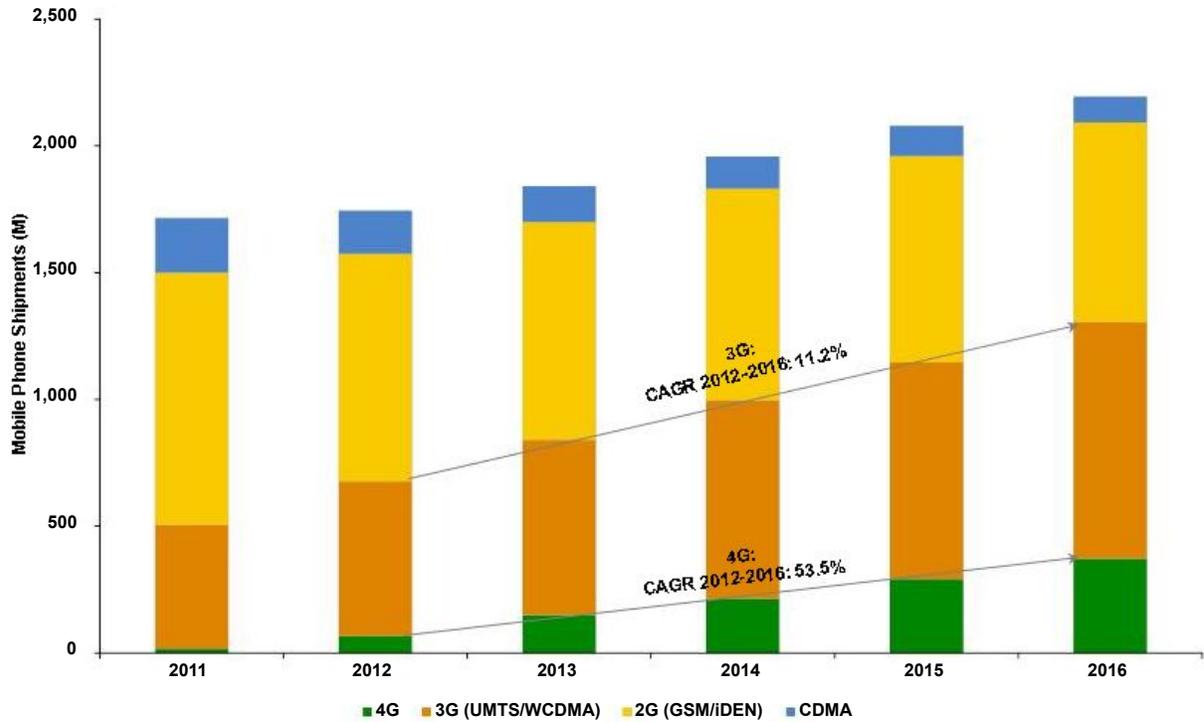
2

## Recurring royalty or lump-sum perpetual licenses: Application Layer

Pending flagship Application Layer cases

Licensing together with 1 or separately

# 3G/4G Shipments Expected to Grow Rapidly



Source: IDC, Wall Street Research

CONFIDENTIAL © 2012 Unwired Planet



# Addressable Market

---

## Addressable Market Profile

Certain existing encumbrances relating to existing Ericsson licensees

Substantial majority of potential UP licensees unencumbered within 3 years

No restrictions on licensing of existing UP patent portfolio following transaction

## Highly Experienced Team - Proven IP Expertise

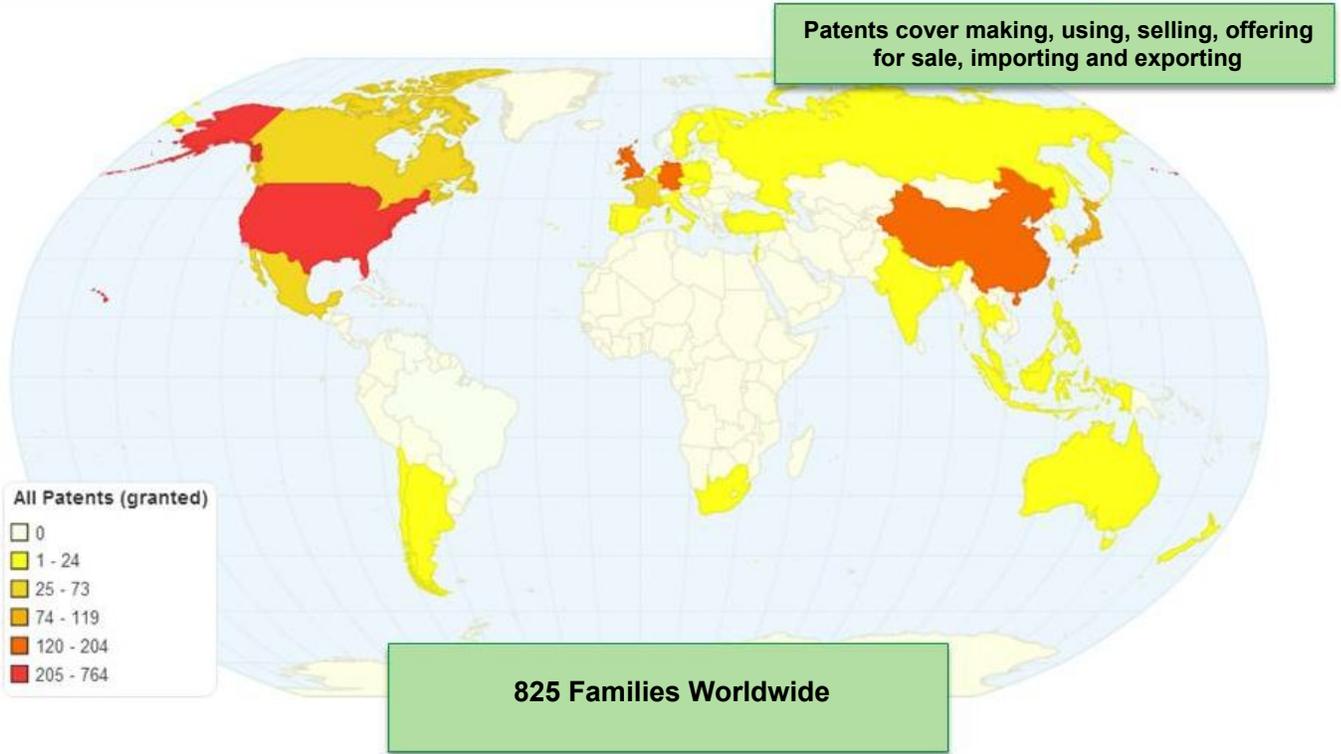
<b>Mike Mulica</b>	Chief Executive Officer	Former Head of Sales, Phone.com Former President and Head of Strategy and Corporate Development, Synchronoss Former CEO, FusionOne Former CEO, Bridgeport Networks Former President, California Microwave Northwestern University (Kellogg), M.B.A.; Marquette University, B.S.; Copenhagen Business School, Graduate Certificate in Int'l Business
<b>Daniel Mendez</b>	General Manager, Intellectual Property	Former co-founder, Visto (now known as Good Technology) Former VP and CTO, American Management Systems (AMS) Former Director and Senior Technical Consultant, Cambridge Technology Partners Harvard University, A.B. in Computer Science
<b>Tim Robbins</b>	General Manager, Intellectual Property	Former VP, General Counsel and Corporate Secretary, Visto (now known as Good Technology) Former Attorney, Gunderson Dettmer Stough Villeneuve Franklin and Hachigian University of Virginia School of Law, J.D.; University of California - Los Angeles, B.A.
<b>Eric Vetter</b>	Chief Financial Officer and Chief Administrative Officer	Former Consultant, Aristocrat Technologies Former Senior VP of Finance and Accounting, International Game Technology Thunderbird School of Global Management, Masters of International Management; University of Nevada - Reno, B.B.A.



# Additional Information



# Infrastructure Portfolio - Patent World Map (all granted)



# Application Layer

## Portfolio Characteristics

~260 Patent Assets

Majority of patents filed in mid-to late- 1990s

## Key Technology Areas



Mobile Infrastructure



Handsets



Maps & Location-Based Services



Mobile Browser & E-Commerce



Push Technology



Mobile Application Stores



Over-the-Top Services



Mobile Search



Social Networking & Gaming



Mobile Advertising



# Infrastructure Layer

## Portfolio Characteristics

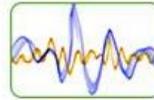
2,185 Patent Assets

- 809 US Patent Assets
- 825 Patent Families

Future contribution of 100 additional patents (a portion of which will be U.S. patents) per year for 5 years from 2014

2G, 3G, 4G coverage

## Key Technology Areas



Signal Processing



Network Protocols



Radio Resource Management



Voice / Text Applications



Mobility Management



Software



Antennas



Hardware



## Commentary on Licensing/District Cases - Delaware

---

Unwired Planet filed litigation on August 31, 2011 against Apple and RIM with the District Court of Delaware. Stay on case has recently been lifted.

The lawsuit alleges infringement by Apple and RIM of three Unwired Planet patents covering technology that enables consumer Internet access from their mobile devices:

- The 409 patent allows the mobile device to operate seamlessly, and securely, with a server over a wireless network
- The 037 patent allows access to updated versions of applications on mobile devices
- The 447 patent allows consumers to experience an improved user experience in navigating through various pages of information without delay



## Commentary on Licensing/District Cases – Nevada

Filed litigation on September 20, 2012 against Apple and Google with the District Court of Nevada

The lawsuit alleges Apple infringement of 10 Unwired Planet patents covering the following products & services:

- Mobile Devices (mobile phones, tablets, and music players with iOS operating system including iPhones, iPads, and iPods)
- Mobile Digital Content Systems/Services (Apple App Store, Apple Apps, iTunes)
- Cloud Messaging Systems/Services (Apple Push Notification Service [APNS], Siri)
- Map and Location Systems/Services (Apple Maps, Local Search, iAds, Safari web browser, Find My iPhone, Find My iPad, and Find My Friends)

Alleges Google infringement of 10 other Unwired Planet patents covering the following products & services:

- Search and Advertising Systems/Services (Google Search, Google AdWords, Google+Local, Google Places, Google Mobile Ads)
- Mobile Digital Content Systems/Services (Google Play, Google Apps, Bouncer, C2DM, GCM)
- Cloud Messaging Systems/Services (C2DM and GCM)
- Maps & Location Systems/Services (Android Location, Google Maps, Google Street View, Google Latitude, Google My Location, Google+, Google+Local, Google Places)
- Short-Range Radio Communications Systems/Services (Google Wallet, Google Offers, and Google Mobile Ads)
- Mobile Devices (including mobile phones and tablets with Android operating system, including Motorola Mobility and Nexus mobile phones and tablets)



# Unwired Planet Board of Directors

---

<b>Peter Feld</b>	Chairman	Managing Member, Portfolio Manager and Head of Research, Starboard Value LP
<b>Mike Mulica</b>	Director and Chief Executive Officer	CEO, Unwired Planet
<b>Robin A. Abrams</b>	Director	Former Interim Chief Executive Officer, ZiLOG
<b>Henry R. Northaft</b>	Director	Former Chairman and CEO, Tessera Technologies
<b>Mark Jensen</b>	Director	Former Managing Partner, Deloitte





**UNWIRED PLANET STRENGTHENS MOBILE INTELLECTUAL PROPERTY PORTFOLIO  
WITH THE CONTRIBUTION OF COMPLEMENTARY IP  
FROM THE INDUSTRY LEADER IN MOBILE COMMUNICATIONS**

*Enlarged portfolio includes over 2,400 patent assets focused on mobile technologies*

*Holistic and deeply relevant combined intellectual property spanning  
Telecommunications Infrastructure and Mobile Internet*

*Accelerates Unwired Planet's conscientious and  
sustainable long-term IP licensing program*

**RENO, NV** - January 10, 2013 - Unwired Planet, Inc. (NASDAQ: UPIP) ("Unwired Planet" or the "Company"), the inventor of the mobile Internet, today announced that it has entered into a patent purchase agreement with Ericsson (NASDAQ:ERIC) whereby Ericsson will transfer to Unwired Planet 2,185 issued US and international patents and patent applications.

The transferred patents significantly broaden Unwired Planet's Mobile Internet-focused portfolio and include 753 United States issued patents related to 2G, 3G and LTE technologies. Under the terms of the transaction, Ericsson will also contribute 100 additional patent assets annually to Unwired Planet commencing in 2014 through 2018. Unwired Planet will compensate Ericsson with certain ongoing rights in future revenues generated from the enlarged patent portfolio. Unwired Planet will also grant Ericsson a license to the Company's enlarged patent portfolio.

The combined portfolio reflects decades of significant investment in research and development and the companies' respective roles as pioneers in the development of technology critical to Telecommunications Infrastructure and the Mobile Internet. The contributed Ericsson portfolio includes patented inventions relating to global telecommunication technologies, such as GSM, GPRS, EDGE, WCDMA and LTE, as well as many other patented inventions that are widely implemented in many popular wireless devices and mobile industries.

Following the transaction, Unwired Planet will execute a strategy as a long-term industry platform for the realization of intellectual property value across the global telecoms and mobile handset markets.



“Ericsson and Unwired Planet teamed in the late 1990’ s at the dawn of the mobile Internet to define an industry and develop technology at the cutting edge of mobile communications. Our mobile heritage reflects decades of pioneering new technology, supported by billions of dollars in research and development. Our inventions have delivered massive social value and this transaction with Ericsson reflects our commitment to protecting and realizing value from this innovation,” said Mike Mulica, Chief Executive Officer of Unwired Planet. “We look forward to leveraging a strong, multi-dimensional patent portfolio and furthering discussions with key industry players who are interested in licensing these inventions to protect and further build their product strategies.”

“In 1997, Ericsson and Unwired Planet introduced the Wireless Application Protocol that brought Internet access to mobile devices,” said Kasim Alfalahi, Chief Intellectual Property Officer, Ericsson. “Following this transaction, Unwired Planet’ s portfolio will reflect decades of invention at the forefront of mobile infrastructure, handset technologies and over-the-top services. We are pleased to have concluded this business deal with Unwired Planet as an alternative channel for IP licensing.”

Further details of the transaction are included in a Form 8-K to be filed by Unwired Planet with the United States Securities and Exchange Commission.

#### **Conference Call Information**

Unwired Planet has scheduled a conference call for 5:00 p.m. EST today to discuss the patent purchase agreement. Interested parties may access the conference call over the Internet through Unwired Planet’ s website at [www.unwiredplanet.com](http://www.unwiredplanet.com) or by telephone at (877) 941-2068 or (480)-629-9712 (international). A replay of the conference call will be available for three weeks (until January 31), beginning at 6:00 pm EST on January 10 by calling (800) 406-7325. The replay can be accessed internationally by calling (303) 590-3030, access code: 4590216.

#### **About Unwired Planet**

Unwired Planet, Inc. (NASDAQ: UPIP) is the inventor of the mobile Internet and established many of the foundational patented technologies that allow mobile devices to connect to the Internet. The company’ s 202 issued US and foreign patents and 75 pending applications are considered foundational to mobile communications, and span smart



devices, cloud technologies and unified messaging. Unwired Planet's portfolio includes patents related to key mobile application technologies, including mobile browsers, mobile advertising, push technology, maps and location based services, mobile application stores, social networking, mobile gaming and mobile search. Unwired Planet is headquartered in Reno, Nevada.

#### Safe Harbor for Forward-Looking Statements

This release contains forward-looking statements made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. All statements other than statements of historical fact contained in this release are forward-looking statements. In some cases, you can identify forward-looking statements by terminology such as "may," "will," "should," "expects," "plans," "anticipates," "believes," "estimates," "predicts," "potential" or "continue" or the negative of these terms or other comparable terminology. These statements are only current predictions and are subject to known and unknown risks, uncertainties and other factors that may cause the Company's actual results, levels of activity, performance or achievements to be materially different from those anticipated by the forward-looking statements. These forward-looking statements are subject to a number of risks, including, but not limited to the ability of the parties to the patent purchase agreement to consummate the proposed transaction in light of the various closing conditions set forth in the transaction documents (including those conditions related to HSR approval), the expiration of encumbrances on the patent portfolio, the potential value and synergies created by the transaction, including the future market for smartphones and 3G/4G mobile phone shipments and the ability of the Company to realize and monetize the value of the Company's intellectual property as well as those risk factors discussed in filings with the SEC, including but not limited to the Company's Annual Report on Form 10-K filed on September 7, 2012, and any subsequently filed reports on Forms 10-Q and 8-K or amendments thereto. The Company undertakes no duty to update or revise any of the forward-looking statements, whether as a result of new information, future events or otherwise, after the date of this release.

#### Contacts:

##### Public Relations

Vikki Herrera, Unwired Planet  
Vikki.Herrera@unwiredplanet.com  
Tel: 775-980-2342

##### Investor Relations

Mike Bishop, The Blueshirt Group  
mike@blueshirtgroup.com  
Tel: 415-217-4968