

**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): December 31, 2013

SPHERIX INCORPORATED

(Exact Name of Registrant as Specified in Charter)

Delaware

(State or other jurisdiction
of incorporation)

0-5576

(Commission File Number)

52-0849320

(IRS Employer Identification No.)

7927 Jones Branch Drive, Suite 3125

Tysons Corner, VA

(Address of principal executive offices)

22102

(Zip Code)

Registrant's telephone number, including area code: (703) 992-9260

(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.
ITEM 2.01	COMPLETION OF ACQUISITION OR DISPOSITION OF ASSETS.
ITEM 3.02	UNREGISTERED SALES OF EQUITY SECURITIES.

On December 31, 2013, Spherix Incorporated (the “Company”), through its wholly owned subsidiary, Spherix Portfolio Acquisition II, Inc. (“Acquisition Sub”) entered into its second agreement to acquire certain patents from Rockstar Consortium US LP (“Rockstar”). The Company acquired a suite of 101 patents pursuant to a Patent Purchase Agreement (the “Purchase Agreement” and the transaction, the “Patent Acquisition”) in several technology families, including data, optical and voice technology. The patents provide the Company rights to develop and commercialize products as well as enforcement rights for past, present and future infringement (the “Rockstar Patents”). In July 2013, the Company acquired its first Rockstar portfolio when it acquired seven patents from Rockstar in mobile communications. The Company has and commenced several lawsuits, including against Vtec and Uniden, for patent infringement. Rockstar is the holder of approximately 4,000 patents formerly owned by Nortel Networks.

The Company issued \$60 million of its securities at an issuance price of \$8.35 per share of common stock (or 100% of the closing bid price on the date prior to issuance) for the Rockstar Patents. The Company issued (i) 199,990 shares of common stock, per value \$0.0001 per share (the “Common Stock”), (ii) 459,043 shares of Series H Convertible Preferred Stock, par value \$0.0001 per share (the “Series H Preferred Stock”) and (iii) 119,760 shares of Series I Convertible Redeemable Preferred Stock, par value \$0.0001 per share (the “Series I Preferred Stock” and, collectively with the shares of Common Stock and Series H Preferred Stock, the “Securities”). Additionally, Rockstar is entitled to a participation in future recoveries under the Rockstar Patents after the Company receives 100% return on the value of the issued Securities (i.e., \$120 million).

The Securities are subject to a Lockup Agreement, restricting the transfer of the Securities for the period beginning on the closing date of the Patent Acquisition and ending on the earlier of (i) such date that Rockstar holds less than 2% of the Company’s outstanding Common Stock on an “as converted” basis and (ii) twelve months from the closing date of the Patent Acquisition, provided that Rockstar shall be entitled to sell securities of the Company in an amount up to (i) 15% of the of the 30 day average daily volume of the Company’s Common Stock for the period ending on the trading day immediately prior to such sale and (ii) 20% of the 30 day average daily volume of the Company’s Common Stock for the period ending on the trading day prior to the date of such sale in the event that the volume weighted average price (“VWAP”) of the Common Stock is at least \$17.00 per share. Rockstar may sell the Securities without restriction (i) in the event the VWAP of the Company’s Common Stock is at least \$20.00 per share or (ii) on any day in which at least 1,000,000 shares have traded at a weighted average price of at least \$15.00 per share, provided that Rockstar does not offer or sell such shares for a price that is less than \$15.00 per share. Additionally, Rockstar shall be restricted from transferring or selling any securities of the Company for an additional 180 day period following the occurrence of certain Company events (but not more than two such Company events), including the consummation of a public offering in which the Company receives gross proceeds of at least \$5 million and the announcement of any material acquisition.

The Company has agreed to file a “resale” registration statement with the Securities and Exchange Commission (the “SEC”) covering all shares of Common Stock and shares of Common Stock into which the Series H Preferred Stock and Series I Preferred Stock are convertible, within 30 days of the closing of the Patent Acquisition. In the event that (i) the Company fails to file the registration statement by February 3, 2013 or (ii) such registration statement is not declared effective by the SEC within sixty (days) after its filing, then in either such case the Company shall issue to Rockstar such number of shares of Common Stock as is equal to five (5%) percent of the number of shares of Common Stock and Series H Preferred Stock (taken together) issued to Rockstar in the Patent Acquisition.

The Company on December 31, 2013 issued approximately \$1.7 million of Common Stock to Rockstar. Following issuance of the Common Stock to Rockstar, and as a result of conversions of various series of the Company’s preferred stock issued to various third parties prior to the Patent Acquisition. The Company on December 31, 2013 had 3,569,895 shares of its Common Stock outstanding, of which Rockstar currently owns approximately 9.99%.

The Company on December 31, 2013 issued approximately \$38.3 million of Series H Preferred Stock to Rockstar. Each share of Series H Preferred Stock is convertible into ten (10) shares of the Company’s Common Stock and has a stated value of \$83.50. The conversion ratio is subject to adjustment in the event of stock splits, stock dividends, combination of shares and similar recapitalization transactions. The Company is prohibited from effecting the conversion of the Series H Preferred Stock to the extent that, as a result of such conversion, the holder beneficially owns more than 4.99% (which may be increased to 9.99% and subsequently to 19.99%, each upon 61 days’ written notice to the Company), in the aggregate, of the issued and outstanding shares of the Company’s Common Stock calculated immediately after giving effect to the issuance of shares of Common Stock upon the conversion of the Series H Preferred Stock. Holders of the Series H Preferred Stock shall be entitled to vote on all matters submitted to the Company’s stockholders and shall be entitled to the number of votes equal to the number of shares of Common Stock into which the shares of Series H Preferred Stock are convertible, subject to applicable beneficial ownership limitations. The Series H Preferred Stock provides a liquidation preference of \$83.50 per share.

The Company on December 31, 2013 issued approximately \$20 million of Series I Preferred Stock to Rockstar. Each share of

Series I Preferred Stock is convertible into twenty (20) shares of the Company's Common Stock and has a stated value of \$167. The conversion ratio is subject to adjustment in the event of stock splits, stock dividends, combination of shares and similar recapitalization transactions. The Company is prohibited from effecting the conversion of the Series I Preferred Stock to the extent that, as a result of such conversion, the holder beneficially owns more than 4.99% (which may be increased to 9.99% and subsequently to 19.99%, each upon 61 days' written notice to the Company), in the aggregate, of the issued and outstanding shares of the Company's Common Stock calculated immediately after giving effect to the issuance of shares of Common Stock upon the conversion of the Series I Preferred Stock. Holders of the Series I Preferred Stock shall be entitled to vote on all matters submitted to the Company's stockholders and shall be entitled to the number of votes equal to the number of shares of Common Stock into which the shares of Series I Preferred Stock are convertible, subject to applicable beneficial ownership limitations. The Series I Preferred stock provides for a liquidation preference of \$167 per share.

The Series I Preferred Stock has a mandatory redemption date of December 31, 2015 as to 100% of the Series I Preferred Stock then outstanding and partial mandatory redemptions prior thereto, requiring a minimum of 25% of the total number of shares of Series I Preferred Stock issued to be redeemed (less the amount of any conversions occurring prior thereto) on or prior to each of June 30, 2014, December 31, 2014, June 30, 2015 and December 31, 2015 (each, a "Partial Redemption Date" and each payment, a "Redemption Payment"). On each Partial Redemption Date, the Company is required to pay Rockstar a Redemption Payment equal to the lesser of (i) such number of shares of Series I Preferred Stock as have a stated value of \$5,000,000; or (ii) such number of shares of Series I Preferred Stock as shall, together with all voluntary and mandatory redemptions and conversions to Common Stock occurring prior to the applicable Partial Redemption Date, have a stated value of \$5,000,000; or (iii) the remaining shares of Series I Preferred Stock issued and outstanding if such shares have a stated value of less than \$5,000,000, in an amount of cash equal to its stated value plus all accrued but unpaid dividends, distributions and interest thereon, unless Rockstar, in its sole discretion, elects to waive such Redemption Payment or convert such shares (or a portion thereof) into Common Stock. No interest or dividends are payable on the Series I Preferred Stock unless the Company fails to make the first \$5,000,000 Partial Redemption Payment due June 30, 2014, then interest shall accrue on the outstanding stated value of all outstanding shares of Series I Preferred Stock at a rate of fifteen (15%) per annum from January 1, 2014. The Company's obligations to pay the Redemption Payments and any interest payments in connection therewith are secured pursuant to the terms of a Security Agreement under which the Rockstar Patents serve as collateral security. No action can be taken under the Security Agreement unless the Company has failed to make a second redemption payment of \$5,000,000 due December 31, 2014. The Security Agreement contains additional usual and customary "Events of Default" (as such term is defined in the Intellectual Property Security Agreement) under which Rockstar can take action, including a sale to a third party or reduction of secured amounts via transfer of the Rockstar Patents to Rockstar.

Additionally, in the event the Company consummates a Fundamental Transaction (as defined in the Certificate of Designation of Preferences, Rights and Limitations of Series I Convertible Preferred Stock), the Company shall be required to redeem such portion of the outstanding shares of Series I Preferred Stock as shall equal (i) 50% of the net proceeds of the Fundamental Transaction after deduction of the amount of net proceeds required to leave the Company with cash and cash equivalents on hand of \$5,000,000 and up until the net proceeds leave the Company with cash and cash equivalents on hand of \$7,500,000 and (ii) 100% of the net proceeds of the Fundamental Transaction thereafter.

The shares of Series H Preferred Stock and Series I Preferred Stock are not immediately convertible and do not possess any voting rights until such time as the Company has obtained stockholder approval of the issuance, pursuant to NASDAQ Listing Rule 5635. The Company has agreed to use its reasonable best efforts to obtain such stockholder approval on or prior to March 31, 2014. In connection with the foregoing, the Company entered into separate Voting and Support Agreements with various stockholders holding in excess of 50.1% of the Company's voting capital pursuant to which the stockholder agreed to vote in favor of the Purchase Agreement and the transactions contemplated thereunder (including the issuances of securities in consideration for the acquisition of assets, pursuant to NASDAQ Listing Rule 5635) at a meeting called therefor or by written consent.

The foregoing description of the Series H Preferred Stock and Series I Preferred Stock does not purport to be complete and is qualified in its entirety by reference to the complete text of (i) the Certificate of Designation of Preferences, Rights and Limitations of Series H Convertible Preferred Stock, which is filed as Exhibit 3.1 hereto; (ii) the Certificate of Designation of Preferences, Rights and Limitations of Series I Convertible Preferred Stock which is filed as Exhibit 3.2 hereto, and (iii) the Form of Voting and Support Agreement which is filed as Exhibit 10.1 hereto, each of which is incorporated herein by reference.

The shares of Common Stock, Series H Convertible Preferred Stock and Series I Convertible Preferred Stock were issued to an "accredited investor," as such term is defined in the Securities Act of 1933, as amended (the "Securities Act") and were offered and sold in reliance on the exemption from registration afforded by Section 4(a)(2) and Regulation D (Rule 506) under the Securities Act and corresponding provisions of state securities laws.

ITEM 5.03 AMENDMENTS TO ARTICLES OF INCORPORATION OR BYLAWS; CHANGE IN FISCAL YEAR END.

On December 31, 2013, the Company filed a Certificate of Designation of Preferences, Rights and Limitations of Series H Convertible Preferred Stock authorizing the issuance of up to 459,043 shares of Series H Preferred Stock.

On December 31, 2013, the Company filed a Certificate of Designation of Preferences, Rights and Limitations of Series I Convertible Preferred Stock authorizing the issuance of up to 119,760 shares of Series I Preferred Stock.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits.

The exhibit listed in the following Exhibit Index is furnished as part of this Current Report on Form 8-K.

<u>Exhibit No.</u>	<u>Description</u>
3.1	Form of Certificate of Designation of Preferences, Rights and Limitations of Series H Convertible Preferred Stock
3.2	Form of Certificate of Designation of Preferences, Rights and Limitations of Series I Convertible Preferred Stock
10.1	Form of Voting and Support Agreement

SIGNATURES

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

Date: January 2, 2014

SPHERIX INCORPORATED

/s/ Anthony Hayes

Name: Anthony Hayes

Title: Chief Executive Officer

**CERTIFICATE OF DESIGNATION OF PREFERENCES,
RIGHTS AND LIMITATIONS
OF
SERIES H CONVERTIBLE PREFERRED STOCK**

The undersigned, Chief Executive Officer of Spherix Incorporated, a Delaware corporation (the “**Corporation**”), DOES HEREBY CERTIFY that the following resolutions were duly adopted by the Board of Directors of the Corporation by unanimous written consent on December 30, 2013;

WHEREAS, the Board of Directors is authorized within the limitations and restrictions stated in the Certificate of Incorporation of the Corporation, as amended, to provide by resolution or resolutions for the issuance of Five Million (5,000,000) shares of Preferred Stock, par value \$0.0001 per share, of the Corporation, in such series and with such designations, preferences and relative, participating, optional or other special rights and qualifications, limitations or restrictions as the Corporation’s Board of Directors shall fix by resolution or resolutions providing for the issuance thereof duly adopted by the Board of Directors;

WHEREAS, it is the desire of the Board of Directors, pursuant to its authority as aforesaid, to authorize and fix the terms of a series of Preferred Stock and the number of shares constituting such series; and

WHEREAS, all currency amounts set forth herein shall be stated in United States Dollars (USD).

NOW, THEREFORE, BE IT RESOLVED:

Section 1. Designation and Authorized Shares. The Corporation shall be authorized to issue four hundred fifty-nine thousand, forty-three (459,043) shares of Series H Preferred Stock, par value \$0.0001 per share (the “**Series H Preferred Stock**”).

Section 2. Stated Value. Each share of Series H Preferred Stock shall have a stated value of \$83.50 (the “**Stated Value**”).

Section 3. Liquidation.

(a) Upon the liquidation, dissolution or winding up of the business of the Corporation, whether voluntary or involuntary, each holder of Series H Preferred Stock shall be entitled to receive, for each share thereof, out of assets of the Corporation legally available therefor, a preferential amount in cash equal to (and not more than) the Stated Value. All preferential amounts to be paid to the holders of Series H Preferred Stock in connection with such liquidation, dissolution or winding up shall be paid before the payment or setting apart for payment of any amount for, or the distribution of any assets of the Corporation to the holders of any other class or series of capital stock, except the Series I Preferred Stock with which the Series H Preferred Stock will rank on a *pari passu* basis. If upon any such distribution the assets of the Corporation shall be insufficient to pay the holders of the outstanding shares of Series H Preferred Stock (or the holders of any class or series of capital stock ranking on a parity with the Series H Preferred Stock as to distributions in the event of a liquidation, dissolution or winding up of the Corporation) the full amounts to which they shall be entitled, such holders shall share ratably in any distribution of assets in accordance with the sums which would be payable on such distribution if all sums payable thereon were paid in full.

(b) Any distribution in connection with the liquidation, dissolution or winding up of the Corporation, or any bankruptcy or insolvency proceeding, shall be made in cash to the extent possible. Whenever any such distribution shall be paid in property other than cash, the value of such distribution shall be the fair market value of such property as determined in good faith by the Board of Directors of the Corporation.

Section 4. Voting. Except as otherwise expressly required by law, each holder of Series H Preferred Stock shall be entitled to vote on all matters submitted to shareholders of the Corporation and shall be entitled to the number of votes for each share of Series H Preferred Stock owned at the record date for the determination of shareholders entitled to vote on such matter or, if no such record date is established, at the date such vote is taken or any written consent of shareholders is solicited, equal to the number of shares of Common Stock (as defined below) such shares of Series H Preferred Stock are convertible into at such time, but not in excess of the conversion limitations set forth in Section 5 herein. Except as otherwise required by law, the holders of shares of Series H Preferred Stock shall vote together with the holders of Common Stock on all matters and shall not vote as a separate class. Notwithstanding anything herein to the contrary, the voting of Series H Preferred Stock shall not exceed that amount as is permitted without Stockholder Approval under the Listing Rules of The NASDAQ Stock Market in order to comply therewith.

Section 5.

Conversion.

(a) *Conversion Right.* Each holder of Series H Preferred Stock may, from time to time, convert any or all of such holder's shares of Series H Preferred Stock into fully paid and non-assessable shares of Common Stock in an amount equal to ten (10) shares of the Corporation's common stock, par value \$0.0001 per share (the "**Common Stock**") for each one (1) share of Series H Preferred Stock surrendered.

(b) *Conversion Procedure.* In order to exercise the conversion privilege under this Section 5, the holder of any shares of Series H Preferred Stock to be converted shall give written notice to the Corporation at its principal office that such holder elects to convert such shares of Series H Preferred Stock or a specified portion thereof into shares of Common Stock as set forth in such notice (the "**Conversion Notice**", and such date of delivery of the Conversion Notice to the Corporation, the "**Conversion Notice Delivery Date**"). Within three (3) business days following the Conversion Notice Delivery Date, the Corporation shall issue and deliver a certificate or certificates representing the number of shares of Common Stock determined pursuant to this Section 5 (the "**Share Delivery Date**"). In case of conversion under this Section 5 of only a part of the shares of Series H Preferred Stock represented by a certificate surrendered to the Corporation, the Corporation shall issue and deliver a new certificate for the number of shares of Series H Preferred Stock which have not been converted, upon receipt of the original certificate or certificates representing shares of Series H Preferred Stock so converted. Until such time as the certificate or certificates representing shares of Series H Preferred Stock which have been converted are surrendered to the Corporation and a certificate or certificates representing the Common Stock into which such shares of Series H Preferred Stock have been converted have been issued and delivered, the certificate or certificates representing the shares of Series H Preferred Stock which have been converted shall represent the shares of Common Stock into which such shares of Series H Preferred Stock have been converted. The Corporation shall pay all documentary, stamp or similar issue or transfer tax due on the issue of shares of Common Stock issuable upon conversion of the Series H Preferred Stock.

(c) *Maximum Conversion.*

(i) Notwithstanding anything to the contrary set forth in this Certificate of Designation, at no time when the Series H Preferred Stock shall be convertible into shares of Common Stock, may all or a portion of shares of Series H Preferred Stock be converted if the number of shares of Common Stock to be issued pursuant to such conversion would exceed, when aggregated with all other shares of Common Stock or other voting stock owned by such holder at such time, the number of shares of Common Stock which would result in such holder beneficially owning (as determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") and the rules thereunder) more than 4.99% of all of the Common Stock outstanding at such time (the "**4.99% Beneficial Ownership Limitation**"), provided, however, that at any time by not less than sixty-one (61) days prior written request of the holder, (i) the 4.99% Beneficial Ownership Limitation may be increased to 9.99% or all of the common stock outstanding at such time (the "**9.99% Beneficial Ownership Limitation**") and (ii) the 4.99% Beneficial Ownership Limitation or 9.99% Beneficial Ownership Limitation, as applicable may be increased to 19.99% of all of the Common Stock outstanding at such time (thereafter, the "**19.99% Beneficial Ownership Limitation**"). By written notice to the Corporation, a holder of Series H Preferred Stock may from time to time decrease the 4.99%, 9.99% or 19.99% Beneficial Ownership Limitation, if in effect at such time, to any other percentage specified in such notice.

(ii) For purposes of this Section 5, in determining the number of outstanding shares of Common Stock, a holder of Series H Preferred Stock may rely on the number of outstanding shares of Common Stock as reflected in (1) the Corporation's most recent Form 10-K, Form 10-Q, Current Report on Form 8-K or other public filing with the Securities and Exchange Commission, as the case may be, (2) a more recent public announcement by the Corporation or (3) any other notice by the Corporation setting forth the number of shares of Common Stock outstanding. For any reason at any time, upon the written or oral request of a holder of Series H Preferred Stock, the Corporation shall within one (1) business day confirm orally and in writing to such holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Corporation, including shares of Series H Preferred Stock, held by such holder and its affiliates since the date as of which such number of outstanding shares of Common Stock was reported, which in any event are convertible or exercisable, as the case may be, into shares of the Corporation's Common Stock within sixty (60) days' of such calculation and which are not subject to a limitation on conversion or exercise analogous to the limitation contained herein. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 5 to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended beneficial ownership limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation.

(d) *Buy-In.* If, by the Share Delivery Date, the Corporation fails for any reason to deliver the shares of Common Stock issuable upon conversion of the Series H Preferred Stock, as set forth in the Conversion Notice, and after such Share Delivery Date, the converting holder purchases, in an arm's length open market transaction or otherwise, shares of Common Stock (the "**Covering Shares**") in order to make delivery in satisfaction of a sale of Common Stock by the converting

holder (the “Sold Shares”), which delivery such converting holder anticipated to make using the shares to be issued upon such conversion (a “**Buy-In**”), the converting holder shall have the right to require the Corporation to pay to the converting holder the Buy-In Adjustment Amount. The Corporation shall pay the Buy-In Adjustment Amount to the converting holder in immediately available funds immediately upon demand by the converting holder. For purposes of this Certificate of Designation, the term “**Buy-In Adjustment Amount**” means the amount equal to the excess, if any, of (i) the converting holder’s total purchase price (including brokerage commissions, if any) for the Covering Shares associated with a Buy-In, over (ii) the net proceeds (after brokerage commissions, if any) received by the converting holder from the sale of the Sold Shares. By way of illustration and not in limitation of the foregoing, if the converting holder purchases shares of Common Stock having a total purchase price (including brokerage commissions) of \$11,000 to cover a Buy-In, with respect to shares of Common Stock it sold for net proceeds of \$10,000, the Buy-In Adjustment Amount which the Corporation will be required to pay to the converting holder will be \$1,000.

(e) Principal Market Regulation. Notwithstanding anything herein to the contrary, the Corporation shall not issue any shares of Common Stock upon conversion of the Series H Preferred Stock pursuant to this Section 5 and the shares of Series H Preferred Stock shall not possess any voting rights pursuant to Section 4 of this Certificate of Designation of Preferences, Rights and Limitations, or otherwise, until the Corporation obtains Stockholder Approval.

Section 6. Other Provisions.

(a) Reservation of Common Stock. The Corporation shall at all times reserve from its authorized Common Stock a sufficient number of shares to provide for conversion of all Series H Preferred Stock from time to time outstanding.

(b) Record Holders. The Corporation and its transfer agent, if any, for the Series H Preferred Stock may deem and treat the record holder of any shares of Series H Preferred Stock as reflected on the books and records of the Corporation as the sole true and lawful owner thereof for all purposes, and neither the Corporation nor any such transfer agent shall be affected by any notice to the contrary.

Section 7. Restriction and Limitations. Except as expressly provided herein or as required by law so long as any shares of Series H Preferred Stock remain outstanding, the Corporation shall not, without the vote or written consent of the holders of at least a majority of the then outstanding shares of the Series H Preferred Stock, take any action which would, in the reasonable opinion of the holder, adversely affect any of the preferences, limitations or relative rights of the Series H Preferred Stock.

Section 8. Certain Adjustments.

Stock Dividends and Stock Splits. If the Corporation, at any time while the Series H Preferred Stock 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 (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Corporation pursuant to the Series H Preferred 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 Corporation, each share of Series H Preferred Stock shall receive such consideration as if such number of shares of Series H Preferred had been, immediately prior to such foregoing dividend, distribution, subdivision, combination or reclassification, the holder of the number of shares of Common Stock into which it could convert at such time. Any adjustment made pursuant to this Section 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 re-classification.

Section 9. Certain Defined Terms.

(a) “**Certificate of Designation**” means this Certificate of Designation of Preferences, Rights and Limitations of Series H Convertible Preferred Stock;

(b) “**Patent Purchase Agreement**” means that certain patent purchase agreement by and among the Corporation, a wholly-owned subsidiary of the Corporation and Rockstar Consortium (US) LP, as may be amended from time in accordance with the terms thereof.

(c) “**Stockholder Approval**” means, for the purposes of this Certificate of Designations and any other Transaction Documents, the affirmative approval of the stockholders of the Corporation approving the transactions contemplated under the Transaction Documents and the issuance of the shares of Common Stock issuable upon conversion of the Corporation’s Series H Convertible Preferred Stock and Series I Convertible Preferred Stock, in accordance with Rule 5635 of The NASDAQ Stock Market LLC applicable to such issuance, including the acquisition and change of control rules

thereunder, in accordance with the Delaware Business Corporation Act.

(d) **“Transaction Documents”** means the Patent Purchase Agreement, this Certificate of Designations, the Certificate of Designation of Preferences, Rights and Limitations of Series I Convertible Preferred Stock and each of the other agreements and instruments entered into or delivered by the Corporation or any of the holders in connection with the transactions contemplated by the Patent Purchase Agreement, all as may be amended from time to time in accordance with the terms thereof.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 31st day of December 2013.

By: Anthony Hayes
Name: Anthony Hayes

Title: Chief Executive Officer

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**CERTIFICATE OF DESIGNATION OF PREFERENCES,
RIGHTS AND LIMITATIONS
OF
SERIES I REDEEMABLE CONVERTIBLE PREFERRED STOCK**

The undersigned, Chief Executive Officer of Spherix Incorporated, a Delaware corporation (the “**Corporation**”), DOES HEREBY CERTIFY that the following resolutions were duly adopted by the Board of Directors of the Corporation by unanimous written consent on December 30, 2013;

WHEREAS, the Board of Directors is authorized within the limitations and restrictions stated in the Certificate of Incorporation of the Corporation, as amended, to provide by resolution or resolutions for the issuance of Five Million (5,000,000) shares of Preferred Stock, par value \$0.0001 per share, of the Corporation, in such series and with such designations, preferences and relative, participating, optional or other special rights and qualifications, limitations or restrictions as the Corporation’s Board of Directors shall fix by resolution or resolutions providing for the issuance thereof duly adopted by the Board of Directors; and

WHEREAS, it is the desire of the Board of Directors, pursuant to its authority as aforesaid, to authorize and fix the terms of a series of Preferred Stock and the number of shares constituting such series; and

WHEREAS, all currency amounts set forth herein shall be stated in United States Dollars (USD).

NOW, THEREFORE, BE IT RESOLVED:

1. Designation and Authorized Shares. The Corporation shall be authorized to issue one hundred and nineteen thousand seven hundred and sixty (119,760) shares of Series I Preferred Stock, par value \$0.0001 per share (the “**Series I Preferred Stock**”).
2. Stated Value. Each share of Series I Preferred Stock shall have a stated value of \$167.00 per share (the “Stated Value”). The Series I Preferred Stock shall have a mandatory redemption date of December 31, 2015 as to 100% of the Series I Preferred Stock (the “**Mandatory Redemption Date**”), and partial mandatory redemption dates requiring a minimum of 25% of the total number of shares of Series I Preferred Stock issued hereunder, to have been redeemed (inclusive of any conversions occurring prior to each Mandatory or Partial Redemption Date (as defined below), applying any such conversions to the next to occur Partial Redemption Date or Dates), on or prior to June 30, 2014, December 31, 2014, June 30, 2015, and December 31, 2015, respectively, by the Corporation (each a “**Partial Redemption Date**” and collectively the “**Redemption Dates**”).
3. Liquidation.
 - 3.1 Upon the liquidation, dissolution or winding up of the business of the Corporation, whether voluntary or involuntary, each holder of Series I Preferred Stock shall be entitled to receive, for each share thereof, out of assets of the Corporation legally available therefor, a preferential amount in cash equal to (and not more than) the Stated Value plus accrued and unpaid Interest. All preferential amounts to be paid to the holders of Series I Preferred Stock in connection with such liquidation, dissolution or winding up shall be paid before the payment or setting apart for payment of any amount for, or the distribution of any assets of the Corporation to the holders of any other class or series of capital stock of the Corporation. If upon any such distribution the assets of the Corporation shall be insufficient to pay the holders of the outstanding shares of Series I Preferred Stock the full amounts to which they shall be entitled, such holders shall share ratably in any distribution of assets in accordance with the sums which would be payable on such distribution if all sums payable thereon were paid in full.
 - 3.2 Any distribution in connection with the liquidation, dissolution or winding up of the Corporation, or any bankruptcy or insolvency proceeding, shall be made in cash to the extent possible. Whenever any such distribution shall be paid in property other than cash, the value of such distribution shall be the fair market value of such property as determined in good faith by the Board of Directors of the Corporation.
4. Voting. Except as otherwise expressly required by law, each holder of Series I Preferred Stock shall be entitled to vote on all matters submitted to shareholders of the Corporation and shall be entitled to the number of votes for each share of Series I Preferred Stock owned at the record date for the determination of shareholders entitled to vote on such matter or, if no such record date is established, at the date such vote is taken or any written consent of shareholders is solicited, equal to the number of shares of Common Stock (as defined below) such shares of Series I Preferred Stock are convertible into at such time, but not in excess of the conversion limitations set forth in Section 5 herein. Except as otherwise required by law, the holders of shares of Series I Preferred Stock shall vote together with the holders of Common Stock on all matters and shall not vote as a separate class. Notwithstanding anything herein to the contrary, until Stockholder Approval (as defined

below) is obtained, the number of votes attached to the Series I Preferred Stock shall not exceed that amount as is permitted without Stockholder Approval under the Listing Rules of The NASDAQ Stock Market in order to comply therewith.

5. Conversion.

5.1 Conversion Right. Each holder of Series I Preferred Stock may, from time to time, convert any or all of such holder's shares of Series I Preferred Stock into fully paid and non-assessable shares of Common Stock in an amount equal to twenty (20) shares of the Corporation's common stock, par value \$0.0001 per share (the "**Common Stock**") for each one (1) share of Series I Preferred Stock surrendered.

5.2 Conversion Procedure. In order to exercise the conversion privilege under this Section 5, the holder of any shares of Series I Preferred Stock to be converted shall give written notice to the Corporation at its principal office that such holder elects to convert such shares of Series I Preferred Stock or a specified portion thereof into shares of Common Stock as set forth in such notice (the "**Conversion Notice**", and such date of delivery of the Conversion Notice to the Corporation, the "**Conversion Notice Delivery Date**"). Within three (3) business days following the Conversion Notice Delivery Date, the Corporation shall issue and deliver a certificate or certificates representing the number of shares of Common Stock determined pursuant to this Section 5 (the "**Share Delivery Date**"). In case of conversion under this Section 5 of only a part of the shares of Series I Preferred Stock represented by a certificate surrendered to the Corporation, the Corporation shall issue and deliver to the holder or its designee a new certificate for the number of shares of Series I Preferred Stock which have not been converted, upon receipt of the original certificate or certificates representing shares of Series I Preferred Stock so converted. Until such time as the certificate or certificates representing shares of Series I Preferred Stock which have been converted are surrendered to the Corporation and a certificate or certificates representing the Common Stock into which such shares of Series I Preferred Stock have been converted have been issued and delivered, the certificate or certificates representing the shares of Series I Preferred Stock which have been converted shall represent the shares of Common Stock into which such shares of Series I Preferred Stock have been converted. The Corporation shall pay all documentary, stamp or similar issue or transfer tax due on the issue of shares of Common Stock issuable upon conversion of the Series I Preferred Stock.

(c) Maximum Conversion.

- (i) Notwithstanding anything to the contrary set forth in this Certificate of Designation, at no time when the Series I Preferred Stock shall be convertible into shares of Common Stock hereunder (being any time after Stockholder Approval is obtained), may all or a portion of shares of Series I Preferred Stock be converted if the number of shares of Common Stock to be issued pursuant to such conversion would exceed, when aggregated with all other shares of Common Stock or other voting stock owned by such holder at such time, the number of shares of Common Stock which would result in such holder beneficially owning (as determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") and the rules thereunder) more than 4.99% of all of the Common Stock outstanding at such time (the "**4.99% Beneficial Ownership Limitation**"), provided, however, that at any time by not less than sixty-one (61) days prior written request of the holder, (i) the 4.99% Beneficial Ownership Limitation may be increased to 9.99% or all of the common stock outstanding at such time (the "**9.99% Beneficial Ownership Limitation**") and (ii) the 4.99% Beneficial Ownership Limitation or 9.99% Beneficial Ownership Limitation, as applicable may be increased to 19.99% of all of the Common Stock outstanding at such time (thereafter, the "**19.99% Beneficial Ownership Limitation**").
- (ii) By written notice to the Corporation, a holder of Series I Preferred Stock may from time to time decrease the 4.99%, 9.99% or 19.99% Beneficial Ownership Limitation, applicable at such time, to any other percentage specified in such notice.
- (iii) For purposes of this Section 5, in determining the number of outstanding shares of Common Stock, a holder of Series I Preferred Stock may rely on the number of outstanding shares of Common Stock as reflected in (1) the Corporation's most recent Form 10-K, Form 10-Q, Current Report on Form 8-K or other public filing with the Securities and Exchange Commission, as the case may be, (2) a more recent public announcement by the Corporation or (3) any other notice by the Corporation setting forth the number of shares of Common Stock outstanding. For any reason at any time, upon the written or oral request of a holder of Series I Preferred Stock, the Corporation shall within one (1) business day confirm orally and in writing to such holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Corporation, including shares of Series I Preferred Stock, held by such holder and its affiliates since the date as of which such number of outstanding shares of Common Stock was reported, which in any event are convertible or exercisable, as the case may be, into shares of the Corporation's Common Stock within sixty (60) days' of such calculation and which are not subject to a limitation on conversion or exercise analogous to the limitation contained herein. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 5 to correct this paragraph (or any portion hereof)

which may be defective or inconsistent with the intended beneficial ownership limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation.

(d) *Buy-In.* If, by the Share Delivery Date, the Corporation fails for any reason to deliver the shares of Common Stock issuable upon conversion of the Series I Preferred Stock, as set forth in the Conversion Notice, and after such Share Delivery Date, the converting holder purchases, in an arm's length open market transaction or otherwise, shares of Common Stock (the "**Covering Shares**") in order to make delivery in satisfaction of a sale of Common Stock by the converting holder (the "**Sold Shares**"), which delivery such converting holder anticipated to make using the shares to be issued upon such conversion (a "**Buy-In**"), the converting holder shall have the right to require the Corporation to pay to the converting holder the Buy-In Adjustment Amount. The Corporation shall pay the Buy-In Adjustment Amount to the converting holder in immediately available funds immediately upon demand by the converting holder. For purposes of this Certificate of Designation, the term "**Buy-In Adjustment Amount**" means the amount equal to the excess, if any, of (i) the converting holder's total purchase price (including brokerage commissions, if any) for the Covering Shares associated with a Buy-In, over (ii) the net proceeds (after brokerage commissions, if any) received by the converting holder from the sale of the Sold Shares. By way of illustration and not in limitation of the foregoing, if the converting holder purchases shares of Common Stock having a total purchase price (including brokerage commissions) of \$11,000 to cover a Buy-In, with respect to shares of Common Stock it sold for net proceeds of \$10,000, the Buy-In Adjustment Amount which the Corporation will be required to pay to the converting holder will be \$1,000.

(e) Principal Market Regulation. Notwithstanding anything herein to the contrary, the Corporation shall not issue any shares of Common Stock upon conversion of the Series I Preferred Stock pursuant to this Section 5 and the shares of Series I Preferred Stock shall not possess any voting rights pursuant to Section 4 of this Certificate of Designation of Preferences, Rights and Limitations, or otherwise, until the Corporation obtains Stockholder Approval

6. Other Provisions.

6.1 *Reservation of Common Stock.* The Corporation shall at all times reserve from its authorized Common Stock a sufficient number of shares to provide for conversion of all Series I Preferred Stock from time to time outstanding.

6.2 *Record Holders.* The Corporation and its transfer agent, if any, for the Series I Preferred Stock may deem and treat the record holder of any shares of Series I Preferred Stock as reflected on the books and records of the Corporation as the sole true and lawful owner thereof for all purposes, and neither the Corporation nor any such transfer agent shall be affected by any notice to the contrary.

7. Restriction and Limitations. Except as expressly provided herein or as required by law so long as any shares of Series I Preferred Stock remain outstanding, the Corporation shall not, without the vote or written consent of the holders of at least a majority of the then outstanding shares of the Series I Preferred Stock, take any action to modify the terms of the shares of Series I Preferred stock or take any other action, including the creation of a new class or series of stock in the Corporation or the modification of the terms of any existing series or class of stock in the Corporation, which would, in the reasonable opinion of the Holder, adversely affect any of the preferences, limitations or relative rights of the Series I Preferred Stock.

8. Mandatory Redemption at Mandatory Redemption Dates; Additional Covenants.

8.1 Mandatory Redemption at Maturity. If any share of Series I Preferred Stock remain outstanding on a Partial Redemption Date, then on the Partial Redemption Date, the Corporation shall redeem at least the lesser of: (A) such number of shares of Series I Preferred Stock as have a Stated Value of \$5,000,000; or (B) such number of shares of Series I Preferred Stock as shall, together with all voluntary and mandatory redemptions occurring prior to the applicable Partial Redemption Date, have a Stated Value of \$5,000,000 (excluding for greater certainty prior Redemption Payments made on prior Partial Redemption Dates, and provided that there are no amounts outstanding on account of prior Redemption Payments; or (C) the remaining shares of Series I Preferred Stock issued and outstanding if less than \$5,000,000 Stated Value (in each case, the "**Redemption Payment**"), for an amount in cash equal to their Stated Value plus all accrued and unpaid dividends, distributions and Interest thereon, unless the holder of the Series I Preferred Stock, in its sole discretion, elects to waive such Redemption Payment or convert such shares (or any portion thereof) to Common Stock at the Series I Conversion Price as of the Mandatory Redemption Date. Upon the election by holder to waive any Redemption Payment and upon the election to convert such shares in accordance with the provisions for conversion to Common Stock contained herein, such waiver or election shall be irrevocable and shall terminate any and all Redemption Payment obligation of the Corporation with respect to the shares of Series I Preferred Stock as to which such waiver or conversion election shall have been made by holder. Any such waiver or conversion shall be in writing and shall be applicable for all purposes under this Certificate of Designation without further action.

8.2 Interest on Unpaid Redemption Amounts. If the Corporation on any Partial Redemption Date fails to effect a required Mandatory Redemption, then the Corporation shall pay and each holder of Series I Preferred Stock shall be entitled to receive, with respect to each share of Series I Preferred Stock then held by such holder on such dates, interest at a rate of fifteen (15%) percent per annum ("**Interest**") on the Stated Value of all then outstanding shares of Series I Preferred Stock calculated for such purpose from

January 1, 2014. For greater certainty, the foregoing Interest shall be in addition to such other available remedies as the holder may have against the Corporation for failure to effect a Mandatory Redemption when due..

8.3 Payment Procedures. Redemption Payments and Interest shall be payable to holders of record, of Series I Preferred Stock as they appear on the stock books of the Corporation on such Redemption Dates or Interest payment dates.

8.4 Security. This Series I Preferred Stock, the right to receive Redemption Payments and the amount of Interest payments thereon are secured interests in the Corporation by the initial holder of the Series I Preferred Stock, and shall be secured to the extent and in the manner set forth in the Security Agreement of the Parties, as to which holder shall have the right to file and maintain a security interest and file a Form UCC-1 in all appropriate jurisdictions as permitted by applicable law, until the Series I Preferred Stock shall have been redeemed in full, or otherwise fully converted, sold or otherwise discharged.

8.5 Additional Covenants. Until all of the Series I Preferred Stock has been converted or redeemed, by holder or otherwise satisfied in accordance with its terms:

(i) Certain Covenants. The Corporation shall comply with the covenants set out in Exhibit 1 hereto.

(ii) Notice of a Fundamental Transaction; Redemption Right. No sooner than twenty (20) Trading Days nor later than ten (10) Trading Days prior to the consummation of a Fundamental Transaction (as defined below), but not prior to the public announcement of such Fundamental Transaction, the Corporation shall deliver written notice thereof via email and facsimile to the holders of the Series I Preferred Stock, such notice specifying the terms of the Fundamental Transaction and the amount of net proceeds to the Corporation from same. At the closing of each Fundamental Transaction, but in any event not more than two (2) Trading Days after closing of each Fundamental Transaction, the Corporation shall (unless the holders shall prior to such closing date converts all of the Series I Preferred Stock to Common Stock or waive the Corporation's redemption obligations and future redemption obligations with respect to some or all of the net proceeds of the Fundamental Transaction) redeem such portion of the Series I Preferred Stock as is outstanding on the closing date of the Fundamental Transaction equal to the sum of: (i) zero (0%) percent of the net proceeds of the Fundamental Transaction, after deduction of the amount of net proceeds to the Corporation, required to leave the Corporation with (together with its Cash on Hand (as defined below) immediately prior to the completion of the Fundamental Transaction) with Cash on Hand of Five Million Dollars (\$5,000,000); plus (ii) fifty (50%) percent of the next Five Million Dollars (\$5,000,000) of net proceeds of the Fundamental Transaction plus (iii) 100% of the net proceeds of the Fundamental Transaction thereafter.(i.e., in excess of that amount that would provide \$7,500,000 in Cash on Hand to the Corporation (when taken together with its Cash on Hand immediately prior to the completion of the Fundamental Transaction). For illustrative purposes only, if at the time of the occurrence of any Fundamental Transaction that results in net proceeds of \$10,000,000, the Corporation has Cash on Hand of \$3,000,000 , then the Corporation shall receive the first \$2,000,000 (100%) from the proceeds of the Fundamental Transaction to bring its Cash on Hand to \$5,000,000, then the Corporation and the holders shall each receive \$2,500,000 (50%) from the next \$5,000,000 of the Fundamental Transaction proceeds, then the holder shall receive the remaining \$3,000,000 (100%) of the net proceeds. Such Fundamental Transaction payments shall be applied to and reduce the amount(s) of the next to occur Partial Redemption Payment obligations of the Corporation which shall become due, and shall thereafter be applicable until all such Partial Redemption Payment obligations are paid or otherwise satisfied in full, and thereafter shall cease. In the event of a redemption of less than all of the Series I Preferred Stock, the Corporation shall promptly cause to be issued and delivered to the holder a new certificate for Series I Preferred Stock representing the remaining balance which has not been redeemed or converted. For purposes hereof "**Fundamental Transaction**" means directly or indirectly, in one or more related transactions: (i) the Corporation or any of Subsidiary realizes net proceeds from any financing, recovery, sale, license fee or other revenue received by the Corporation (including on account of any intellectual property rights held by the Corporation and not just in respect of the Patents) during any fiscal quarter in an amount which would cause the cash or cash equivalents of the Corporation to exceed Five Million Dollars (\$5,000,000), (ii) the Corporation consolidates or merges with or into (whether or not the Corporation or any of its Subsidiaries is the surviving corporation) any other Person, or (iii) the Corporation or any of its Subsidiaries sells, leases, licenses, assigns, transfers, conveys or otherwise disposes of all or substantially all of its respective properties or assets to any other Person, *provided that*, in the event of a Fundamental Transaction under clause (ii) or (iii), neither such Fundamental Transaction will proceed without the consent of the holders holding a majority of the shares of Series I Preferred Stock unless (A) all shares of Series I Preferred Stock held by the holders are redeemed with Interest upon closing of such Fundamental Transaction, and (B) all shares of Common Stock of the Corporation then held by the holders are redeemed or otherwise purchased for cash or freely tradable securities of a publicly traded company at a price at or above the then-current market value of such Common Stock.

9. Certain Adjustments.

9.1 Stock Dividends and Stock Splits. If the Corporation, at any time while the Series I Preferred Stock 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 (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Corporation pursuant to the Series I Preferred 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 Corporation, each share of Series I Preferred Stock shall receive such consideration as if such number of shares of Series I Preferred had been, immediately prior to such foregoing dividend, distribution, subdivision, combination or reclassification, the holder of the number of shares of Common Stock into which it could convert at such time. Any adjustment made pursuant to this Section 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 re-classification.

10. Certain Defined Terms.

10.1 “Cash on Hand” means (1) currency on hand (2) demand deposits with banks or financial institutions (3) other kinds of accounts that have the general characteristics of demand deposits (4) short-term, highly liquid investments that are both readily convertible to known amounts of cash and so near their maturity that they present insignificant risk of changes in value because of changes in interest rates. Generally, only investments maturing within three months from the date of acquisition qualify.

10.2 “**Certificate of Designation**” means this Certificate of Designation of Preferences, Rights and Limitations of Series I Convertible Preferred Stock;

10.3 “**Patent Purchase Agreement**” means that certain patent purchase agreement by and among the Corporation, a wholly-owned Subsidiary of the Corporation and Rockstar Consortium (US) L.P., as may be amended from time in accordance with the terms thereof.

10.4 “**Stockholder Approval**” means, for the purposes of this Certificate of Designations and any other Transaction Documents, the affirmative approval of the stockholders of the Corporation approving the transactions contemplated under the Transaction Documents and the issuance of the shares of Common Stock issuable upon conversion of the Corporation’s Series H Convertible Preferred Stock and Series I Convertible Preferred Stock, in accordance with Rule 5635 of The NASDAQ Stock Market LLC applicable to such issuance, including the acquisition and change of control rules thereunder, in accordance with the Delaware Business Corporation Act.

10.5 “**Transaction Documents**” means the Patent Purchase Agreement, this Certificate of Designations, the Certificate of Designation of Preferences, Rights and Limitations of Series H Convertible Preferred Stock and each of the other agreements and instruments entered into or delivered by the Corporation or the holder in connection with the transactions contemplated by the Patent Purchase Agreement, all as may be amended from time to time in accordance with the terms thereof.

Exhibit 1 – CERTAIN COVENANTS OF THE CORPORATION

1. In this Exhibit:

(a) “**Indebtedness**” means the following:

- (i) all indebtedness for borrowed money;
- (ii) the deferred purchase price of assets or services (other than trade payables and other liabilities to employees and officers arising in the ordinary course of business and not related to any financing) which in accordance with GAAP would be shown to be a liability (or on the liability side of a balance sheet);
- (iii) all guarantees of Indebtedness;
- (iv) the maximum amount of all letters of credit issued or acceptance facilities established for the account of the Corporation and any of its Subsidiaries, including without duplication, all drafts drawn thereunder (other than letters of credit or acceptance facilities supporting other indebtedness of the Corporation and any of its Subsidiaries which are otherwise permitted hereunder);
- (v) all capitalized lease obligations; and
- (vi) all indebtedness of another Person secured by any Lien on any property of the Corporation or its Subsidiaries, whether or not such indebtedness has been assumed or is recourse (with the amount thereof, in the case of any such indebtedness that has not been assumed by the Corporation or its Subsidiaries, being measured as the lower of (x) the fair market value of such property and (y) the amount of the indebtedness secured).

(b) “**Lien**” means any lien, pledge, preferential arrangement, mortgage, security interest, deed of trust, charge, assignment, hypothecation, title retention, privilege or other encumbrance on or with respect to property or interest in property having the practical effect of constituting a security interest, in each case with respect to the payment of any obligation with or from the proceeds of, any asset or revenue of any kind.

(c) “**Material Adverse Effect**” means a material adverse effect on (a) the business, operations, condition (financial or otherwise) or assets of the Corporation or its Subsidiaries, taken as a whole, (b) the ability of the Corporation to timely perform its obligations to the holder or (c) the rights and remedies of the holder under the Security Agreement.

(d) “**Permitted Indebtedness**” means the following Indebtedness:

- (i) The redemption and Interest obligations under the terms of the Series I Preferred Stock;
- (ii) Indebtedness evidenced by capital leases or secured by purchase money Liens; provided that such purchase money Indebtedness when incurred by a Person shall not exceed the purchase price of the asset(s) financed, or in the case of capital leases, the amount of Indebtedness evidenced thereby, and shall not exceed, at the time they were entered into, the lesser of cost or fair market value of the property so leased;
- (iii) Indebtedness in respect of netting services, overdraft protections and other similar and customary services in connection with deposit accounts;
- (iv) Indebtedness owed by the Corporation or any Subsidiary to the Corporation or any such Subsidiary;
- (v) Performance bonds, surety bonds, bank guaranties and similar instruments incurred in the ordinary course of business;
- (vi) Guarantees with respect to any Indebtedness that is Permitted Indebtedness;
- (vii) Any refinancing, renewals, extensions, increases or replacements of Permitted Indebtedness above at a market rate of interest so long as no such Permitted Indebtedness shall be refinanced for a principal amount in excess of the principal balance outstanding thereon at the time of such refinancing (plus the amount of any customary charges); and
- (viii) All Indebtedness incurred where the net proceeds thereof are applied at closing, to

satisfy Redemption Payment Obligations (including any applicable Interest) under the terms of the Series I Preferred Stock).

(e) “*Permitted Liens*” means:

(i) Liens in favor of the holder;

(ii) Statutory Liens created by operation of applicable law;

(iii) Liens arising in the ordinary course of business and securing obligations that are not overdue or are being contested in good faith by appropriate proceedings;

(iv) Liens for taxes, assessments or governmental charges or levies not overdue and payable or that are being contested in good faith by appropriate proceedings;

(v) Liens arising from judgments, decrees or attachments for sums not exceeding \$250,000 in circumstances not constituting an Event of Default under the Security Agreement;

(vi) Liens in favor of financial institutions arising in connection with accounts maintained in the ordinary course of the Corporation’s and its Subsidiaries’ business held at such institutions to secure standard fees for services charged by, but not financing made available by, such institutions;

(vii) Pledges or deposits in connection with workers’ compensation, unemployment insurance and other social security legislation; and

(viii) Licenses of intellectual property granted by the Corporation or any of its Subsidiaries in the ordinary course of business, provided that such licenses do not impair the exercise by holder of its security in the Patents (so long as the holder agrees to uphold the relevant license terms).

(f) “*Subsidiary or Subsidiaries*” means, as to the Corporation, any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at the time directly or indirectly owned by the Corporation.

2. Affirmative Covenants. For so long as any shares of Series I Preferred Stock remain outstanding, unless the holder shall otherwise agree in its sole discretion:

(i) Each of the Corporation and its Subsidiaries shall maintain its existence and qualify and remain qualified to do its business as currently conducted.

(ii) Each of the Corporation and its Subsidiaries shall comply in all material respects with all applicable laws, except where the necessity of compliance therewith is contested in good faith by appropriate proceedings or where the failure to comply would not have a Material Adverse Effect.

(iii) The Corporation shall obtain and its Subsidiaries shall make and keep in full force and effect all governmental authorizations and permits required to conduct their businesses except where the failure to do so would not have a Material Adverse Effect.

(iv) The Corporation shall promptly notify the Lenders of the occurrence of (i) any “**Default**” or “**Event of Default**” (as defined under the Security Agreement), (ii) any claims, litigation, arbitration, mediation or administrative or regulatory proceedings (individually, a “**Claim**”) that are instituted or threatened in writing against any of the Corporation or its Subsidiaries other than a Claim that demands less than \$250,000; provided that, while any of the Corporation or any of its Subsidiaries has outstanding any class of publicly traded securities, such notice shall be given concurrently with public disclosure of any such event, (iii) an event that has had, or reasonably could be expected to have, a Material Adverse Effect on the value of any of the Patents forming the collateral under the Security Agreement and (v) each event which, at the giving of notice, lapse of time, determination of materiality or fulfillment of any other applicable condition (or any combination of the foregoing), would constitute an event of default (however described) under the Security Agreement.

(v) (i) If the Corporation is at any time not required to file reports pursuant to Sections 13 or 15(d) of the Exchange Act, the Corporation will provide holder with quarterly financial statements for itself and its Subsidiaries within 45 days after the end of each quarter, and audited annual financial statements within 120

days after the end of each year prepared in accordance with GAAP in the United States with a report thereon by the Corporation's independent certified public accountants (an "**Accountant's Report**"); (ii) the Corporation will timely file with the SEC (subject to appropriate extensions made under Rule 12b-25 under the Exchange Act) any annual reports, quarterly reports and other periodic reports required to be filed pursuant to Section 13 or 15(d) of the Exchange Act; and (iii) the Corporation will provide to the holder copies of all documents, reports, financial data and other information not available on the SEC EDGAR system or the SEDAR system and not containing any material non-public information that the holder may reasonably request including amendments to organizational documents of the Corporation and its subsidiaries promptly after their effectiveness, and cause the holder to be permitted to visit and inspect any of the properties of the Corporation and its Subsidiaries, and to discuss its affairs, finances with its officers during regular business hours and upon reasonable notice.

(vi) Until the later of such date as the holder has sold all of its shares of Series I Preferred Stock (or shares convertible into shares of Common Stock), the Corporation shall timely file or furnish with or to the SEC all Corporation SEC documents as are specified in the Exchange Act and the Corporation shall not terminate its status as an issuer required to file or furnish reports under the Exchange Act even if the Exchange Act or the rules and regulations thereunder would no longer require or otherwise permit such termination. Each SEC document to be filed or furnished by the Corporation, when filed or furnished with the SEC, will comply with all applicable requirements of the Exchange Act and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of the Corporation to be included in each SEC document to be filed or furnished by the Corporation will comply as to form, as of the date of its filing with the SEC, with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, will be prepared in accordance with US GAAP (except, in the case of unaudited statements, as permitted by the SEC) and will fairly present in all material respects the consolidated financial position of the Corporation as of the dates thereof and the consolidated results of its operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal year-end audit adjustments, which will not be material, consistent with past practices and consistently applied.

3. Negative Covenants. For so long as any shares of Series I Preferred Stock remain outstanding, unless the holder shall otherwise agree in its sole discretion:

(i) The Corporation shall not and shall not permit any of its Subsidiaries to (a) liquidate or dissolve (unless, prior to such liquidation or dissolution, such Subsidiary ceases to own any operating assets or conduct business), or (b) enter into any merger, amalgamation, consolidation or reorganization, unless the Corporation or a Subsidiary is the surviving or resultant corporation following such merger, amalgamation, consolidation or reorganization and provided that a Subsidiary may merge into, or amalgamate or consolidate with, the Corporation or any other Subsidiary without the consent of the holder. The Corporation shall not establish any Subsidiary unless such Subsidiary executes and delivers to the holder a guaranty of the obligations to the holder under the terms of the Series I Preferred Stock.

(ii) The Corporation shall not, and shall not permit any Subsidiary to, (a) distribute, or permit the distribution of, any of its assets, including its intangibles, to any shareholder of the Corporation or any Subsidiary or to any Affiliate of the Corporation or a Subsidiary; including by way of loans or advances or purchase or redemption of equity interests in a Person.

(iii) The Corporation shall not, and shall not permit any Subsidiary to create, incur or suffer any Lien upon any of its assets, other than Permitted Liens.

(iv) The Corporation shall not, and shall not permit any Subsidiary to, create, incur, assume, guarantee or remain liable with respect to any Indebtedness, other than Permitted Indebtedness.

(v) The Corporation shall not, and shall not permit any Subsidiary to, directly or indirectly, enter into any transaction with any of its Affiliates, except in the ordinary course of business and upon terms that are no less favorable than would be obtained in a comparable arm's length transaction with a Person not an Affiliate.

(vi) The Corporation shall not declare or pay any cash dividend or other cash distribution on its shares (other than redemptions and other payments on this Series I Preferred Stock in accordance with its terms) without the prior written consent from the holder.

(vii) The Corporation shall not, and shall not permit any Subsidiary to, acquire any assets, directly or

indirectly, in one or more related transactions, for a consideration, inclusive of assumed Indebtedness, in cash greater than \$250,000 in any calendar year, consent to any such proposed transaction not to be unreasonably withheld or delayed by the holder.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 31st day of December 2013.

By: Anthony Hayes

Name: Anthony Hayes
Title: Chief Executive Officer

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VOTING AND SUPPORT AGREEMENT

This VOTING AND SUPPORT AGREEMENT (this "Agreement"), dated as of December __, 2013, is entered into by and among Spherix Corporation, a Delaware corporation ("Parent"), Spherix Acquisition Corp. II, a Delaware corporation and a wholly-owned subsidiary of Parent (the "Purchaser"), and _____ ("Stockholder"). All capitalized terms used but not otherwise defined in this Agreement shall have the respective meanings ascribed to such terms in the Patent Purchase Agreement referred to below.

WHEREAS, as of the date hereof, Stockholder is the record and beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of the number of shares of voting common or preferred stock (including any such shares of common stock which are Restricted Shares, whether vested or unvested), par value \$0.0001, of the Parent ("Parent Stock") set forth opposite Stockholder's name on Schedule A (all such shares set forth on Schedule A, together with any shares of Parent Stock of the Parent that are hereafter issued to or otherwise acquired or owned by Stockholder prior to the termination of this Agreement, being referred to herein as the "Subject Shares");

WHEREAS, Parent, the Purchaser and Rockstar Consortium US Limited Partnership ("RS") have entered into a Patent Purchase, Agreement, dated as of the date hereof and as it may be amended from time to time (the "PPA"), which provides, among other things, for the Purchaser to acquire certain patents and rights from RS and for RS to receive in consideration thereof \$60,000,000 of securities of the Parent (the "Securities"), which securities are subject to certain mandatory redemption obligations, upon the terms and subject to the conditions set forth in the PPA;

WHEREAS, inasmuch as RS is an existing beneficial owner of Common Stock of the Parent and Rules of The NASDAQ Capital Market ("NASDAQ") applicable to Parent require the affirmative vote, or resolution in writing of a majority of the Common Stock, of Parent (the "Stockholder Approval") in order for RS to beneficially own in excess of 4.99% (if RS holds in excess of 4.99% of the Parent's voting Common Stock), or 19.99% otherwise, of the Parent's voting Common Stock pursuant to the PPA (the "Issuance Limit"); and

WHEREAS, RS desires certain assurances, and Stockholder has indicated a willingness to provide assurance, regarding the Stockholder's support for the Stockholder Approval, and as an inducement and in consideration therefor, Stockholder (in Stockholder's capacity as a holder of the Subject Shares) has agreed to, enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I – INTENTIONALLY OMITTED

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF STOCKHOLDER

Stockholder represents and warrants to Parent that:

2.1. **Authorization; Binding Agreement.** He or she has full legal capacity, right and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Stockholder, and constitutes a valid and binding obligation of Stockholder enforceable against Stockholder in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar Laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law).

2.2. **Non-Contravention.** The execution and delivery of this Agreement by Stockholder does not, and the performance by Stockholder of Stockholder's obligations hereunder and the consummation by Stockholder of the transactions contemplated hereby will not (i) violate any Laws applicable to Stockholder or Stockholder's Subject Shares, or (ii) except as may be required by federal securities Law, require any consent, approval, order, authorization or other action by, or filing with or notice to, any Person (including any Governmental Entity) under, constitute a default (with or without the giving of notice or the lapse of time or both) under, or give rise to any right of termination, cancellation or acceleration under, or result in the creation of any Encumbrances on any of the Subject Shares pursuant to, any Contract, Order or other instrument binding on Stockholder or any applicable Law, except, in each case, for matters that, individually or in the aggregate, would not reasonably be expected to prevent or materially delay or impair the consummation by Stockholder of the transactions contemplated by this Agreement or otherwise materially adversely impact Stockholder's ability to perform its obligations hereunder.

2.3. **Ownership of Subject Shares; Total Shares.** Stockholder is the record or beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of Stockholder's Subject Shares and has good and marketable title to such Subject Shares free and clear of any liens, claims, proxies, voting trusts or agreements, options, rights, understandings or arrangements or any other encumbrances or restrictions whatsoever on title, transfer or exercise of any rights of a stockholder in respect of such Subject Shares (collectively, "Encumbrances"), except (i) as provided hereunder, (ii) pursuant to any applicable restrictions on transfer under the Securities Act or (iii) with respect to Restricted Stock, the risk of forfeiture, restrictions on transfer and any other encumbrances or restrictions set forth in the relevant restricted stock agreement and Benefit Plan (collectively, "Permitted Encumbrances"). The Subject Shares listed on Schedule A opposite Stockholder's name constitute all of the shares of Common Stock of the Parent beneficially owned by Stockholder as of the date hereof. Except pursuant to the PPA, no Person has any contractual or other right or obligation to purchase or otherwise acquire any of Stockholder's Subject Shares.

2.4. **Voting Power.** Stockholder has full voting power with respect to Stockholder's Subject Shares, and full power of disposition, full power to issue instructions with respect to the matters set forth herein and full power to agree to all of the matters set forth in this Agreement, in each case with respect to all of Stockholder's Subject Shares. None of Stockholder's Subject Shares are subject to any stockholders' agreement, proxy, voting trust or other agreement or arrangement with respect to the voting of such Subject Shares, except as provided hereunder.

2.5. **Reliance.** Stockholder has had the opportunity to review the PPA and this Agreement with counsel of Stockholder's own choosing. Stockholder understands and acknowledges that Parent and the Purchaser are entering into the PPA in reliance upon Stockholder's execution, delivery and performance of this Agreement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF PARENT AND THE PURCHASER

Each of Parent and the Purchaser represent and warrant to Stockholder that:

3.1. **Organization; Authorization.** Parent and the Purchaser are each duly organized, validly existing and in good standing under the Laws of the State of Delaware. The consummation of the transactions contemplated hereby are within each of Parent's and the Purchaser's corporate powers and have been duly authorized by all necessary corporate actions on the part of Parent and the Purchaser. Parent and the Purchaser have full corporate power and authority to execute, deliver and perform this Agreement.

3.2. **Binding Agreement.** This Agreement has been duly authorized, executed and delivered by each of Parent and the Purchaser and constitutes a legal, valid and binding obligation of Parent and the Purchaser enforceable against Parent and the Purchaser in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar Laws relating to or affecting creditors' rights generally and general equitable principles (whether

considered in a proceeding in equity or at law).

ARTICLE IV ADDITIONAL COVENANTS

4.1. Stockholder hereby covenants and agrees that until the termination of this Agreement:

(a) **Voting of Subject Shares; Proxy.** At every meeting of the stockholders of the Parent called, and at every adjournment or postponement thereof, Stockholder shall, or shall cause the holder of record on any applicable record date to, include Stockholder's Subject Shares in any computation for purposes of establishing a quorum at any such meeting and vote Stockholder's Subject Shares (the "Vote Shares") (i) in favor of (A) approval of the PPA and the transactions contemplated thereunder (including authorizations and approvals required by NASDAQ for issuance of Securities in excess of the Issuance Limit) and (B) approval of any proposal to adjourn or postpone the meeting to a later date, if there are not sufficient votes for the approval of the PPA or such other transaction on the date on which such meeting is held, and/or (ii) in favor of any other matter necessary for consummation of the transactions contemplated by the PPA, which is considered at any such meeting of the Parent stockholders. The Stockholder furthermore agrees to execute an action by written consent in lieu of a meeting of the stockholders of the Parent with respect to the matters set forth in this Section 4.1(a), in a manner consistent with the provisions of this Section 4.1(a) and acceptable to Stockholder.

(b) **Documentation and Information.** Except as required by applicable Law, Stockholder shall not make any public announcement regarding this Agreement and the transactions contemplated hereby without the prior written consent of Parent, provided, that if Stockholder determines, based upon advice of counsel, that a public announcement is required by applicable Law, Stockholder shall use its commercially reasonable efforts to provide the other parties hereto reasonable advance notice of such determination and reasonable time to comment on such announcement in advance of such issuance. Stockholder consents to and hereby authorizes Parent and the Purchaser to publish and disclose in all documents and schedules filed with the SEC, and any press release or other disclosure document that Parent or the Purchaser reasonably determines to be necessary in connection with the transactions contemplated by the PPA, Stockholder's identity and ownership of the Subject Shares, the existence of this Agreement and the nature of Stockholder's commitments and obligations under this Agreement, and Stockholder acknowledges that Parent and the Purchaser may, in Parent's sole discretion, file this Agreement or a form hereof with the SEC or any other Governmental Entity. Stockholder agrees to promptly give Parent any information it may reasonably require for the preparation of any such disclosure documents, and Stockholder agrees to promptly notify Parent of any required corrections with respect to any written information supplied by Stockholder specifically for use in any such disclosure document, if and to the extent that any such information shall have become false or misleading in any material respect.

(c) **Adjustments.** In the event (a) of any stock split, stock dividend, merger, reorganization, recapitalization, reclassification, combination, exchange of shares or the like of the capital stock of the Parent affecting the Subject Shares or (b) that Stockholder shall become the beneficial owner of any additional shares of Parent Common Stock, then the terms of this Agreement shall apply to the shares of Parent Common Stock held by Stockholder immediately following the effectiveness of the events described in clause (a) or Stockholder becoming the beneficial owner thereof as described in clause (b), as though, in either case, they were Subject Shares hereunder. In the event that Stockholder shall become the beneficial owner of any other Equity Interests entitling the holder thereof to vote or give consent with respect to the matters set forth in Section 4.1 hereof, then the terms of Section 4.1 hereof shall apply to such other Equity Interests as though they were Subject Shares hereunder.

4.2. Parent hereby covenants and agrees that until the termination of this Agreement:

(a) **Current Report.** Parent covenants and agrees that within one (1) business day following the execution of this Agreement, the PPA and the effectiveness thereof, to file with the Securities and Exchange Commission a Current Report on Form 8-K disclosing the terms and provisions of this Agreement and additionally the material non-public information provided to Stockholder in connection therewith after which filing there shall exist no information provided to Stockholder not made generally available to stockholders and furnished pursuant to Regulation FD under the Securities Exchange Act of 1934, as amended. In the event that the PPA has not been executed this Agreement Parent shall nonetheless file a Current Report on Form 8-K no later than January 2, 2014 which discloses the material non public information provided to Stockholder.

ARTICLE V MISCELLANEOUS

5.1. **Notices.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be either hand delivered in person, sent by facsimile, sent by electronic mail (if also confirmed by facsimile sent during normal business hours of the recipient, effective as of the delivery of the facsimile; if not sent via facsimile during normal business hours, then on the next Business Day), sent by certified or registered first-class mail, postage prepaid, or sent by nationally recognized express courier service. Such notices and other communications shall be effective upon receipt if hand delivered or sent by facsimile or electronic mail, three Business Days after mailing if sent by mail, and one Business Day after dispatch if sent by

express courier, (i) if to Parent or the Purchaser, to the address, facsimile number or e-mail address set forth in Section 8.3 of the PPA and (ii) if to Stockholder, to Stockholder's address, facsimile number or e-mail address set forth on a signature page hereto, or to such other address, facsimile number or e-mail address as such party may hereafter specify for the purpose by notice to each other party hereto.

5.2. **Termination.** This Agreement shall terminate automatically, without any notice or other action by any Person, upon the first to occur of (i) the termination of the PPA in accordance with its terms, and (ii) the mutual written consent of the parties hereto. Upon termination of this Agreement, no party shall have any further obligations or liabilities under this Agreement; provided, however, that (x) nothing set forth in this Section 5.2 shall relieve any party from liability for any breach of this Agreement prior to termination hereof and (y) the provisions of this Article V shall survive any termination of this Agreement.

5.3. **Amendments and Waivers.** Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement or, in the case of a waiver, by each party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

5.4. **Expenses.** Except as set forth in the PPA, all fees and expenses incurred in connection herewith and the transactions contemplated hereby shall be paid by the party incurring such fees and expenses.

5.5. **Assignment; No Third-Party Beneficiaries.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties (whether by operation of law or otherwise) without the prior written consent of the other parties and any assignment without such prior written consent shall be null and void. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement (including the right to rely upon the representations and warranties set forth herein).

5.6. **Governing Law; Venue.**

(a) This Agreement and all claims and causes of action arising out of, based upon, or related to this Agreement or the negotiation, execution or performance hereof, shall be governed by and construed, interpreted and enforced in accordance with, the Laws of the State of New York (without giving effect to principles or rules of conflict of Laws, whether of the State of New York or any other jurisdiction, to the extent such principles or rules would require or permit the application of the Laws of another jurisdiction).

(b) Any action, claim, suit or proceeding between the parties hereto arising out of, based upon or relating to this Agreement or the transactions contemplated hereby shall be brought solely in the Court of Chancery of the State of Delaware and any state appellate court therefrom within the State of Delaware (or, if the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware and any direct appellate court therefrom). Each party hereby irrevocably submits to the exclusive jurisdiction of such courts in respect of any such action, claim, suit or proceeding and agrees that it will not bring any such action, claim, suit or proceeding in any other court. Furthermore, each party hereby irrevocably waives and agrees not to assert as a defense, counterclaim or otherwise, in any such action, claim, suit or proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve process in accordance with Section 5.1, (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) to the fullest extent permitted by applicable Law, any claim that (A) the action, claim, suit or proceeding in such court is brought in an inconvenient forum, (B) the venue of the action, claim, suit or proceeding is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. Each party agrees that notice or the service of process in any action, claim, suit or proceeding arising out of, based upon or relating to this Agreement or the transactions contemplated hereby shall be properly served or delivered if delivered in the manner contemplated by Section 5.1 or in such other manner as may be permitted by applicable Law.

(c) EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL RIGHT SUCH PARTY MAY HAVE TO TRIAL BY JURY IN ANY LEGAL ACTION, SUIT OR PROCEEDING BETWEEN THE PARTIES HERETO ARISING OUT OF, BASED UPON OR RELATING TO THIS AGREEMENT OR THE NEGOTIATION, EXECUTION OR PERFORMANCE HEREOF. EACH OF THE PARTIES (1) CERTIFIES THAT NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (2) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT,

AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.6(c).

5.7. **Counterparts.** This Agreement may be executed in one or more counterparts (including via facsimile, .pdf or other electronic means), and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. This Agreement, and any amendments hereto, waivers hereof or consents or notifications hereunder, to the extent signed and delivered by means of facsimile, .pdf or other electronic means, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any party, each other party shall re-execute original forms thereof and deliver them to all other parties. No party shall raise the use of a facsimile machine or email to deliver a signature or the fact that any signature or Contract was transmitted or communicated by facsimile, .pdf or other electronic means as a defense to the formation of a contract, and each such party forever waives any such defense.

5.8. **Entire Agreement.** This Agreement, together with Schedule A, constitutes the entire agreement of the parties and supersedes all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof and thereof.

5.9. **Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

5.10. **Specific Performance.** The parties hereto agree that if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, irreparable damage would occur, no adequate remedy at law would exist and damages would be difficult to determine. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement exclusively in the Chancery Court of the State of Delaware and any state appellate court therefrom within the State of Delaware (or, if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware) and any such injunction shall be in addition to any other remedy to which any party is entitled, at law or in equity. In connection with any action for specific performance, each party hereby irrevocably waives (i) the defense of adequacy of a remedy at law and (ii) any requirement for the securing or posting of any bond in connection with the remedies referred to in this Section 5.10.

5.11. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.12. **Mutual Drafting; Interpretation.** Each party hereto has participated in the drafting of this Agreement, which each party acknowledges is the result of extensive negotiations between the parties. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision. For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa, the masculine gender shall include the feminine and neuter genders, the feminine gender shall include the masculine and neuter genders and the neuter gender shall include masculine and feminine genders. As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation." Except as otherwise indicated, all references in this Agreement to "Sections," "Articles" and "Schedules" are intended to refer to Sections, Articles and Schedules to this Agreement. Schedule A attached to this Agreement constitutes a part of this Agreement and is incorporated herein for all purposes. The words "hereof," "hereto," "hereby," "herein," "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular section or article in which such words appear. All references in this Agreement to "\$" are references to United States dollars. Unless otherwise specifically provided for herein, the term "or" shall not be deemed to be exclusive.

5.13. **Further Assurances.** Parent, the Purchaser and Stockholder will execute and deliver, or cause to be executed and delivered, all further documents and instruments and use their respective reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws and regulations, to perform their respective obligations under this Agreement.

5.14. **Capacity as Stockholder.** Stockholder signs this Agreement solely in Stockholder's capacity as a stockholder of the Parent, and not in Stockholder's capacity as a director, officer or employee of the Parent or any Parent Subsidiary. Notwithstanding anything herein to the contrary, nothing herein shall in any way restrict a director or officer of the Parent in the exercise of his or her fiduciary duties as a director or officer of the Parent or prevent or be construed to create any

obligation on the part of any director or officer of the Parent from taking any action in his or her capacity as such director, officer, trustee or fiduciary.

5.15. **No Agreement Until Executed.** This Agreement shall not be effective unless and until (i) the PPA is executed by all parties thereto and (ii) this Agreement is executed by all parties hereto.

5.16. **No Ownership Interest.** Except as otherwise provided herein, nothing contained in this Agreement shall be deemed to vest in Parent or the Purchaser any direct or indirect ownership or incidence of ownership of or with respect to the Subject Shares. Except as otherwise provided herein or in the PPA, all rights, ownership and economic benefits of and relating to the Subject Shares shall remain vested in and belong to Stockholder, and neither Parent nor the Purchaser shall have any authority to manage, direct, restrict, regulate, govern, or administer any of the policies or operations of the Parent or exercise any power or authority to direct Stockholder in the voting of any of the Shares.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Voting and Support Agreement as of the date set forth above.:

SPHERIX INCORPORATED:

By: _____
Name:
Title:

STOCKHOLDER:

By: _____
Name:
Title:

Shares owned:

Common Stock: _____

Series D Preferred Stock: _____

Other: _____