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 17, 2014

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

Delaware	001-34785	20-4988129
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

780 Third Avenue, 12th Floor, New York, NY 10017
(Address of Principal Executive Offices and Zip Code)

Registrant's telephone number, including area code: (212) 309-7549

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 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer or Listing.

On December 18, 2014, Vringo, Inc. (the "Company") received a notification letter from The NASDAQ Stock Market ("NASDAQ") informing the Company that for the last 30 consecutive business days, the bid price of the Company's securities had closed below $1.00 per share, which is the minimum required closing bid price for continued listing on NASDAQ Capital Market pursuant to Listing Rule 5550(a)(2).

This notice has no immediate effect on the Company's NASDAQ listing; the Company has 180 calendar days, or until June 16, 2015, to regain compliance. To regain compliance, the closing bid price of the Company's securities must be at least $1.00 per share for a minimum of ten consecutive business days. If the Company does not regain compliance by June 16, 2015, the Company may be eligible for additional time to regain compliance or if the Company is otherwise not eligible, the Company may request a hearing before a Hearings Panel.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) Employment Agreement - Anastasia Nyrkovskaya

On December 19, 2014, Vringo, Inc. (the "Company") entered into a new employment agreement with Anastasia Nyrkovskaya for an eighteen month term, which terminates and supersedes the letter agreement entered into between the parties on April 24, 2013. Under the terms of her employment agreement, Ms. Nyrkovskaya will continue to receive her annual base salary of $315,000. Ms. Nyrkovskaya's employment agreement, may be terminated upon death, disability, by the Company with or without Cause (as defined below), by Ms. Nyrkovskaya with or without Good Reason (as defined below) or on the last day of the term of the employment agreement. In the event the employment agreement is terminated for (i) Good Reason by Ms. Nyrkovskaya, or (ii) by the Company without Cause, Ms. Nyrkovskaya shall be entitled to receive (A) the payment of any base salary earned but unpaid through the date of termination and any other payment or benefit to which she is entitled under the applicable terms of any other arrangement with the Company through the date the employment period is terminated, (B) an amount of base salary (at the rate of base salary in effect immediately prior to such termination) equal to twelve months of base salary, and (C) COBRA continuation coverage paid in full by the Company for up to a maximum of twelve months following the date of termination.

In the event the employment agreement is terminated by the Company for Cause, without Good Reason by Ms. Nyrkovskaya, or the parties elect not to renew the agreement, Ms. Nyrkovskaya will be entitled to payment of any base salary earned but unpaid through the date of termination and any other payment or benefit to which she is entitled under the applicable terms of any other arrangement with the Company. In case the agreement is terminated by Ms. Nyrkovskaya without Good Reason, she shall provide the Company with a written notice, at least ninety calendar days prior to such termination.

"Cause" as used Ms. Nyrkovskaya's employment agreement means: (a) the willful and continued failure of Ms. Nyrkovskaya to perform substantially her duties and responsibilities for the Company (other than any such failure resulting from her death or disability) after a written demand by the chief executive officer for substantial performance is delivered to Ms. Nyrkovskaya by the Company, which specifically identifies the manner in which the chief executive officer believes that Ms. Nyrkovskaya has not substantially performed her duties and responsibilities, which willful and continued failure is not cured by Ms. Nyrkovskaya within thirty days of her receipt of such written demand; (b) the conviction of, or plea of guilty or nolo contendere to a felony, (c) breach of her non-compete obligations, (d) breach of the non-disclosure and non-solicitation agreement; or (e) a good faith finding by the chief executive officer that Ms. Nyrkovskaya has engaged in fraud, intentional dishonesty, or gross negligence. "Good Reason" as used Ms. Nyrkovskaya's employment agreement means (a) the assignment, without Ms. Nyrkovskaya's consent, to Ms. Nyrkovskaya of duties that result in a substantial diminution of the duties that she assumed; (b) the assignment, without Ms. Nyrkovskaya's consent, of a title that is subordinate to the title Chief Financial Officer; (c) a reduction in Ms. Nyrkovskaya's base salary; (d) the Company's requirement that Ms. Nyrkovskaya regularly report to work in a location that is more than fifty miles from the Company's current New York office, without Ms. Nyrkovskaya's consent; (e) a material breach by the Company of the agreement during its term. Ms. Nyrkovskaya's employment agreement also includes a covenant not to compete with the Company or solicit any material commercial relationships of the Company for a period of one year after Ms. Nyrkovskaya is actually no longer employed by the Company.

The foregoing description of the employment agreement is not complete and is subject to, and qualified in its entirety by, the full text of the consulting agreement with Ms. Nyrkovskaya, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

(b) On December 19, 2014 (the "Effective Date"), Mr. Alexander R. Berger resigned from his positions as Chief Operating Officer, Secretary and a member of the board of directors of the Company. The resignation was not the result of any disagreement with the Company on any matter relating to the Company's operations, policies or practices.

(e) *Consulting Agreement - Alexander R. Berger*

In connection with Mr. Berger's resignation from his positions at the Company, he has agreed to transition to the role of an independent consultant pursuant to a consulting agreement with the Company entered into on the Effective Date. The consulting agreement terminates and supersedes the employment agreement between Mr. Berger and the Company, with the exception of certain noncompetition, non-disclosure and non-solicitation provisions that are to continue through the term of the consulting agreement. As a condition of entering into the consulting agreement, Mr. Berger and the Company have agreed to execute a mutual general release of claims that either party has or in the future may have against the other up to the Effective Date. The consulting agreement will remain in effect from the Effective Date through September 30, 2016, unless earlier terminated by the Company or Mr. Berger. Pursuant to the consulting agreement Mr. Berger shall provide services to the Company under the direction and supervision of the Company's Chief Executive Officer and, for certain matters, the Company's Chief Legal and Intellectual Property Officer or Board of Directors and shall also remain a member of the board of directors of certain of the Company's subsidiaries.

Pursuant to the consulting agreement, Mr. Berger will receive a monthly retainer at a rate of $10,000 per month commencing on the Effective Date and until December 31, 2015, and as mutually agreed by the parties for the remainder of the term thereafter. In addition, all restricted stock units granted by the Company to Mr. Berger pursuant to the Vringo, Inc. 2012 Employee, Director and Consultant Equity Incentive Plan (the "Plan") and the agreement evidencing such grants shall continue to vest in accordance with their terms until Mr. Berger is no longer providing services to the Company, and all stock options outstanding, whether vested or unvested, shall as of the Effective Date be forfeited for no consideration.

The foregoing description of the consulting agreement is not complete and is subject to, and qualified in its entirety by, the full text of the consulting agreement with Mr. Berger, a copy of which is filed as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 8.01 Other Events.

Attached hereto as Exhibit 99.1 is a copy of a press release of the Company, dated December 19, 2014, announcing the Company's leadership transition.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description of Exhibits
10.1	Employment Agreement, dated December 19, 2014, by and between Vringo, Inc. and Anastasia Nyrkovskaya
10.2	Consulting Agreement, dated December 19, 2014, by and between Vringo, Inc. and Alexander R. Berger
99.1	Press release dated December 19, 2014

SIGNATURES

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

VRINGO, INC.

Date: December 19, 2014

By: /s/ Andrew D. Perlman
Name: Andrew D. Perlman
Title: Chief Executive Officer

Exhibit 10.1

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into as of the 19th day of December, 2014 (the "Effective Date"), and is by and between Anastasia Nyrkovskaya~~,~~ an individual residing at the address listed in Exhibit A ("Employee"), and Vringo, Inc., a Delaware corporation with principal offices located at 780 3rd Avenue, 12th Floor, New York, NY 10017 (the "Company").

WHEREAS, the Employee desires to continue to be employed by the Company as its Chief Financial Officer under the terms set forth herein and the Company wishes to continue to employ Employee in such capacity;

NOW, THEREFORE, in consideration of the foregoing recitals and the respective covenants and agreements of the parties contained in this document, the Company and Employee hereby agree as follows:

1. Employment and Duties.

(a) Subject to the terms of this Agreement, the Company agrees to continue to employ, and Employee agrees to continue to serve, as its Chief Financial Officer. The duties and responsibilities of Employee shall include the duties and responsibilities normally associated with such positions and such other duties and responsibilities consistent with such positions as the Company's Chief Executive Officer may from time to time reasonably assign in good faith to Employee. At all times during the term of this Agreement, the Employee shall report directly to the Chief Executive Officer ("CEO").

(b) Employee shall devote substantially all of her working time and efforts during the Company's normal business hours to the business and affairs of the Company and its subsidiaries and to the diligent and faithful performance of the duties and responsibilities duly assigned to him pursuant to this Agreement. Notwithstanding the foregoing, nothing herein shall preclude Employee from (i) performing services for such other companies as the Company may designate or permit, (ii) serving, with the prior written consent of the CEO, which consent shall not be unreasonably withheld, as an officer or member of the boards of directors or advisory boards (or their equivalents in the case of a non-corporate entity) of non-competing businesses or charitable, educational or civic organizations, (iii) engaging in charitable activities and community affairs, and (iv) managing Employee's personal investments and affairs; provided, however, that the activities set out in clauses (i), (ii), (iii) and (iv) shall be limited by Employee so as not to materially interfere, individually or in the aggregate, with the performance of Employee's duties and responsibilities hereunder.

(c) The Company hereby agrees to employ Employee and Employee hereby accepts employment with the Company, upon the terms set forth in this Agreement, for the period commencing on the Effective Date and ending on the eighteen (18) month anniversary of the Effective Date, unless sooner terminated in accordance with the provisions of Section 7 below (the "Employment Term"). At the end of the Employment Term this Agreement shall terminate except as otherwise provided herein.

2. Place of Employment. Employee's services shall be performed at the Company's offices located at 780 3rd Avenue, 12th Floor, New York 10017 and any other locus where the Company and Employee mutually agree is an acceptable location from which Employee's services may be performed. The parties acknowledge that any location in the Borough of Manhattan, City of New York, is an acceptable location. The parties further acknowledge, however, that Employee may be required to travel extensively in connection with the performance of his duties hereunder which travel may be for extended periods of time.

3. Base Salary. For all services to be rendered by Employee pursuant to this Agreement, the Company agrees to pay Employee during the term of this Agreement an annual base salary, less applicable taxes, including income tax, FICA and FUTA, and other appropriate deductions (the "Base Salary") at an annual rate of three hundred fifteen thousand dollars ($315,000). The Compensation Committee shall review the Base Salary on an annual basis and may increase the Base Salary in its sole discretion. The Base Salary shall be paid in periodic installments in accordance with the Company's regular payroll practices.

4. Bonuses and Incentive Compensation. On an annual basis, or such other period to be determined by the Compensation Committee, Employee shall be entitled to be considered for a bonus. The size of such periodic bonus and the criterion for receipt of such periodic bonus shall be determined by the Compensation Committee. To the extent that the Company is required pursuant to Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act to develop and implement a policy (the "Policy") providing for the recovery from the Employee of any payment of incentive-based compensation paid to the Employee that was based upon erroneous data contained in an accounting statement, this Agreement shall be deemed amended and the Policy incorporated herein by reference as of the date that the Company takes all necessary corporate action to adopt the Policy, without requiring any further action of the Company or the Employee; provided, that, any such Policy shall only be binding on the Employee if the same Policy applies to any other Company employees.

5. Expenses. Employee shall be entitled to reimbursement for all reasonable and appropriate travel, entertainment, and other expenses incurred by Employee while employed (in accordance with the policies and procedures established by the Company for its employees) in the performance of his duties and responsibilities under this Agreement; provided, that, Employee properly accounts for such expenses in accordance with Company policies and procedures. The Employee shall be responsible for any unreasonable or inappropriate expenses incurred in violation of Company policies and procedures.

6. Other Benefits. Employee shall be eligible to participate in all benefit programs that are generally available to the Company's employees, including vacation, Company-subsidized medical, dental, and vision insurance coverage and, at your election, life insurance and/or long-term disability coverage which current benefits are described more fully in the Ambrose Orientation Guide.

7. Termination of Employment.

(a) General. The Employee's employment hereunder shall terminate upon the earliest to occur of: (i) Employee's death, (ii) a termination by reason of Employee's Disability, (iii) a termination by the Company with or without Cause, or (iv) a termination by Employee with or without Good Reason. Notwithstanding anything herein to the contrary, the payment (or commencement of a series of payments) hereunder of any nonqualified deferred compensation (within the meaning of Section 409A of the Internal Revenue Code, (the "Code")) upon a termination of employment shall be delayed until such time as Employee has also undergone a "separation from service" as defined in Treas. Reg. 1.409A-1(h), at which time such nonqualified deferred compensation (calculated as of the date of Employee's termination of employment hereunder) shall be paid (or commence to be paid) to Employee on the schedule set forth in this Section 7 as if Employee had undergone such termination of employment (under the same circumstances) on the date of Employee's ultimate "separation from service."

(b) Death. If Employee dies while this Agreement is in effect, this Agreement and the Employee's employment with the Company shall automatically terminate and the Company shall have no further obligations to the Employee or his heirs, administrators or executors with respect to compensation and benefits accruing thereafter, except for the obligation to pay to the Employee's heirs, administrators or executors (i) any earned but unpaid Base Salary up to and through the date of termination, (ii) any and all reasonable expenses paid or incurred by the Employee in connection with and related to the performance of his duties and responsibilities for the Company up to and through the date of termination, and (iii) any benefits provided under the Company's employee benefit plans pursuant to, and in accordance with, the terms of such plans through the date of termination (collectively, the "Accrued Obligations"). The Company shall deduct, from all payments made hereunder, all applicable taxes, including income tax, FICA and FUTA, and other appropriate deductions.

(c) Disability. In the event that while this Agreement is in effect the Company determines that the Employee is unable to perform his essential duties and responsibilities hereunder to the full extent required by the Company by reason of a Disability (as defined below), this Agreement and the Employee's employment with the Company shall terminate immediately upon notice to the Employee, and the Company shall have no further obligations or liability to the Employee or his heirs, administrators or executors with respect to compensation and benefits accruing thereafter, except for the obligation to pay the Accrued Obligations. The Company shall deduct, from all payments made hereunder, all applicable taxes, including income tax, FICA and FUTA, and other appropriate deductions. For purposes of this Agreement, "Disability" shall mean a physical or mental disability that prevents the performance by the Employee, with or without reasonable accommodation, of his essential duties and responsibilities hereunder for ninety (90) consecutive days, or an aggregate of one-hundred and eighty (180) days during any twelve consecutive months, as determined consistent with applicable law. It is expressly acknowledged and agreed that the decision as to whether and as of what date Employee has a Disability shall be determined by the Company.

(d) By the Company for Cause.

(1) The Company may at any time terminate this Agreement and the Employee's employment hereunder for Cause. Such termination shall be effective immediately upon notice to the Employee.

"Cause" as used in this Agreement shall mean: (a) the willful and continued failure of the Employee to perform substantially his duties and responsibilities for the Company (other than any such failure resulting from Employee's death or Disability) after a written demand by the CEO for substantial performance is delivered to the Employee by the Company, which specifically identifies the manner in which the CEO believes that the Employee has not substantially performed his duties and responsibilities and explicitly states that termination for "Cause" under Section 7(d) of this Agreement, which willful and continued failure is not cured by the Employee within thirty (30) days of his receipt of such written demand; (b) the conviction of, or plea of guilty or *nolo contendere* to a felony, (c) a breach of Section 8 of this Agreement, (d) a breach of the Non-Disclosure and Non-Solicitation Agreement between Employee and Company; or (e) a good faith finding by the CEO that Employee has engaged in fraud, intentional dishonesty, or gross negligence.

(2) Upon termination of this Agreement for Cause, the Company shall have no further obligations or liability to the Employee or his heirs, administrators or executors with respect to compensation and benefits thereafter, except for the obligation to pay the Employee the Accrued Obligations. The Company shall deduct, from all payments made hereunder, all applicable taxes, including income tax, FICA and FUTA, and other appropriate deductions.

(3) It is expressly acknowledged and agreed that the decision as to whether "Cause" exists for termination of the employment relationship by the Company is delegated to the CEO for determination.

(e) By the Employee for Good Reason.

(1) Subject to the conditions set forth in Section 7(e)(2) below, the Employee may terminate this Agreement and the Employee's employment with the Company for Good Reason. "Good Reason" as used in this Agreement shall mean the occurrence of any of the following events: (a) the assignment, without the Employee's consent, to the Employee of duties that result in a substantial diminution of the duties that he assumed on the Effective Date; (b) the assignment, without the Employee's consent, to the Employee of a title that is subordinate to the title set forth in Section 1 above; (c) a material reduction in Employee's Base Salary; (d) the Company's requirement that Employee regularly report to work in a location that is more than fifty miles from the Company's then office in the Borough of Manhattan, City of New York without the Employee's consent, provided that travel even if for extended period of time shall not constitute Good Reason; or (e) a material breach by the Company of this Agreement during the Employment Term.

(2) The Employee shall not be entitled to terminate this Agreement for Good Reason unless and until he shall have delivered written notice to the Company of his intention to terminate this Agreement and his employment with the Company for Good Reason within thirty (30) days of the initial occurrence of the condition(s) constituting Good Reason, which notice specifies in reasonable detail the circumstances claimed to provide the basis for such termination for Good Reason, and the Company shall not have eliminated the circumstances constituting Good Reason within thirty (30) days of its receipt from the Employee of such written notice. The Company shall retain the discretion to terminate the Employee at any time without Cause (or for Cause if in accordance with Section 7(d)) during the Good Reason notice period provided for in this Section 7(e)(2).

(3) In the event that the Employee terminates this Agreement and his employment with the Company for Good Reason, the Company shall pay or provide to the Employee (or, following his death, to the Employee's heirs, administrators or executors):

(A) The Accrued Obligations through the date of termination of employment.

(B) An amount of Base Salary (at the rate of Base Salary in effect immediately prior to the Employee's termination hereunder) equal to twelve (12) months of Base Salary. Except as otherwise provided in this Agreement, the Company shall pay to Employee the amounts provided in this Section 7(e)(3)(B) in substantially equal installments commencing on the Company's next regular payroll date following the date the Release (referenced in Section 7(i) below) becomes irrevocable and enforceable; provided, however, that if the ninety (90) day period referenced in Section 7(i) below begins in one calendar year and ends in the following calendar year, the Company shall pay to Employee the amounts provided in this Section 7(e)(3)(B) in substantially equal installments commencing on the Company's first eligible regular payroll date occurring in the following calendar year. The Company shall deduct, from all payments made hereunder, all applicable taxes, including income tax, FICA and FUTA, and other appropriate deductions.

(C) Subject to Section 7(i) below, COBRA continuation coverage paid in full by the Company, so long as Employee has not become actually covered by the medical plan of a subsequent employer during any such month and is otherwise entitled to COBRA continuation coverage, with such payments for up to a maximum of twelve (12) months following the date of termination. After such period, Employee is responsible for paying the full cost for any additional COBRA continuation coverage to which Employee is then entitled. If the Company's payment of the COBRA premiums on the Employee's behalf would violate the nondiscrimination rules or cause the reimbursement of claims to be taxable under the Patient Protection and Affordable Care Act of 2010, together with the Health Care and Education Reconciliation Act of 2010 (collectively, the "Act") or Section 105(h) of the Code, the Company paid premiums shall be treated as taxable payments and be subject to imputed income tax treatment to the extent necessary to eliminate any discriminatory treatment or taxation under the Act or Section 105(h) of the Code.

(f) By Employee without Good Reason. The Employee shall be entitled to terminate this Agreement and the Employee's employment with the Company without Good Reason at any time by providing prior written notice to the Company of at least ninety (90) calendar days; provided, however, that the Company shall maintain the discretion to terminate the Employee at any time during the notice period set forth in this Section 7(f). Upon termination by the Employee of this Agreement and the Employee's employment with the Company without Good Reason, the Company shall have no further obligations or liability to the Employee or his heirs, administrators or executors with respect to compensation and benefits thereafter, except for the obligation to pay the Employee the Accrued Obligations through the date the Employee is terminated. The Company shall deduct, from all payments made hereunder, all applicable taxes, including income tax, FICA and FUTA, and other appropriate deductions.

(g) By the Company without Cause. The Company shall be entitled to terminate this Agreement and the Employee's employment with the Company at any time without Cause upon written notice to the Employee. Upon termination by the Company of this Agreement and the Employee's employment with the Company without Cause in accordance with the Company's notice of termination, the Company shall pay or provide to the Employee at the time the Company has in fact terminated the Employee (or, following his death, to the Employee's heirs, administrators or executors) the amounts and benefits due upon a resignation for Good Reason, as further described in Section 7(e)(3). The Company shall deduct, from all payments made hereunder, all applicable taxes, including income tax, FICA and FUTA, and other appropriate deductions. If the Employee leaves prior to the date of termination set forth in the notice the Company shall have no obligation to pay the Employee any amounts or benefits as set forth in this Section 7(g) and such termination shall be treated as a termination by Employee without Good Reason pursuant to Section 7(f).

(h) Release of Claims. It is agreed that an express condition of the payment or provision by the Company of any severance amount or post-termination benefit called for under Section 7(e)(3) and Section 7(g) of this Agreement (other than the payment of any Accrued Obligations) shall be subject to the Company's concurrent receipt of a general release of all claims against the Company and its affiliates by Employee in the form reasonably acceptable to the Company and Employee, and such release must be effective and irrevocable prior to the ninetieth (90^{th}) day following the termination of the Employee's employment (the "Release").

(i) Additional Section 409A Provisions. Notwithstanding any provision in this Agreement to the contrary:

(1) Any payment otherwise required to be made hereunder to Employee at any date as a result of the termination of Employee's employment that constitutes non-qualified deferred compensation subject to Section 409A of the Code shall be delayed for such period of time as may be necessary to meet the requirements of Section 409A(a)(2)(B)(i) of the Code (the "Delay Period"). On the first business day following the expiration of the Delay Period, Employee shall be paid, in a single cash lump sum, an amount equal to the aggregate amount of all payments delayed pursuant to the preceding sentence, and any remaining payments not so delayed shall continue to be paid pursuant to the payment schedule set forth herein.

(2) Each payment in a series of payments hereunder shall be deemed to be a separate payment for purposes of Section 409A of the Code.

(3) To the extent that any right to reimbursement of expenses or payment of any benefit in-kind under this Agreement constitutes nonqualified deferred compensation (within the meaning of Section 409A of the Code), (i) any such expense reimbursement shall be made by the Company no later than the last day of the taxable year following the taxable year in which such expense was incurred by Employee, (ii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (iii) the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year; provided, that, the foregoing clause shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Code solely because such expenses are subject to a limit related to the period the arrangement is in effect.

8. Covenant Not to Compete.

(a) The Employee recognizes that the services to be performed by him hereunder are special, unique and extraordinary. The parties confirm that it is reasonably necessary for the protection of the Company that the Employee agree, and accordingly, the Employee does hereby agree, that, he shall not, directly or indirectly, at any time during the "Restricted Period" within the "Restricted Area" engage in any "Restricted Business Activity" (as those terms are defined in Sections 8(b), (c) and (d) below).

(b) The term "Restricted Business Activity" as used in this Section 8, means that the Employee shall not, directly or indirectly:

(1) provide services, either on his own behalf or as an officer, director, partner, consultant, associate, employee, owner, agent, independent contractor, or co-venturer of any third party, (i) the primary value of which is monetizing patent portfolios or (ii) to any company primarily engaged in the business of monetizing patent portfolios. For the avoidance of doubt, engaging in the licensing of patents to or from third parties for the purpose of development and sale of products and services incorporating such patents by the licensee is not a competing activity; or

(2) solicit any material commercial relationships of the Company, other than in the furtherance of the business of the Company during the Employee's employment with the Company;

provided, however, that Restricted Business Activity shall not be construed to prevent the Employee from (i) owning, directly or indirectly, in the aggregate, an amount not exceeding two percent (2%) of the issued and outstanding voting securities of any class of any company whose voting capital stock is traded or listed on a national securities exchange or in the over-the-counter market; (ii) providing services to any division, department or branch of another company that does not itself engage in whole or in part in the business of innovation, development and monetization of mobile technologies and intellectual property; or (iii) soliciting any material commercial relationships of the Company for the purpose of selling products or providing services that are not the same or substantially similar to the products or services sold by the Company during the Employee's employment with the Company.

(c) The term "Restricted Period," as used in this Section 8, shall mean during the period of time the Employee is employed with the Company plus one (1) year after the date the Employee is actually no longer employed by the Company.

(d) The term "Restricted Area" as used in this Section 8 shall mean worldwide.

(e) If any of the restrictions contained in this Section 8 shall be deemed to be unenforceable by reason of the extent, duration or geographical scope thereof, or otherwise, then the court making such determination shall have the right to reduce such extent, duration, geographical scope, or other provisions hereof, and in its reduced form this Section shall then be enforceable in the manner contemplated hereby.

(f) The provisions of this Section 8 shall survive the termination of the Employee's employment hereunder and until the end of the Restricted Period.

9. Miscellaneous.

(a) The Employee acknowledges that the services to be rendered by him under the provisions of this Agreement are of a special, unique and extraordinary character and that it would be difficult or impossible to replace such services. Furthermore, the parties acknowledge that monetary damages alone would not be an adequate remedy for any breach by the Employee of this Agreement. Accordingly, the Employee agrees that any breach or threatened breach by him of this Agreement shall entitle the Company, in addition to all other legal remedies available to it, to apply to any court of competent jurisdiction to seek to enjoin such breach or threatened breach. The parties understand and intend that each restriction agreed to by the Employee hereinabove shall be construed as separable and divisible from every other restriction, that the unenforceability of any restriction shall not limit the enforceability, in whole or in part, of any other restriction, and that one or more or all of such restrictions may be enforced in whole or in part as the circumstances warrant. In the event that any restriction in this Agreement is more restrictive than permitted by law in the jurisdiction in which the Company seeks enforcement thereof, such restriction shall be limited to the extent permitted by law. The remedy of injunctive relief herein set forth shall be in addition to, and not in lieu of, any other rights or remedies that the Company may have at law or in equity.

(b) The Employee may not assign or delegate any of his rights or duties under this Agreement without the express written consent of the Company. The Company will require any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, the "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which executes and delivers the agreement provided for in this subsection (b) or which otherwise becomes bound by all of the terms and provisions of this Agreement by operation of law.

(c) This Agreement and any other agreement referenced herein, constitutes and embodies the full and complete understanding and agreement of the parties with respect to the Employee's employment by the Company, and supersedes all prior understandings and agreements, whether oral or written, between the Employee and the Company, and shall not be amended, modified or changed except by an instrument in writing executed by the party to be charged. The invalidity or partial invalidity of one or more provisions of this Agreement shall not invalidate any other provision of this Agreement. No waiver by either party of any provision or condition to be performed shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or any prior or subsequent time.

(d) Employee acknowledges that he has had the opportunity to be represented by separate independent counsel in the negotiation of this Agreement, has consulted with his attorney of choice, or voluntarily chose not to do so, concerning the execution and meaning of this Agreement, and has read this Agreement and fully understands the terms hereof, and is executing the same of his own free will. Employee warrants and represents that he has had sufficient time to consider whether to enter into this Agreement and that he is relying solely on his own judgment and the advice of his own counsel, if any, in deciding to execute this Agreement.

(e) This Agreement shall inure to the benefit of, be binding upon and enforceable against, the parties hereto and their respective successors, heirs, beneficiaries and permitted assigns.

(f) If this Agreement is terminated for any reason, Section 8 shall survive termination of this Agreement.

(g) [Intentionally Blank]

(h) The headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

(i) All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when personally delivered, sent by registered or certified mail, return receipt requested, postage prepaid, or by reputable national overnight delivery service (e.g. FedEx) for overnight delivery to the party at the address set forth in the preamble to this Agreement, or to such other address as either party may hereafter give the other party notice of in accordance with the provisions hereof. Notices shall be deemed given on the sooner of the date actually received or the third business day after deposited in the mail or one business day after deposited with an overnight delivery service for overnight delivery.

(j) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without reference to principles of conflicts of laws and each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in the County and State of New York.

(k) This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument. The parties hereto have executed this Agreement as of the date set forth above.

(l) The Employee represents and warrants to the Company, that he has the full power and authority to enter into this Agreement and to perform his obligations hereunder and that the execution and delivery of this Agreement and the performance of his obligations hereunder will not conflict with any agreement to which Employee is a party.

(m) Each Party will pay its own costs and expenses related to the transactions contemplated by this Agreement.

[*Remainder of Page Intentionally Left Blank*]

[*Signature Page Follows*]

[*Signature Page to Employment Agreement*]

IN WITNESS WHEREOF, the Employee and the Company have caused this Employment Agreement to be executed as of the date first above written.

/s/ Anastasia Nyrkovskaya
ANASTASIA NYRKOVSKAYA

VRINGO, INC.

By: /s/ Andrew D. Perlman
Name: Andrew D. Perlman
Title: Chief Executive Officer

Exhibit 10.2

VRINGO, INC.
780 Third Avenue, 12th Floor
New York, NY 10017
Telephone: (212) 309-7549
Facsimile: (646) 532-6775

December 19, 2014

Alexander R. Berger
c/o Vringo, Inc.
780 Third Avenue, 12th Floor
New York, NY 10017

Re: Consulting Arrangement

Dear Alex:

This letter agreement (the "**Agreement**") confirms the terms pursuant to which Vringo, Inc. (the "**Company**" or "**we**" and its correlatives) has agreed to retain Alexander R. Berger ("**Consultant**" or "**you**" and its correlatives) as a Consultant to the Company.

1. **Transition**. Upon the Effective Date (as defined below) of this Agreement, you transition to the role of a consultant and resign from your positions as Chief Operating Officer, Secretary and member of the Board of Directors of the Company and the Company hereby accepts your resignations from such positions. Except as specifically set forth in paragraph 8 of this Agreement, this Agreement terminates and supersedes the (i) Executive Employment Agreement and (ii) Non-Disclosure and Non-Solicitation Agreement (NDA) entered into on or about February 13, 2013 by and between Consultant and the Company (the "**Employment Agreement**") and that Consultant is not entitled to any salary, bonus, vacation, severance or other compensation or benefits accruing under the Employment Agreement, except that Consultant shall be entitled to his final pay and any accrued but unused vacation pay calculated in accordance with Company policy accruing up to the Effective Date of this Agreement.

2. **Services**. Consultant will be engaged to provide advice and services to the Company as an independent contractor. Consultant does not have, without express written authority, the right or the ability to bind Company to any obligation with a third party. The specific services Consultant shall provide to the Company shall include continued service on the Board of Directors of certain of the Company's subsidiaries as mutually agreed, and other services as set forth in the Description of Services attached hereto as Exhibit A. Consultant shall provide services in connection with the services listed on Exhibit A under the direction and supervision of Company's Chief Executive Officer and, for certain matters, the Company's Chief Legal and Intellectual Property Officer or Board of Directors.

3. **Term**. The term of this Agreement shall commence effective as of December 19, 2014 (the "**Effective Date**") and shall continue through and including September 30, 2016, unless terminated earlier by Consultant or the Company pursuant to paragraph 10 of this Agreement.

4. **Compensation and Expenses; Invoices**. The Company will compensate Consultant with a fee of $10,000 per month from the date hereof until December 31, 2015 and as mutually agreed by the parties from January 1, 2016 until September 30, 2016 for the services set forth on Exhibit A. The Company will reimburse Consultant for reasonable business expenses incurred in good faith in the performance of Consultant's services for the Company. Notwithstanding the foregoing, Consultant shall obtain advanced written approval by an officer of the Company prior to incurring any expense in excess of $1,000, individually or in the aggregate. Company shall not be responsible for payment of any taxes or insurance applicable to Consultant's engagement hereunder.

Consultant shall deliver to the Company by the fifteenth (15^{th}) day of each month an itemized list of expenses, accompanied by sufficient documentary matter to support such expenditures. Consultant shall deliver invoices via e-mail to xxx or through the electronic expense management system then in use by the Company, if any.

5. **Restricted Stock Units**. All restricted stock units (the "RSUs") granted by the Company to Consultant prior to the Effective Date pursuant to the Vringo, Inc. 2012 Employee, Director and Consultant Equity Incentive Plan (the "Plan") and the agreement evidencing such grants shall continue to vest in accordance with their terms.

6. **Options**. All stock options outstanding as of the Effective Date, whether vested or unvested, that were granted by the Company to the Consultant pursuant to the Plan shall as of the Effective Date be forfeited for no consideration.

7. **Representations and Warranties**. Consultant hereby represents and warrants that:

(i) Consultant is legally authorized to provide services in any jurisdiction in which Consultant will provide services to the Company;

(ii) Consultant does not believe that Consultant engaged in any fraudulent, improper, unethical, unlawful, reckless, grossly negligent or wrongful conduct while employed by the Company including, but not limited to, the NDA and any other agreement with the Company; and

(iii) Consultant has no knowledge of any fraudulent, improper, unethical, unlawful, reckless, grossly negligent or wrongful conduct by any current or former employee, officer, director, agent, consultant, or representative of the Company;

8. **Noncompetition, Non-Disclosure and Non-Solicitation.** Throughout the entire term of this Agreement the Consultant shall remain bound by all of the covenants set forth in Section 10 of the Employment Agreement entitled "Covenant Not to Compete" and Sections 1, 2, 5, 7 and 10-16 of the NDA, irrespective of whether Consultant or the Company chooses to terminate this Agreement prior to the end of the term.

9. **Covenants**. Consultant agrees that during the term of this Agreement, (i) nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties, (ii) Consultant shall be an independent contractor, and nothing herein shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Company and Consultant, (iii) Consultant shall perform Consultant's responsibilities hereunder in a professional manner, (iv) Consultant shall perform Consultant's responsibilities hereunder in a manner that does not infringe, or constitute an infringement or misappropriation of any patent, copyright, trademark, trade secret or other interest, proprietary or otherwise, of any individual or entity.

10. **Termination**. With or without Cause (as defined below), Consultant may terminate this Agreement at any time upon thirty (30) days written notice. The Company may terminate this Agreement for Cause at any time upon notice. During the period after notice of termination is given through actual termination, Consultant agrees to cooperate with Company in good faith on matters relating to this engagement. Upon any termination or expiration of this Agreement, (i) Consultant's engagement with Company shall terminate, (ii) Consultant shall not be eligible to receive any further fees or other compensation, remuneration, or consideration, and (iii) Consultant shall promptly return to Company any Confidential Information and/or other Company, documents, materials or property in Consultant's possession, custody or control. Upon any expiration or termination of Consultant's engagement with Company, or this Agreement, for whatever reason, and regardless of whether Company is otherwise in breach of any obligation to Consultant, the terms of Sections 8, 9, and 11 of this Agreement shall remain in full force and effect. "**Cause**" shall have the definition set forth in the Plan.

11. **Release of Claims.** As a condition of entering into this Agreement, Consultant and the Company hereby agree to execute a mutual General Release of any and all claims of any nature whatsoever that either party has, or in the future may have against the other, whether or not now known, from the beginning of time up to the Effective Date in the form attached hereto as Exhibit B.

12. **Miscellaneous.**

(i) Amendments; Waivers. No provision of this Agreement may be waived or amended except in a written instrument signed, in the case of an amendment, by Company and Consultant or, in the case of a waiver, by the party against whom enforcement of any such waiver is sought. No waiver of any breach with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent breach or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right.

(ii) Notice. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile or e-mail (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) one (1) business day after deposit with an overnight courier service with next day delivery specified, in each case, properly addressed to the party to receive the same. The addresses, facsimile numbers and e-mail addresses for such communications shall be as set forth on Exhibit C , or to such other address and/or facsimile number and/or to the attention of such other Person as the recipient party has specified by written notice given to each other party five (5) days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's facsimile machine or e-mail server containing the time, date, recipient facsimile number and an image of the first page of such transmission (if by facsimile), or (C) provided by an overnight courier service shall be rebuttable evidence of personal service, receipt by facsimile or e-mail, or receipt from an overnight courier service, in accordance with clause (i), (ii) or (iii) above, respectively.

(iii) Governing Law and Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and/or to be performed in that State, without regard to any choice of law provisions thereof.

In the event of a breach of the Agreement by either party, the non-breaching party shall inform the breaching party by letter of the suspected breach. The breaching party shall have ten (10) days to cure said breach. In the event the breach has not been cured within ten (10) days, then the non-breaching party may pursue arbitration as described below. Notwithstanding the foregoing, if there is a breach or threatened breach of the NDA, then the Company may immediately seek an injunction in a New York state or federal court to prevent the breach or threatened breach in aid of arbitration.

Any dispute arising between you and the Releasees under this Agreement, shall be submitted exclusively to binding arbitration before the American Arbitration Association ("AAA") for resolution. Such arbitration shall be conducted in New York, New York, and the arbitrator will apply New York law, including federal law as applied in New York courts. The arbitration shall be conducted in accordance with AAA Commercial Arbitration Rules as modified herein. The arbitration shall be conducted by a single arbitrator and the award of the arbitrator shall be final and binding on the parties, and judgment on the award may be confirmed and entered in any state or federal court in the State and City of New York. The arbitration shall be conducted on a strictly confidential basis, and you shall not disclose the existence of a claim, the nature of a claim, any documents, exhibits, or information exchanged or presented in connection with such a claim, or the result of any action (collectively, "**Arbitration Materials**"), to any third party, with the sole exception of your legal counsel, who also shall be bound by these confidentiality terms. In the event of any court proceeding to challenge or enforce an arbitrator's award, the parties hereby consent to the exclusive jurisdiction of the state and federal courts in New York, New York and agree to venue in that jurisdiction. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by delivering a copy thereof to such party in accordance with the notice provisions above. The parties agree to take all steps necessary to protect the confidentiality of the Arbitration Materials in connection with any such proceeding, agree to file all Proprietary Information (and documents containing Proprietary Information) under seal, and agree to the entry of an appropriate protective order encompassing the confidentiality terms of this Agreement.

(iv) Assignment. The rights and benefits of Company under this Agreement shall be assignable and transferable (as the case may be), and all the covenants and agreements hereunder shall inure to the benefit of, and be enforceable by or against, its successors and assigns. The duties and obligations of Consultant under this Agreement are personal and therefore Consultant may not assign any right or duty under this Agreement without the prior written consent of Company.

(v) Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable, in whole or in part, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision.

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

(vii) Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

(viii) No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other person or entity.

(ix) Entire Agreement. Except as specifically set forth in paragraphs 5 and 8 of this Agreement, this Agreement and the Indemnification Agreement dated January 13, 2013 between the Company and the Consultant constitutes the entire agreement between the parties relating to the subject matter contained herein and terminates and supersedes all prior or contemporaneous representations, promises, warranties, covenants, undertakings, discussions, negotiations, and agreements, whether written or oral, by any officer, employee or representative of any party to this Agreement with respect to such subject matter, other than those expressly contained in this Agreement.

(x) Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof. Execution and delivery of this Agreement by facsimile or other electronic signature is legal, valid and binding for all purposes.

[*Signature Page Follows*]

[*Remainder of page intentionally left blank.*]

VRINGO, INC.
780 Third Avenue, 12th Floor
New York, NY 10017
Telephone: (212) 309-7549
Facsimile: (646) 532-6775

[*Signature Page to Consulting Agreement Dated December 19, 2014*]

Please acknowledge your receipt of and agreement to this letter by signing below.

Sincerely,
VRINGO, INC.

By: /s/ Andrew D. Perlman
Andrew D. Perlman
Chief Executive Officer

ACCEPTED AND AGREED:

/s/ Alexander R. Berger
Alexander R. Berger

Exhibit 99.1

VRINGO ANNOUNCES LEADERSHIP TRANSITION

NEW YORK — December 19, 2014 — Vringo, Inc. (NASDAQ: VRNG), today announces that the company has entered into a new employment agreement with Anastasia Nyrkovskaya, who will continue to serve as Chief Financial Officer, and a consulting agreement with Alexander R. Berger, who will transition from the role of Chief Operating Officer and director to a consultant to the company. Mr. Berger will remain a member of boards of directors of certain Vringo subsidiaries.

"The Vringo board of directors joins me in thanking Alex for his tireless efforts since the founding of Innovate/Protect, through its merger with Vringo and the continued growth of the company. Alex enjoys growing companies and has done a tremendous job building Vringo's infrastructure. We appreciate him commuting from his home in Boston to our New York offices for the last eighteen months, and look forward to continuing to work with him," said Andrew D. Perlman, Chief Executive Officer.

"I look forward to remaining engaged with the Vringo management team and board as the company executes on its business plan. I have transitioned my executive responsibilities to a talented management team, and have confidence in their abilities to continue to manage the company," said Mr. Berger.

"Anastasia continues to be a key member of our executive management team, and I look forward to her expanding her role at Vringo," Mr. Perlman continued.

About Vringo, Inc.

Vringo, Inc. is engaged in the innovation, development and monetization of intellectual property and mobile technologies. Vringo's intellectual property portfolio consists of over 600 patents and patent applications covering telecom infrastructure, internet search, and mobile technologies. The patents and patent applications have been developed internally, and acquired from third parties. For more information, visit: www.vringo.com.

Forward-Looking Statements

This press release includes forward-looking statements, which may be identified by words such as "believes," "expects," "anticipates," "estimates," "projects," "intends," "should," "seeks," "future," "continue," or the negative of such terms, or other comparable terminology. Forward-looking statements are statements that are not historical facts. Such forward-looking statements are subject to risks and uncertainties, which could cause actual results to differ materially from the forward-looking statements contained herein. Factors that could cause actual results to differ materially include, but are not limited to: our inability to license and monetize our patents, including the outcome of the litigation against online search firms and other companies; our inability to monetize and recoup our investment with respect to patent assets that we acquire; our inability to develop and introduce new products and/or develop new intellectual property; new legislation, regulations or court rulings related to enforcing patents, that could harm our business and operating results; unexpected trends in the mobile phone and telecom infrastructure industries; our inability to raise additional capital to fund our combined operations and business plan; our inability to maintain the listing of our securities on a major securities exchange; the potential lack of market acceptance of our products; potential competition from other providers and products; our inability to retain key members of our management team; the future success of Infomedia and our ability to receive value from its stock; and other risks and uncertainties and other factors discussed from time to time in our filings with the Securities and Exchange Commission ("SEC"), including our annual report on Form 10-K filed with the SEC on March 10, 2014. Vringo expressly disclaims any obligation to publicly update any forward-looking statements contained herein, whether as a result of new information, future events or otherwise, except as required by law.

Contacts:

Investors and Media:
Cliff Weinstein
Executive Vice President
Vringo, Inc.
646-532-6777
cweinstein@vringoinc.com