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

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**FORM 8-K**

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**CURRENT REPORT**

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

**Date of Report (Date of earliest event reported): July 19, 2010 (July 13, 2010)**

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**VRINGO, INC.**

(Exact name of registrant as specified in its charter)

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

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

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

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

**10003**  
(Zip Code)

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

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

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

On July 19, 2010, Vringo, Inc. (the “**Company**”) announced that it had entered into an Agreement on Cooperation, dated July 15, 2010 (the “**Agreement**”), with Retro Medya Interaktif Teknolojileri, a mobile content services provider in Turkey (“**Retromedya**”), pursuant to which Retromedya will provide billing connectivity and marketing services for the Company’s video ringtone service (the “**Service**”) to all major mobile operators in Turkey.

Under the terms of the Agreement, the Company will provide content and web hosting for the Service and Retromedya will provide gateway and marketing services for the Service. The Company will make an upfront payment to Retromedya of \$5,000 upon implementation of the Agreement and will guarantee Retromedya minimum monthly revenue of \$1,000. The Company and Retromedya will share the revenues received from mobile carriers in Turkey for the Service on a 90/10 basis, respectively. The Agreement has a term of one year, which term is automatically renewable unless terminated by either party at least one month prior to the expiration date. The Agreement may be terminated by either party upon two months’ notice.

A copy of the Agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference. The description of the material terms of the Agreement contained in this Current Report on Form 8-K is qualified in its entirety by reference to Exhibit 10.1. The Company’s press release, dated July 19, 2010, announcing the Agreement is filed as Exhibit 99.1 to this Current Report on Form 8-K.

**Item 1.02. Termination of a Material Definitive Agreement.**

On July 13, 2010, the Company received written notice from Avea Iletisim Hizmetleri A.S. (“**Avea**”), the Company’s mobile carrier partner in Turkey, of its intention to terminate the Marketing Agreement, dated August 8, 2008, by and between the Company and Avea (the “**Avea Agreement**”). Avea advised the Company that the termination of the Avea Agreement was due to Avea’s decision to reduce the number of third-party services it offered under its brand name. The Avea Agreement will be terminated effective as of August 13, 2010. The Company will continue to offer and charge Avea subscribers for the Service under its own brand name. There were no costs or fees paid or payable by either party in connection with the termination of the Avea Agreement.

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

- (d) Exhibits
- 10.1 Agreement on Cooperation, dated July 15, 2010, between the Company and Retromedya
- 99.1 Press Release, dated July 19, 2010

**SIGNATURE**

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

Dated: July 19, 2010

**VRINGO, INC.**

By: /s/ Andrew Perlman  
Name: Andrew Perlman  
Title: President

**AGREEMENT ON COOPERATION**

Contracting parties:

**RETROMEDYA (Retro Medya Interaktif Teknolojileri A.Ş.)**

**registered office:** Cyberpark Bilkent 5. Cadde. No:4 Bilkent Ankara

**represented by:** Mr. Işık Uman

**IN for VAT:**

**registered in:** ISTANBUL/TURKEY

(hereinafter only RETROMEDYA)

and

VRINGO, INC.

**registered office:** 18 E 16th Street, New York, NY 10003

**represented by:** Steven Glanz

**IN for VAT:**

**registered in:** Delaware, United States

(hereinafter only PARTNER)

**I.****Scope of Agreement**

1. The agreement aims at determination of rights and obligations of both parties at preparation and realization of below specified cooperation in the extent and manner specified herein.
2. RETROMEDYA will build a co-branded product in Turkey for Turkish customer with PARTNER from a globally PARTNER owned service on the basis of Turkish GSM operator's standard SMS tariff. RETROMEDYA will provide gateway and marketing support for this co-branded product specified in the appendix A of the agreement and with share in revenue ensuing from operation of the service. PARTNER will provide web hosting services of the project for Turkish consumers and hosting for the downloadable content (application) for this service(s) that is described in the appendix A.
3. The cooperation is to be realized in providing payment gateway in all of the GSM operators as well as marketing and sales activities in Turkey by RETROMEDYA as a price for the Service specified in the appendix A provided by PARTNER which will be downloaded to consumer's mobile phones, PDA's or any sim card oriented device from PARTNER's platform for multi-player game playing and also web hosting of this operation for Turkish consumers.

**II.**  
**Rights and Obligations of PARTNER**

1. PARTNER undertakes to realize Premium SMS service's content (application) with professional care, adhering to procedure given in the Appendix A hereof in operating the Premium SMS service.
2. PARTNER undertakes to notify RETROMEDYA forthwith of any new service that is planned to be launched on this platform in Turkey at least 10 days before scheduled commencement. All items given in the protocol must be completed in the information sent by PARTNER . PARTNER is not authorized to launch a new service/any new content/part or application of the service under this platform in Turkey without previous written permission granted by RETROMEDYA's. Breach of obligations mentioned in this section is considered as substantial breach of the agreement on the side of PARTNER , making RETROMEDYA entitled to void the agreement.
3. In the case of occurrence of defects (functionality failures) in an application or PARTNER's system, preventing from proper provision of the service in a way agreed herein, PARTNER undertakes to repair defects at its own expenses as soon as possible after respective notification given by RETROMEDYA, but within 12 hours from provable notification of the failure at the latest. This holds for handsets supported by PARTNER.
4. PARTNER undertakes to assure functionality and technical quality of provided web service and downloadable content (application), which are defined by:
  - a) "uptime" parameter at the level of 99%. In practice it means PARTNER warrants that cumulative time of non-scheduled outages shall be lower than 8 hours per month.
  - b) "response time" parameter, i.e. by response time of PARTNER's system, which is acceptable for SMS interface to 10 seconds. Response time over 10 seconds is considered as system's failure.
5. PARTNER undertakes to provide content that is consistent both with legal regulations of the Turkish Regulations as well as good demeanour. PARTNER is mainly prohibited from offering, selling, distributing or making publicly or otherwise accessible a content of pornographic or gambling nature in Turkey. In the case of content with adult entertainment or gambling, PARTNER is obliged to assure the content is not accessible for persons under 18, it is duly marked in accordance with relevant legal regulations and accompanied by clear and comprehensible information on obligations connected with acquisition of such content. PARTNER undertakes to fully reimburse RETROMEDYA in the case of any claims raised by third parties with respect to RETROMEDYA on the basis of breach of their rights to intellectual property, occurred in connection with provisions of services according to the agreement.
6. PARTNER shall work exclusively with RETROMEDYA for the Turkey operation of this service that is specified in the Appendix A. This exclusivity stands for the scope of this agreement only. This clause does not effect and does not have any obligation for PARTNER as PARTNER's other cooperations, project or agreements with other third parties than RETROMEDYA.
7. PARTNER shall design and reconstruct the website and application for the Turkish consumers with the input and comments of RETROMEDYA for the service that is specified in the Appendix A.
8. PARTNER shall not use the MSISDN numbers that acquired from this operation/service that is specified in the Appendix(s) of this agreement for promoting any of its services that executed in Turkey or in any other countries either with a third party operated or operated by itself. This clause is applicable only within the valid period of this agreement and its appendix(es).

**III.**  
**Rights and Obligations of RETROMEDYA**

1. RETROMEDYA undertakes to realize with professional care in operating on the basis of Turkish GSM operator's standart SMS tariff. RETROMEDYA shall make all the application and arrangements for the approval for the Turkish GSM operators of the service that is specified in Appendix A.
2. RETROMEDYA undertakes to assign a service in a shared shortcode. This shortcode is tied with specific billing code. Minimum value amounts RETROMEDYA without VAT, maximum value amounts RETROMEDYA without VAT.
3. Except of cases of emergency operation, RETROMEDYA undertakes to provide users of mobile phones with continuous access to Premium SMS service and application during all the period of validity of the agreement. If RETROMEDYA company fails to fulfil the obligation, it is obliged to notify PARTNER immediately in writing of occurrence of situation, its causes and duration. Same procedure is to be applied in the case of occurrence of situation of emergency operation.
4. RETROMEDYA undertakes to assure functionality and technical quality of provided sms service, which are defined by:
  - b) "uptime" parameter at the level of 99,5%. In practice it means RETROMEDIA warrants that cumulative time of non-scheduled outages shall be lower than 4 hours per month.
  - c) "response time" parameter, i.e. by response time of RETROMEDIA's system, which is acceptable for SMS interface to 10 seconds. Response time over 10 seconds is considered as system's failure.
  - a) In the case of any obstacle preventing RETROMEDYA from fulfilling its obligations according to the agreement, RETROMEDYA is obliged to notify PARTNER immediately of the fact, contacting PARTNER's contact person, as given below:

VRINGO INC Contact Person:

Josh Wolff

[Josh.wolff@vringo.com](mailto:Josh.wolff@vringo.com)

00-972-2-990-2500

RETROMEDYA Contact Details:

Mr. Volkan Sengoz

[vsengoz@trend-tech.net](mailto:vsengoz@trend-tech.net)

00-90-212-3252116

5. RETROMEDYA shall work exclusively with PARTNER for the Turkey operation of this service(s) that is (are) specified in the Appendix A. This exclusivity stands for the scope of this agreement only. This clause does not effect and does not have any obligation for RETROMEDYA regarding PARTNER's other cooperations, project or agreements with other third parties.

**IV.  
Copyright**

1. PARTNER declares either content or any its part or related product doesn't breach third party's copyright or other rights connected with the content or its parts.
2. PARTNER undertakes not to provide any content, which is discrepant with legal regulations of the Turkey, within its services (provided through RETROMEDYA).

**V.  
Price and Payment Conditions**

1. Each new project other than specified in the Appendix A whose realization requires programming co-action of RETROMEDYA, is considered as project out of scope of the agreement and subjects to standard price offering.
2. RETROMEDYA undertakes to pay to PARTNER a share in revenue arising from provision of SMS application(s) approved in Appendix A of this content.
3. By 25<sup>th</sup> day of month following a month, for which the services are invoiced, RETROMEDYA is obliged to provide PARTNER with statistic review of number of processed items with assigned keyword and also downloaded customer content (application) reports. Based on GSM operator's collection reports PARTNER issues an invoice to RETROMEDYA with maturity of 15 days.
4. The payment will be remitted by RETROMEDYA in 10 working days.
5. PARTNER minimum weekly payout from active subscribers is 0,65 YTL and will not be less than 50% of the revenues from the operators. Any raise or accession in the prices of the GSM operators after contract signing date will be automatically reflected to PARTNER's revenue.
6. In case of termination, PARTNER will be paid for its services that were provided by PARTNER until the termination date.

**VI.  
Validity Period of Agreement and Cessation of Agreement**

1. The agreement is made for one year and will automatically be renewed unless announced otherwise by either party one month before expiration date.
2. The agreement becomes void:
  - a. by written treaty of contracting parties
  - b. by dissolution of a party without legal successor.

- c. by voidance of any party's authorisation to execution of business activities that are necessary for fulfillment of the agreement.
  - d. repudiation of contract
  - e. expiration of notice period
3. The agreement can be made void by repudiation of the agreement in the case of substantial breach of the agreement by any party. For purposes of the agreement, the substantial breach means the breach of obligations arising from provisions of agreement that is designated as such in the agreement. Moreover, the substantial breach means a case of breach of obligations arising from provisions of agreement, when one contracting party has notified other contracting party of the breach, giving it additional adequate term for removal of found failures, and the other contracting party fails to remove found failures even in the additional adequate term and continues in breaching the contractual obligations specified in the agreement for removal.
  4. Repudiation according to the article becomes efficient on date of delivery of written notice of repudiation of agreement by repudiating party to other party. Repudiating party's title to potential contractual penalty and to damages remain unaffected.
  5. Either contracting party is authorized to terminate the agreement by written notice of termination delivered to other contracting party for any cause. Notice period lasts 2 months and starts on first day of calendar month following a month, when notice has been delivered to other contracting party. Validity of agreement ceases by expiration of notice period. During notice period contracting parties have to duly follow provisions of the agreement.
  6. For any dispute concludes to a trial regarding to this agreement or it's parts the court of justice in England is responsible due to international laws.

## **VII.**

### **Confidentiality Agreement**

1. Contracting parties undertake to keep protected in accordance with provisions of the article all information acquired in realization of subject of the agreement if other contracting party is interested in their confidentiality and secures the confidentiality sufficiently. The obligation of protection is also applied to information that subject to protection of personal data as well as to information designated by either contracting party as confidential.
2. The contracting parties undertake to protect information contained in the agreement, use them in connection with realization of subject of the agreement only, avoid of misusing the information or making them accessible to third parties. Should either contracting party fail to fulfil above obligation, it shall be responsible for damage incurred by other contracting party due to breach.
3. Breach of obligation given in the article by either contracting party is deemed substantial breach of agreement committed by the party and constitutes other party's authorisation to repudiate the agreement.



**VIII.**  
**Final Provisions**

1. All changes and amendments can be only made in writing on the basis of treaty of contracting parties. All written changes of, amendments and annexes to the agreement represent inseparable part of the agreement.
2. The agreement enters into efficiency on date of its signature by both contracting parties.
3. The agreement is made in two copies, each contracting party shall receive one copy.
4. The contracting parties declare to have read the agreement and understood its content. Representatives of the contracting parties undersign the agreement to express their free will to conclude the agreement on behalf of the contracting parties.

/s/ Steven Glanz

VRINGO INC.

July 15, 2010

/s/ Isik Uman

RETROMEDYA INTERAKTIF TEKNOLOJILERI A.Ş.

July 15, 2010

**Appendix A**

This is an Appendix that is only applicable with the agreement on cooperation between VRINGO INC. and RETRO MEDYA INTERAKTIF TEKNOLOJILERI A.Ş. which is valid 01/07/10

**1. SERVICE**

**Service Name:** VRINGO

**Service Description:**

**VRINGO is a video ringtone sharing service**

	<b>TURKCELL</b>	<b>VODAFONE</b>	<b>AVEA</b>
<b>Used shortcode:</b>			
<b>MO Price:</b>			
<b>Weekly MT Price*:</b>			
<b>Shared MO:</b>			
<b>Shared MT:</b>			

\* This is the minimum price that RETROMEDYA is obliged to sell the product for the consumer. Any changes in the price will be discussed and approved by both contracting parties and will be added as a new appendix including the new price before launch date. These Weekly MT Prices will be applicable from launch date to the end of 90 days. After this 90 days contracting parties will decide pricing of the service and will sign a new enclosure with the new prices.

**2. REVENUE SHARING TO BE PAID BY RETROMEDYA**

(Sms Prices are based on the agreement Appendix date. Any raises will be directly to the passed on revenue sharing prices at the related raise date by RETROMEDYA)

<b>SMS Pricing (YTL)</b>			
<b>End User Price</b>	0,266609	0,237500	0,255500
- Private Com. Tax (%25)	0,046610	0,047500	0,044580
- VAT (%18)	0,033559	0,028984 YTL	0,032098 YTL
- Other (Treasury Share etc)	0,028619	0,024152 YTL	0,027422 YTL
<b>Net SMS Price</b>	<b>0,157821 YTL</b>	<b>0,136864 YTL</b>	<b>0,150900 YTL</b>
<b>Revenue Sharing</b>			
<b>Gaming</b>	60%	<b>Depends on Monthly Traffic on Aggregate</b>	50%
		<b>%40 to 500.000 SMS</b>	
		<b>%45 to 750.000 SMS</b>	
<b>Logo &amp; Ringtones</b>	55%	<b>%50 to 1.500.000 SMS</b>	50%
<b>Infotainment</b>	50%	<b>%55 to 2.500.000 SMS</b>	50%
<b>Interactive &amp; Voting</b>	50%	<b>%60 to 4.000.000 SMS</b>	50%
<b>Chat &amp; Community</b>	50%	<b>%65 higher traffic</b>	50%
<b>Operator Payout (NET REVENUE TO BE SHARED with RETROMEDYA &amp; PARTNER ) per SMS</b>			
<b>Gaming</b>	0,094693	%40 = 0.054746 YTL	0,075450 YTL
<b>Logo &amp; Ringtones</b>	0,086802	%45 = 0.061589 YTL	0,075450 YTL
<b>Infotainment</b>	0,078911	...	0,075450 YTL
<b>Interactive &amp; Voting</b>	0,078911	%65 = 0.088962 YTL	0,075450 YTL
<b>Chat &amp; Community</b>	0,078911		0,075450 YTL
<b>RETROMEDIA REVENUE SHARE</b>			
	<b>TURKCELL</b>	<b>VODAFONE</b>	<b>AVEA</b>
1 SMS Max (equal or less)	%10 of Operator Payout	%10 of Operator Payout	%10 of Operator Payout
<b>PARTNER REVENUE SHARE</b>			
	<b>TURKCELL</b>	<b>VODAFONE</b>	<b>AVEA</b>
1 SMS Min (equal or more)	%90 of Operator Payout	%90 of Operator Payout	%90 of Operator Payout

### 3. FEES TO BE PAID BY VRINGO INC. (PARTNER )

**Monthly Minimum Guarantee:** 1000 USD (Minimum guarantee must be paid by PARTNER if the monthly reported revenue of the RETROMEDIA is below this price. If the revenue share of RETROMEDIA is over the minimum guarantee RETROMEDIA collects the revenue share only)

**One time setup fee:** 5000 USD. (For the setup and successful implementation of services that described in this appendix only. Any other scenario, service additions shall be priced individually. This setup fee will be invoiced by RETRO MEDIA at the sign date of this agreement and must be paid within 7 days by PARTNER)

**(PARTNER MUST CHOOSE ONE OF THE CHOICES BELOW)**

**Shared number (shortcode) fee:** PARTNER will pay 250 USD for the shared number fee of XXXX (Provided by RETROMEDIA in all 3 GSM operators of Turkey) monthly basis. This shared shortcode fee will be invoiced by RETRO MEDIA at every month and must be paid within 7 days of the invoice date by PARTNER)

**Dedicated number (shortcode) fee:** PARTNER will pay 450 USD for the shared number fee of XXXX (Provided by RETROMEDIA in all 3 GSM operators of Turkey) monthly basis. This shared shortcode fee will be invoiced by RETRO MEDIA at every month and must be paid within 7 days of the invoice date by PARTNER)



Vringo, Inc.  
**Ellen Cohl**  
VP, Corporate Governance  
Email: [ir@vringo.com](mailto:ir@vringo.com)  
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**Investor Relations Firm:**

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FOR IMMEDIATE RELEASE

**Vringo Announces Agreement with Retromedya to Expand Business in Turkey**

Agreement will Expand Vringo's Services to all Mobile Subscribers in Turkey

**July 19, 2010 – NEW YORK, NEW YORK** – Vringo, Inc. (NYSE Amex: VRNGU), a provider of video ringtones and personalization solutions for mobile devices, today announced that it has entered into an agreement with Retromedya, a mobile content services provider, to expand Vringo's billing coverage in the Turkish mobile market. This agreement will allow Vringo to now reach substantially all mobile subscribers in Turkey. The agreement follows the termination of Vringo's agreement with Avea, its former exclusive mobile carrier partner in Turkey. As a result of the agreement with Retromedya, Vringo's service will be available to an additional 52 million Turkish mobile subscribers, in addition to Avea's 12 million mobile subscribers.

Jon Medved, Chief Executive Officer of Vringo, said, "We are excited to expand our market presence in Turkey and welcome the opportunity to work with Retromedya and its proven third-party billing platform. We appreciate our past partnership with Avea, which enabled us to enter the Turkish mobile market. We look forward to maintaining and expanding our commitment to the Turkish market and all mobile subscribers in Turkey."

Mr. Isik Uman, General Manager of Retromedya, said, "As a content services provider to mobile carriers in Turkey, we are well-positioned to assist Vringo as it expands its service to the entire Turkish mobile marketplace through our billing platform. We look forward to growing our business together in the vibrant Turkish market."

While Avea will no longer offer Vringo's service directly to subscribers under the Avea brand name, the Vringo service will be offered to Avea subscribers under the Vringo brand. Avea's customers will continue to enjoy Vringo's award winning services including a mobile application, WAP platform and its video ringtone library.

Anil Yasyerli, VAS Product Manager for Avea, said, "Avea has enjoyed working with Vringo and is proud to have been Vringo's first commercial carrier partner in 2008. We look forward to Vringo providing service to our subscribers as a third-party service and making its unique video ringtone technology available to Avea subscribers and the entire Turkish mobile market."

#### **Forward-Looking Statements**

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

#### **About Retromedya**

Founded in 2002, Retromedya provides mobile and digital entertainment services to the Turkish mobile market. It is the founder of a leading Turkish mobile social network called CHATWALK and has launched various value-added service products, many of which were launched on SHOW TV, one of Turkey's leading television networks. For more information, visit <http://www.retromedya.com>.

#### **About Vringo**

Founded in 2006, Vringo is bringing about the evolution of ringtones. With its award-winning video ringtone application and Web platform, Vringo transforms the basic act of making and receiving mobile phone calls into a highly visual, social experience. By installing Vringo's application, which is compatible with more than 200 handsets, users can create or take video, images and slideshows from virtually anywhere and make it into their personal call signature. For more information, visit <http://www.vringo.com>.

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