

3. The Original Contractor and the Assigned Contractor jointly and severally represent and warrant to the State that:
 - A. The Original Contractor is not in default of any of its obligations under the Contract; and
 - B. The Original Contractor has assigned to the Assigned Contractor, under separate agreement, sufficient information, rights to technology, and key personnel to enable Assigned Contractor to properly perform the duties, responsibilities, obligations, and all other provisions assigned to Assigned Contractor under this Assignment; and
 - C. The Assigned Contractor is ready, willing, and able to perform all of the duties, obligations, responsibilities of the Original Contractor; and
 - D. The Original Contractor and the Assigned Contractor jointly request consent from the State.

4. Prior Claims, Amounts Due.
 - A. Any and all amounts due to the Original Contractor by the State for work performed by the Original Contractor prior to the effective date hereof under the Contract will be paid to the Original Contractor by the State. Any and all amounts due to the Original Contractor from and after the effective date hereof under the Contract will be paid to the Assigned Contractor by the State.

 - B. Any claims of the Original Contractor that arose out of the Contract prior to the effective date of this Assignment may be pursued by the Assigned Contractor in accordance with the Contract, the State Finance and procurement Article of the Annotated Code of Maryland, Title 15, subtitle 2, and the Code of Maryland Regulations, Title 21 subtitle 10.

5. Guarantee of Performance by the Original Contractor. The Original Contractor, Spherix Incorporated, hereby guarantees absolutely the full, prompt and complete performance by the Assigned Contractor, InfoSpherix Incorporated, of all of the terms, conditions, obligations, duties, responsibilities, and liabilities contained in the Original Contract and this Assignment, and further as the Original Contract may be amended from time to time, including any and all exhibits that are now or may become incorporated thereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with the Original Contract, including any and all financial commitments, obligations, and liabilities. The Original Contractor, Spherix Incorporated, may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval will not be unreasonably withheld. The Original Contractor, Spherix Incorporated, further agrees that if the State brings any claim, action, or suit or proceeding against Assigned Contractor, InfoSpherix Incorporated, the Original Contractor, Spherix Incorporated, may be named as a party, in its capacity as Absolute Guarantor.


6. The State consents to the assignment by the Original Contractor to the Assigned Contractor for all of the provisions of the Contract.

7. The Recitals are incorporated into this Assignment.

IN WITNESS THEREOF, the parties have executed this Contract Modification #1 as of the date hereinabove set forth.


STATE:

DEPARTMENT OF BUDGET & MANAGEMENT

By: 
Name: Ellis Kitchen
Title: State Chief Information Officer
Nunc pro tunc January 1, 2006

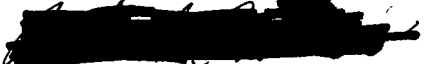
ORIGINAL CONTRACTOR:

SPHERIX INCORPORATED


By: 
Name: Richard C. Levin
Title: CEO and President
Nunc pro tunc January 1, 2006

ASSIGNED CONTRACTOR:

INFOSPHERIX INCORPORATED

By: 
Name: Richard C. Levin
Title: CEO and President
Nunc pro tunc January 1, 2006

Approved for form and legal sufficiency


Assistant Attorney General
Nunc pro tunc January 1, 2006