

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

SCHEDULE 13D  
(RULE 13D - 101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO 13d-2(a)

(Amendment No. )\*

RPX Corporation  
(Name of Issuer)

Common Stock, \$0.0001 par value  
(Title of Class of Securities)

74972G103  
(CUSIP Number)

Christopher P. Davis, Esq.  
Kleinberg, Kaplan, Wolff & Cohen, P.C.  
551 Fifth Avenue, New York, New York 10176  
Tel: (212) 986-6000

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

March 14, 2016  
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box [ ].

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1. NAMES OF REPORTING PERSONS  
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

The Mangrove Partners Master Fund, Ltd.

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a)   
(b)

3. SEC USE ONLY

4. SOURCE OF FUNDS

WC

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

6. CITIZENSHIP OR PLACE OF ORGANIZATION

Cayman Islands

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:

7. SOLE VOTING POWER

0

8. SHARED VOTING POWER

2,580,986

9. SOLE DISPOSITIVE POWER

0

10. SHARED DISPOSITIVE POWER

2,580,986

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

2,580,986

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11)  
EXCLUDES CERTAIN SHARES

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

5.0%

14. TYPE OF REPORTING PERSON

OO

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1. NAMES OF REPORTING PERSONS  
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

The Mangrove Partners Fund, L.P.

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a)   
(b)

3. SEC USE ONLY

4. SOURCE OF FUNDS

AF

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

6. CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:

7. SOLE VOTING POWER

0

8. SHARED VOTING POWER

2,580,986

9. SOLE DISPOSITIVE POWER

0

10. SHARED DISPOSITIVE POWER

2,580,986

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

2,580,986

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11)  
EXCLUDES CERTAIN SHARES

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

5.0%

14. TYPE OF REPORTING PERSON

PN

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1. NAMES OF REPORTING PERSONS  
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

The Mangrove Partners Fund (Cayman), Ltd.

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a)   
(b)

3. SEC USE ONLY

4. SOURCE OF FUNDS

AF

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

6. CITIZENSHIP OR PLACE OF ORGANIZATION

Cayman Islands

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:

7. SOLE VOTING POWER

0

8. SHARED VOTING POWER

2,580,986

9. SOLE DISPOSITIVE POWER

0

10. SHARED DISPOSITIVE POWER

2,580,986

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

2,580,986

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11)  
EXCLUDES CERTAIN SHARES

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

5.0%

14. TYPE OF REPORTING PERSON

OO

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1. NAMES OF REPORTING PERSONS  
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

Mangrove Partners

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a)   
(b)

3. SEC USE ONLY

4. SOURCE OF FUNDS

AF

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

6. CITIZENSHIP OR PLACE OF ORGANIZATION

Cayman Islands

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:

7. SOLE VOTING POWER

0

8. SHARED VOTING POWER

2,580,986

9. SOLE DISPOSITIVE POWER

0

10. SHARED DISPOSITIVE POWER

2,580,986

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

2,580,986

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11)  
EXCLUDES CERTAIN SHARES

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

5.0%

14. TYPE OF REPORTING PERSON

OO

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1. NAMES OF REPORTING PERSONS  
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

Mangrove Capital

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a)   
(b)

3. SEC USE ONLY

4. SOURCE OF FUNDS

AF

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

6. CITIZENSHIP OR PLACE OF ORGANIZATION

Cayman Islands

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:

7. SOLE VOTING POWER

0

8. SHARED VOTING POWER

2,580,986

9. SOLE DISPOSITIVE POWER

0

10. SHARED DISPOSITIVE POWER

2,580,986

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

2,580,986

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11)  
EXCLUDES CERTAIN SHARES

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

5.0%

14. TYPE OF REPORTING PERSON

OO

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1. NAMES OF REPORTING PERSONS  
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

Nathaniel August

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a)   
(b)

3. SEC USE ONLY

4. SOURCE OF FUNDS

AF

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

6. CITIZENSHIP OR PLACE OF ORGANIZATION

United States

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:

7. SOLE VOTING POWER

0

8. SHARED VOTING POWER

2,580,986

9. SOLE DISPOSITIVE POWER

0

10. SHARED DISPOSITIVE POWER

2,580,986

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

2,580,986

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11)  
EXCLUDES CERTAIN SHARES

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

5.0%

14. TYPE OF REPORTING PERSON

IN

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The following constitutes the Schedule 13D filed by the undersigned (the "Schedule 13D").

**Item 1. Security and Issuer.**

This statement relates to the Common Stock, \$0.0001 par value (the "Shares"), of RPX Corporation, a Delaware corporation (the "Issuer"). The address of the principal executive offices of the Issuer is One Market Plaza, Suite 800, San Francisco, California 94105.

**Item 2. Identity and Background.**

(a) This statement is filed by The Mangrove Partners Master Fund, Ltd., a Cayman Islands exempted company (the "Master Fund"), The Mangrove Partners Fund, L.P., a Delaware limited partnership (the "US Feeder"), The Mangrove Partners Fund (Cayman), Ltd., a Cayman Islands exempted company (the "Cayman Feeder"), Mangrove Partners, a Cayman Islands exempted company ("Mangrove Partners"), Mangrove Capital, a Cayman Islands exempted company ("Mangrove Capital"), and Nathaniel August. Each of the foregoing is referred to as a "Reporting Person" and collectively as the "Reporting Persons." Each of the Reporting Persons is party to that certain Joint Filing Agreement as further described in Item 6. Accordingly, the Reporting Persons are hereby filing a joint Schedule 13D.

As the two controlling shareholders of the Master Fund, each of the US Feeder and the Cayman Feeder may be deemed to beneficially own the Shares owned by the Master Fund. Mangrove Partners is the investment manager of each of the Master Fund, the US Feeder and the Cayman Feeder. Mangrove Capital is the general partner of the US Feeder. Mr. August is the director of each of Mangrove Partners and Mangrove Capital. By virtue of these relationships, each of Mangrove Partners, Mangrove Capital and Mr. August may be deemed to beneficially own the Shares owned by the Master Fund.

(b) The principal business address of the US Feeder, Mangrove Partners, Mangrove Capital and Nathaniel August is 645 Madison Avenue, 14th Floor, New York, New York 10022. The principal business address of each of the Master Fund and the Cayman Feeder is c/o Maples Corporate Services, Ltd., PO Box 309, Ugland House, South Church Street, George Town, Grand Cayman, Cayman Islands KY1-1104. The officers and directors of the Master Fund, the Cayman Feeder, Mangrove Partners and Mangrove Capital and, to the extent that such persons are not also Reporting Persons, their principal occupations and business addresses are set forth on Schedule A and incorporated by reference in this Item 2.

(c) The principal business of the Master Fund is acquiring, holding and disposing of investment securities. The principal business of the US Feeder is investing in the Master Fund. The principal business of the Cayman Feeder is investing in the Master Fund. The principal business of Mangrove Partners is serving as the investment manager of each of the Master Fund, the US Feeder and the Cayman Feeder. The principal business of Mangrove Capital is serving as the general partner of the US Feeder. The principal occupation of Mr. August is serving as a director for each of Mangrove Partners and Mangrove Capital.

(d) No Reporting Person, nor any person listed on Schedule A annexed hereto, has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) No Reporting Person, nor any person listed on Schedule A annexed hereto, has, during the last five years, been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Each of the Master Fund, the Cayman Feeder, Mangrove Partners and Mangrove Capital is organized as a limited liability exempted company under the laws of the Cayman Islands. The US Feeder is organized as a limited partnership under the laws of the State of Delaware. Nathaniel August is a citizen of the United States. The citizenship of the persons listed on Schedule A, who are not Reporting Persons, is set forth therein.

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**Item 3. Source and Amount of Funds or Other Consideration.**

A total of approximately \$27,385,283 was paid to acquire the securities reported as beneficially owned by the Master Fund. The funds used to purchase these securities were obtained from the general working capital of the Master Fund, including margin account borrowings made in the ordinary course of business, although the Reporting Persons cannot determine whether any funds allocated to purchase such securities were obtained from any margin account borrowings.

**Item 4. Purpose of Transaction.**

The Reporting Persons purchased the securities of the Issuer reported herein based on their belief that such securities are undervalued and represent an attractive investment opportunity. Depending upon overall market conditions, other investment opportunities available to the Reporting Persons, and the availability of securities of the Issuer at prices that would make the purchase or sale of such securities desirable, the Reporting Persons may endeavor (i) to increase or decrease their respective positions in the Issuer through, among other things, the purchase or sale of securities of the Issuer on the open market or in private transactions or otherwise on such terms and at such times as the Reporting Persons may deem advisable and/or (ii) to enter into transactions that increase or hedge their economic exposure to the Shares without affecting their beneficial ownership of Shares.

On March 10, 2016, the Master Fund delivered a letter (the "Nomination Letter") to the Issuer nominating Nathaniel August, Gilbert Palter and Greg Share (the "Nominees") for election to the Board of Directors of the Issuer (the "Board") at the Issuer's 2016 annual meeting of stockholders (the "Annual Meeting").

On March 17, 2016, the Reporting Persons delivered a letter to the Board (the "Board Letter"), outlining the Reporting Persons' perspective with respect to the performance and strategy of the Issuer. In the Board Letter, the Reporting Persons detailed what they view as the failings of the Issuer that have resulted in the Issuer's negative performance, including poor capital allocation, excessive employee compensation, wasteful growth projects, stagnant core business growth, insular corporate governance and cash hoarding. The Reporting Persons also outlined ways in which they believe the Issuer can create significant stockholder value, including by reducing operating expenses, focusing on core business growth, improving corporate governance and returning cash to stockholders. A copy of the Board Letter is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

No Reporting Person has any present plan or proposal which would relate to or result in any of the matters set forth in subparagraphs (a) - (j) of Item 4 of Schedule 13D except as set forth herein or such as would occur upon or in connection with completion of, or following, any of the actions discussed herein. The Reporting Persons may take positions regarding or make proposals with respect to, or with respect to potential changes in, the Issuer's: operations, management, certificate of incorporation and bylaws, composition of the Board, ownership, capital or corporate structure, dividend policy, potential acquisitions or sales, businesses or assets, strategy and/or plans of the Issuer as a means of enhancing stockholder value. The Reporting Persons may change their intention with respect to any and all matters referred to in Item 4. The Reporting Persons intend to review their investment in the Issuer on an ongoing basis and may from time to time in the future express their views to and/or meet with management, the Board, other stockholders or third parties, including, potential acquirers, service providers and financing sources, and/or may formulate plans or proposals regarding the Issuer, its assets or its securities. Such possible plans or proposals may include one or more plans or proposals that relate to or would result in one or more of the changes referred to herein, or any of the matters set forth in subparagraphs (a) - (j) of Item 4 of Schedule 13D.

**Item 5. Interest in Securities of the Issuer.**

(a) The aggregate percentage of Shares reported owned by each person named herein is based upon 51,603,872 Shares outstanding, which is the total number of Shares outstanding as reported in the Issuer's Annual Report filed on Form 10-K with the Securities and Exchange Commission (the "SEC") on February 26, 2016.

As of the date hereof, the Master Fund owned directly 2,580,986 Shares, constituting approximately 5.0% of the Shares outstanding. By virtue of their respective relationships with the Master Fund discussed in further detail in Item 2, each of the US Feeder, the Cayman Feeder, Mangrove Partners, Mangrove Capital and Mr. August may be deemed to beneficially own the Shares owned directly by the Master Fund.

Each Reporting Person, as a member of a "group" with the other Reporting Persons for the purposes of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, may be deemed the beneficial owner of the Shares directly owned by the other Reporting Persons. Each Reporting Person disclaims beneficial ownership of such Shares except to the extent of his or its pecuniary interest therein.

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(b) Each of the Master Fund, the US Feeder, the Cayman Feeder, Mangrove Partners, Mangrove Capital and Mr. August has shared voting and dispositive power over the Shares owned directly by the Master Fund.

(c) Schedule B annexed hereto lists all transactions in securities of the Issuer during the past 60 days by the Reporting Persons.

(d) No person other than the Reporting Persons is known to have the right to receive, or the power to direct the receipt of dividends from, or proceeds from the sale of, the Shares.

(e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.**

On March 17, 2016, the Reporting Persons entered into a Joint Filing Agreement (the "Joint Filing Agreement"), in which the Reporting Persons agreed to the joint filing on behalf of each of them of statements on Schedule 13D with respect to the securities of the Issuer to the extent required by applicable law. The Joint Filing Agreement is attached as Exhibit 99.2 hereto and is incorporated herein by reference.

The Master Fund has signed letter agreements with each of the Nominees, pursuant to which the Master Fund agreed to indemnify each of the Nominees against claims arising from the solicitation of proxies from the Issuer's stockholders in connection with the Annual Meeting and any related transactions. A form of indemnification letter agreement is attached as Exhibit 99.3 hereto and incorporated herein by reference.

The Master Fund has signed compensation letter agreements with each of Messrs. Palter and Share, pursuant to which the Master Fund has agreed to compensate each of Messrs. Palter and Share (i) upon submission of the Nomination Letter and (ii) upon the earliest of (a) the filing of a definitive proxy statement with the SEC relating to a solicitation of proxies in favor of such Nominee's election as a director of the Issuer, (b) the Issuer nominating such Nominee as a director of the Issuer, and (c) such Nominee joining the Board. Pursuant to the compensation letter agreements, each of Messrs. Palter and Share has agreed to use such compensation to acquire securities of the Issuer (the "Nominee Shares") as set forth therein. If elected or appointed to serve as a director of the Issuer, each of Messrs. Palter and Share has agreed not to sell, transfer or otherwise dispose of any Nominee Shares within two (2) years of his election or appointment as a director, subject to certain exceptions. A form of compensation letter agreement is attached as Exhibit 99.4 hereto and incorporated herein by reference.

Other than as described herein, there are no contracts, arrangements, understandings or relationships among the Reporting Persons, or between the Reporting Persons and any other person, with respect to the securities of the Issuer.

**Item 7. Material to be Filed as Exhibits.**

99.1 Letter to the Issuer's Board of Directors, dated March 17, 2016.

99.2 Joint Filing Agreement, dated March 17, 2016, by and among The Mangrove Partners Master Fund, Ltd., The Mangrove Partners Fund, L.P., The Mangrove Partners Fund (Cayman), Ltd., Mangrove Partners, Mangrove Capital and Nathaniel August.

99.3 Form of Indemnification Letter Agreement.

99.4 Form of Compensation Letter Agreement.

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SIGNATURES

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information with respect to it set forth in this statement is true, complete, and correct.

Dated: March 17, 2016

THE MANGROVE PARTNERS MASTER FUND, LTD.

By: MANGROVE PARTNERS,  
as Investment Manager

By: /s/ Nathaniel August  
Name: Nathaniel August  
Title: Director

THE MANGROVE PARTNERS FUND, L.P.

By: MANGROVE CAPITAL,  
as General Partner

By: /s/ Nathaniel August  
Name: Nathaniel August  
Title: Director

THE MANGROVE PARTNERS FUND (CAYMAN), LTD.

By: MANGROVE PARTNERS,  
as Investment Manager

By: /s/ Nathaniel August  
Name: Nathaniel August  
Title: Director

MANGROVE PARTNERS

By: /s/ Nathaniel August  
Name: Nathaniel August  
Title: Director

MANGROVE CAPITAL

By: /s/ Nathaniel August  
Name: Nathaniel August  
Title: Director

/s/ Nathaniel August  
NATHANIEL AUGUST

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**SCHEDULE A**

**Directors and Officers of each of The Mangrove Partners Master Fund, Ltd. and The Mangrove Partners Fund (Cayman), Ltd.**

<b>Name and Position</b>	<b>Principal Occupation</b>	<b>Principal Business Address</b>	<b>Citizenship</b>
Nathaniel August * Director			
David Bree Director	Mr. Bree is an employee of dms Management Ltd., a company that provides administrative services to Cayman Islands private investment companies.	DMS Offshore Investment Services dms House, 20 Genesis Close George Town P.O. Box 314 Grand Cayman KY1-1104 Cayman Islands	Cayman Islands
Kevin Phillip Director	Mr. Phillip is an employee of dms Management Ltd., a company that provides administrative services to Cayman Islands private investment companies.	DMS Offshore Investment Services dms House, 20 Genesis Close George Town P.O. Box 314 Grand Cayman KY1-1104 Cayman Islands	Trinidad and Tobago

**Directors and Officers of each of Mangrove Partners and Mangrove Capital**

<b>Name and Position</b>	<b>Principal Occupation</b>	<b>Principal Business Address</b>	<b>Citizenship</b>
Nathaniel August * Director			

\* Mr. August is a Reporting Person and, as such, his information called for by Item 2 of Schedule 13D is set forth therein.



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Please see PDF for document reference

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## JOINT FILING AGREEMENT

The undersigned hereby agree that the statement on Schedule 13D with respect to the Common Stock, \$0.0001 par value, of RPX Corporation dated as of March 17, 2016 is, and any further amendments thereto signed by each of the undersigned shall be, filed on behalf of each of the undersigned pursuant to and in accordance with the provisions of Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended.

Dated: March 17, 2016

THE MANGROVE PARTNERS MASTER FUND, LTD.

By: MANGROVE PARTNERS,  
as Investment Manager

By: /s/ Nathaniel August  
Name: Nathaniel August  
Title: Director

THE MANGROVE PARTNERS FUND, L.P.

By: MANGROVE CAPITAL,  
as General Partner

By: /s/ Nathaniel August  
Name: Nathaniel August  
Title: Director

THE MANGROVE PARTNERS FUND (CAYMAN), LTD.

By: MANGROVE PARTNERS,  
as Investment Manager

By: /s/ Nathaniel August  
Name: Nathaniel August  
Title: Director

MANGROVE PARTNERS

By: /s/ Nathaniel August  
Name: Nathaniel August  
Title: Director

MANGROVE CAPITAL

By: /s/ Nathaniel August  
Name: Nathaniel August  
Title: Director

/s/ Nathaniel August  
NATHANIEL AUGUST

March \_\_, 2016

[NAME]

[ADDRESS]

**Re: RPX Corporation**

Dear [NAME]:

Thank you for agreeing to serve as a nominee for election to the Board of Directors of RPX Corporation (the "Company") in connection with the proxy solicitation being considered by The Mangrove Partners Master Fund, Ltd. ("Mangrove") and its affiliates to nominate and elect directors at the Company's 2016 annual meeting of stockholders, or any other meeting of stockholders held in lieu thereof and any adjournments, postponements, reschedulings or continuations thereof (the "Solicitation"). Your outstanding qualifications, we believe, will prove a valuable asset to the Company and all of its stockholders. This letter ("Agreement") will set forth the terms of our agreement.

Mangrove agrees to indemnify and hold you harmless against any and all claims of any nature arising from the Solicitation and any related transactions whenever brought and irrespective of the outcome; provided, however, that you will not be entitled to indemnification for claims that are finally determined to have arisen from your gross negligence, willful misconduct, intentional and material violations of law, criminal actions, provision to Mangrove of false or misleading information (including false or misleading information included in (i) any questionnaire you are requested to complete by Mangrove, (ii) any resume provided by you to Mangrove or (iii) your LinkedIn profile, if available), or material breach of the terms of this Agreement; provided further, you shall, within 15 days of such determination, reimburse Mangrove for any fees, costs or expenses paid by Mangrove in connection with such claims. This indemnification shall not apply to any claims made against you in your capacity as a director of the Company. This indemnification will include any and all losses, liabilities, damages, demands, claims, suits, actions, judgments, or causes of action, assessments, costs and expenses, including, without limitation, interest, penalties, reasonable attorneys' fees, court costs, reasonable witness fees, reasonable travel expenses, reasonable telephone, postage and delivery service fees and any and all reasonable costs and expenses incurred in investigating, preparing for or defending against any litigation, commenced or threatened, any commenced or threatened civil, criminal, administrative or arbitration action, or any other commenced or threatened claim whatsoever, and any and all amounts paid in settlement of any claim or litigation threatened, asserted against, resulting, imposed upon, or incurred or suffered by you, directly or indirectly, as a result of or arising from the Solicitation and any related transactions (each, a "Loss"). Additionally, to the extent that you are, by reason of or in any way directly or indirectly related to the Solicitation, a witness or participant in any proceeding, Mangrove agrees to pay to you all fees, costs and expenses actually and reasonably incurred by you or on your behalf in connection therewith (collectively, "Proceeding Expenses").

In the event of a claim against you pursuant to the prior paragraph or the occurrence of a Loss, you shall give Mangrove prompt written notice of such claim or Loss (provided that failure to promptly notify Mangrove shall not relieve it from any liability which it may have on account of this Agreement, except to the extent Mangrove shall have been prejudiced by such failure). Upon receipt of such written notice, Mangrove will provide you with counsel to represent you that is reasonably acceptable to you, provided, however, in the event that a recognizable legal conflict arises or is likely to arise, Mangrove shall choose a replacement counsel reasonably acceptable to you. In addition, Mangrove agrees to reimburse you for any Loss(es) or Proceeding Expense(s) within 30 days of receipt of a written invoice from you for reimbursement of such Loss(es) or Proceeding Expense(s), subject to your satisfaction of any request by Mangrove for evidence documenting such Loss(es) or Proceeding Expense(s). Mangrove may not enter into any settlement of Loss or claim without your consent unless such settlement: (a) includes a general release in your favor, (b) would not result in the finding or admission of any violation of law by you or the imposition of any obligation or limitation to act or refrain from acting on you, (c) would not impose injunctive or other equitable relief on you, and (d) does not contain an acknowledgment of wrongdoing or fault on your part. Notwithstanding anything to the contrary set forth in this Agreement, Mangrove shall not be responsible for any fees, costs or expenses, including for separate legal counsel, incurred by you without Mangrove's prior written approval. In addition, you agree not to enter into any settlement of Loss or claim or make any admission without the written consent of Mangrove.

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You hereby agree to keep confidential and not disclose to any party, without the consent of Mangrove, any confidential, proprietary or non-public information (collectively, "Information") of Mangrove or its affiliates which you have heretofore obtained or may obtain. Notwithstanding the foregoing, Information shall not include any information that is publicly disclosed by Mangrove or its affiliates or any information that you can demonstrate is now, or hereafter becomes, through no act or failure to act on your part, otherwise generally known to the public.

Notwithstanding the foregoing, if you are required by applicable law, rule, regulator, regulation or legal process to disclose any Information you may do so provided that you first promptly notify Mangrove so that Mangrove may seek a protective order or other appropriate remedy or, in Mangrove's sole discretion, waive compliance with the terms of this Agreement. In the event that no such protective order or other remedy is obtained or Mangrove does not waive compliance with the terms of this Agreement, you may consult with counsel at the cost of Mangrove and you may furnish only that portion of the Information which you are advised by counsel is legally required to be so disclosed and you will request that the party(ies) receiving such Information maintain it as confidential.

All Information, all copies thereof, and any studies, notes, records, analysis, compilations or other documents prepared by you containing such Information, shall be and remain the property of Mangrove and, upon the request of a representative of Mangrove, all such information shall be returned or, at Mangrove's option, destroyed by you, with such destruction confirmed by you to Mangrove in writing; provided, however, that any electronic information that is automatically archived shall not be required to be destroyed.

You acknowledge that you are aware that the United States securities laws impose restrictions on the ability of any person who has material non-public information about a company to trade in the securities of such company and to communicate such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

This Agreement shall be governed by the laws of the State of New York, without regard to the principles of the conflicts of laws thereof. The parties agree to the exclusive jurisdiction of the state and federal courts of New York, New York, and waive, and agree not to plead or to make, any claim that any action or proceeding brought in the state and federal courts of New York, New York has been brought in an improper or inconvenient forum.

THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MAY HAVE TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION, OR IN ANY LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS LETTER AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE 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 (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS LETTER AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH HEREIN.

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If you agree to the foregoing terms, please sign below to indicate your acceptance.

Very truly yours,

THE MANGROVE PARTNERS MASTER FUND, LTD.

By:

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

ACCEPTED AND AGREED:

\_\_\_\_\_  
[NAME]

March \_\_\_\_, 2016

[NAME]

[ADDRESS]

Dear [NAME]:

This letter sets forth our mutual agreement with respect to compensation to be paid to you for your agreement to be named and serve as a nominee of The Mangrove Partners Master Fund, Ltd. or its affiliate ("Mangrove") for (i) election as a director of RPX Corporation (the "Company") at the Company's 2016 annual meeting of stockholders or any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof, (the "Annual Meeting"), or (ii) appointment or election by other means, including by written consent of the Company's stockholders.

In consideration of your agreement to be named and to serve as nominee of Mangrove for election as a director of the Company at the Annual Meeting or otherwise, the undersigned hereby agrees to pay you \$25,000 in cash upon Mangrove submitting a letter to the Company nominating you for election as a director of the Company (with such payment to be made as soon as reasonably practicable after you have been nominated) and (ii) \$25,000 in cash upon the earliest of (a) filing by Mangrove of a definitive proxy statement with the U.S. Securities and Exchange Commission relating to a solicitation of proxies in favor of your election as a director of the Company, (b) the Company nominating you as a director of the Company, and (c) your joining the Board of the Company .

You hereby agree to use the after-tax proceeds from such compensation, or an equivalent amount of other funds, to acquire voting securities of the Company (the "Nominee Shares") at such time that you shall determine, but in any event no later than 14 days after receipt of such compensation; provided that in the event you are unable to transact in the securities of the Company due to possession of material non-public information or any other limitation or restriction, you shall have 14 days from the first date that you can transact in the securities of the Company to acquire such securities. You agree not to sell such shares prior to the earlier of (a) the Annual Meeting and (b) the date Mangrove withdraws your nomination. Notwithstanding anything to the contrary herein, if you are elected or appointed to serve as a director of the Company's Board of Directors (the "Board"), you agree not to sell, transfer or otherwise dispose of any Nominee Shares within two (2) years of your election or appointment as a director (the "Holding Period"); provided, however, (i) if the Company enters into a business combination with a third party prior to the expiration of the Holding Period, you may sell, transfer, tender or exchange the Nominee Shares in accordance with the terms of such business combination, (ii) if you cease to be a member of the Board prior to the expiration of the Holding Period, you may sell the Nominee Shares upon ceasing to be a member of the Board, and (iii) if you acquire shares of the Company other than the Nominee Shares, you may sell such shares prior to the expiration of the Holding Period.

The validity, interpretation, construction and performance of this letter agreement shall be governed by the laws of the State of New York, without regard to its principles of conflict of laws, and by applicable laws of the United States. The parties hereto irrevocably consent to the exclusive jurisdiction of the New York State and United States courts located in New York County, New York for the resolution of any disputes hereunder and irrevocably agree that venue shall be proper in any such court notwithstanding any principle of forum non conveniens and that service of process on the parties hereto in any proceeding in any such court may be effected in the manner provided herein for the giving of notices. The parties hereto irrevocably waive trial by jury in respect of any such proceeding.

This letter agreement shall bind and inure to the benefit of you and your heirs, successors and assigns with respect to any payments due hereunder.

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This letter agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument.

Very truly yours,

THE MANGROVE PARTNERS MASTER FUND, LTD.

By:

\_\_\_\_\_  
Name:

Title:

ACCEPTED AND AGREED:

\_\_\_\_\_  
[NAME]