

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Insignia Solutions, Inc.		12/21/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Smith Micro Software, Inc.		
<b>Street Address:</b>	51 Columbia		
<b>City:</b>	Aliso Viejo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92656		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	74178246	INSIGNIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)268-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415 268 6538		
<b>Email:</b>	rlal@mofo.com		
<b>Correspondent Name:</b>	Jennifer Lee Taylor		
<b>Address Line 1:</b>	Morrison & Foerster LLP, 425 Market St.		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105-2482		
<b>ATTORNEY DOCKET NUMBER:</b>	63037-1		
<b>NAME OF SUBMITTER:</b>	Jennifer Lee Taylor		
<b>Signature:</b>	/Jennifer Lee Taylor/		
<b>Date:</b>	12/28/2006		

**CH \$40.00 74178246**

**Total Attachments: 7**

source=63037-1 insignia and smith micro tm security agreement - insigna#page1.tif  
source=63037-1 insignia and smith micro tm security agreement - insigna#page2.tif  
source=63037-1 insignia and smith micro tm security agreement - insigna#page3.tif  
source=63037-1 insignia and smith micro tm security agreement - insigna#page4.tif  
source=63037-1 insignia and smith micro tm security agreement - insigna#page5.tif  
source=63037-1 insignia and smith micro tm security agreement - insigna#page6.tif  
source=63037-1 insignia and smith micro tm security agreement - insigna#page7.tif

## PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated December 21, 2006, is entered into between Insignia Solutions, Inc., a Delaware corporation ("Grantor"), which has a mailing address at 51 East Campbell Avenue, Suite 130, Campbell, CA 95008, and Smith Micro Software, Inc., a Delaware corporation ("Lender") having its principal office at 51 Columbia, Aliso Viejo, CA 92656.

### RECITALS

A. The Grantor, as borrower, and the Lender have entered into that certain Bridge Loan Agreement dated as of even date herewith (the "Loan Agreement") (all capitalized terms used in this Agreement and not otherwise defined herein having the meanings assigned to them in the Loan Agreement);

B. Grantor is the owner of certain intellectual property, identified below, in which Grantor is granting a security interest to Lender;

C. It is a condition precedent under the Loan Agreement that the Grantor enter into this Agreement and grant to the Lender the security interests hereinafter provided to secure the obligations of the Grantor described below

NOW THEREFORE, the parties hereto mutually agree as follows:

### 1. GRANT OF SECURITY INTEREST.

To secure the complete and timely payment and performance of all Secured Obligations (as defined in the Security Agreement, dated as of the date hereof, between the Grantor and the Lender (the "Security Agreement"), including interest that accrues after the commencement by or against any Person of any Insolvency Proceeding naming such Person as the debtor in such proceeding, and without limiting any other security interest Grantor has granted to Lender, Grantor hereby grants, assigns, and conveys to Lender a security interest in Grantor's entire right, title, and interest in and to the following, whether now owned or hereafter acquired (the "Collateral"):

(i) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all patent rights with respect thereto throughout

the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iii) All of Grantor's right to the trademarks and trademark registrations listed on Exhibit A attached hereto, as the same may be updated hereafter from time to time;

(iv) All of Grantor's right, title, and interest, in and to the patents and patent applications listed on Exhibit B attached hereto, as the same may be updated hereafter from time to time;

(v) All of Grantor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of Lender for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(vi) All of Grantor's right, title, and interest in all patentable inventions, and to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Grantor or in the name of Lender for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(vii) The entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(viii) All commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(ix) All accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(x) All products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

## **2. AFTER-ACQUIRED PATENT OR TRADEMARK RIGHTS.**

If Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new trademarks or

patents, or renewal or extension of any trademark registration. Without limiting Grantor's obligation under this Section 2, Grantor authorizes Lender to modify this Agreement by amending Exhibits A or B to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Exhibits A or B shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Exhibit A or B.

### 3. GENERAL PROVISIONS.

3.1 Rights Under Security Agreement. This Agreement has been granted in conjunction with the security interest granted to Lender under the Security Agreement. The rights and remedies of Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

3.2 Successors. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided that Grantor may not transfer any of the Collateral or any of its rights or obligations hereunder, without the prior written consent of Lender, except as specifically permitted by the Loan Agreement or the Security Agreement.


3.3 Amendment; No Conflict. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 2 of this Agreement. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving Lender greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Lender under the Security Agreement.

3.4 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

**SMITH MICRO SOFTWARE, INC.**

By:   
Title: President / CEO

**INSIGNIA SOLUTIONS, INC.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

SMITH MICRO SOFTWARE, INC.

INSIGNIA SOLUTIONS, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

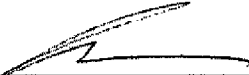
By:   
Title: CEO

Exhibit "A"

REGISTERED TRADEMARKS

Trademarks

Registrations No.

INSIGNIA

74178246

**NONE**

PENDING TRADEMARKS

**NONE**



Exhibit "B"

PATENTS

**NONE**

PATENT APPLICATIONS

**NONE**