

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
e-Frontier Inc.		11/30/2007	CORPORATION: JAPAN
RECEIVING PARTY DATA			
Name:	Smith Micro Software, Inc		
Street Address:	51 Columbia, Suite 200		
City:	Aliso Viejo		
State/Country:	CALIFORNIA		
Postal Code:	92656		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78311958	AQUAZONE	
CORRESPONDENCE DATA			
Fax Number:	(707)578-3133		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(707) 578-9333		
Email:	craig@northbay-iplaw.com		
Correspondent Name:	Craig M. Stainbrook		
Address Line 1:	412 Aviation Blvd., Ste. H		
Address Line 4:	Santa Rosa, CALIFORNIA 95403		
ATTORNEY DOCKET NUMBER:	00946.T66 9/25/08		
NAME OF SUBMITTER:	Craig M. Stainbrook		
Signature:	/Craig M. Stainbrook/		
Date:	09/25/2008		

OP \$40.00 78311958

Total Attachments: 13

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ASSET PURCHASE AGREEMENT

SIGNED: NOVEMBER 12, 2007

CLOSED: NOVEMBER 30, 2007

Document

Tab

I. Asset Purchase Agreement and Related Agreements

A. Asset Purchase Agreement

Asset Purchase Agreement, dated as of November 12, 2007 (the "Agreement"), by and between Smith Micro Software, Inc., a Delaware corporation; E-Frontier Acquisition Corporation, a Delaware corporation and a wholly-owned subsidiary of Smith Micro (collectively the "Buyer"); e-Frontier, Inc., a company incorporated under the laws of Japan ("Parent"); and e-frontier America, Inc., a California Corporation and a wholly-owned subsidiary of Parent (the "Seller")..... 1

Exhibit A Certain Definitions

Exhibit 3.2(a) Form of General Assignment and Bill of Sale (see Tab 4)

Exhibit 3.2(b) Form of Intellectual Property Assignment (see Tab 5)

Exhibit 3.2(g) Form of Legal Opinion of Counsel to Seller (see Tab 11)

Exhibit 3.4(a) Form of Assignment and Assumption Agreement (see Tab 6)

Disclosure Schedules to the Agreement..... 2

Schedule of Exceptions

Schedule 1.1(a) Receivables

Schedule 1.1(b) Inventory

Schedule 1.1(c) Machinery and Equipment

Schedule 1.1(d) Personal Property

Schedule 1.1(e) Personal Property Leases

Schedule 1.1(f) Seller Intellectual Property

Schedule 1.1(g) Deposits and Advances

Schedule 1.1(i) Governmental Approvals

Schedule 1.1(j) Seller Claims

Schedule 1.2(d) Certain Other Property

Schedule 1.3 Assumed Liabilities

Schedule 4.3 Required Consents

Schedule 4.10(a) Material Consents

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of November 12, 2007, by and among Smith Micro Software, Inc., a Delaware corporation, and E Frontier Acquisition Corporation, a Delaware corporation and wholly-owned subsidiary of Smith Micro Software, Inc. (collectively the "Buyer"), on the one hand, and e frontier, Inc., a company organized under the laws of Japan (the "Parent"), and e frontier America, Inc., a California corporation and wholly-owned subsidiary of Parent (the "Seller"), on the other hand. Certain capitalized terms used in this Agreement are defined on Exhibit A hereto.

RECITALS

WHEREAS, Seller is engaged in developing, publishing and distributing software products to the consumer market and selling related content of their software products on the Internet (the "Business"); and

WHEREAS, Buyer desires to purchase from Parent and Seller, and Parent and Seller desire to sell to Buyer: substantially all of the assets, properties, rights and claims of the Business on the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual representations, warranties, covenants and promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

ARTICLE 1

THE TRANSACTION

1.1 Purchased Assets. Subject to the terms and conditions of this Agreement, at the Closing, Parent and Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase from Parent and Seller, all of Parent's and Seller's right, title and interest in the assets, properties, goodwill and rights of Seller used, held for use or intended to be used in the Business, other than the Excluded Assets (collectively, the "Purchased Assets"), including the following:

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

[REDACTED] REDACTED [REDACTED]

(d)

[REDACTED] REDACTED [REDACTED]

(e)

[REDACTED] REDACTED [REDACTED]

(f) Intellectual Property. All Seller Intellectual Property, including the Seller Intellectual Property listed on Schedule 1.1(f), which shall include, without limitation, all Patents, Copyrights, Trade Secrets, Mask Works, Trademarks, Internet domain names and addresses, source code and Products used, held for use or intended to be used in the Business;

(g)

[REDACTED] REDACTED [REDACTED]

(h)

[REDACTED] REDACTED [REDACTED]

(i)

[REDACTED] REDACTED [REDACTED]

(j)

[REDACTED] REDACTED [REDACTED]

(k)

[REDACTED] REDACTED [REDACTED]

(l)

[REDACTED] REDACTED [REDACTED]

1.2 Excluded Assets. Notwithstanding Section 1.1, the following assets of Seller and Parent (the "Excluded Assets") shall not be included in the Purchased Assets:

(a)

[REDACTED] REDACTED [REDACTED]

(b)

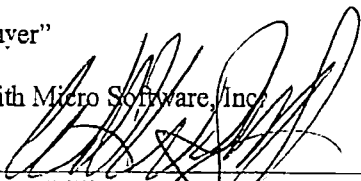
[REDACTED] REDACTED [REDACTED]

EXECUTION VERSION

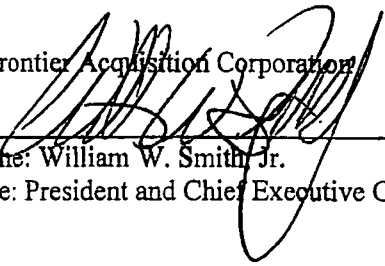
IN WITNESS WHEREOF, each of the parties has caused this Asset Purchase Agreement to be executed on its behalf by their respective officers thereunto duly authorized all as of the date first written above.

"Buyer"

Smith Micro Software, Inc.

By: 
Name: William W. Smith, Jr.
Title: President and Chief Executive Officer

E Frontier Acquisition Corporation

By: 
Name: William W. Smith, Jr.
Title: President and Chief Executive Officer

"Parent"

e frontier, Inc.

By: _____
Name: _____
Title: _____

"Seller"

e frontier America, Inc.

By: _____
Name: _____
Title: _____

[Signature Page to Asset Purchase Agreement]

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EXECUTION VERSION

IN WITNESS WHEREOF, each of the parties has caused this Asset Purchase Agreement to be executed on its behalf by their respective officers thereunto duly authorized all as of the date first written above.

"Buyer"

Smith Micro Software, Inc.

By: _____
Name: William W. Smith, Jr.
Title: President and Chief Executive Officer

E Frontier Acquisition Corporation

By: _____
Name: William W. Smith, Jr.
Title: President and Chief Executive Officer

"Parent"

e frontier, Inc.

By:
Name: Kenichi Ando
Title: President

"Seller"

e frontier America, Inc.

By:
Name: Hiroshi Sato
Title: CEO and President

Schedule 1.1(f) Intellectual Property

A. SOFTWARE

1. Poser 3-D character design and animation software package utilizing library of 3-D objects to create images for print, video and web.
2. Poser Figure Artist Based on Poser, designed as an aid to traditional figure drawing, a digital mannequin.
3. iPoser Limited version of Poser7, from which some of the advanced feature set has been removed, for Japan market only.
4. Puppet Master Poser plug-in that transfers animation data from one Poser character to another character in the same Poser scene.
5. Body Studio Allows Poser scenes to be viewed and played back in high end professional 3-D applications such as AutoDesk 3-D, Studio Max, Maya and Maxons Cinema 4-D.
6. Avatar Lab Allows creating of unique 3-D Avatars by allowing user to mix and match pre-built objects such as heads, torsos, legs.
7. Office Advantage Add-on tool for Microsoft PowerPoint enabling 3-D effects to be placed in PowerPoint presentations.
8. Aquazone 3-D aquarium creation.

B. TRADEMARKS

mark	jurisd.	serial #	reg #	Comments	ownership
ANIME STUDIO	USPTO	78919183	3266934		ef America
MOTIONAR TIST	USPTO	78666258	3162048		ef America
POSER	USPTO	74630736	1963998		assigned to ef America
POSER FIGURE ARTIST	USPTO	78932875	1(b)ITU	Notice of Allowance issued 5/8/07. 1 st req. for ext. of time re stmt of use rec'd by USPTO 10/22/07	ef America
POSERPIY SICS	USPTO	78761814	3192510		ef America
WHAT WILL YOU CREATE?	USPTO	78673267	3207546		ef America
AQUAZON E	JAPAN	08007900	4035913		assigned to ef America, assignment not recorded
AQUAZON E	UK		2026702		assigned to ef America, assignment not recorded
AQUAZON E	FR		95580704		assigned to ef America, assignment not recorded

AQUAZON E	KOREA		03955519		assigned to ef America, assignment not recorded
AQUAZON E	USPTO	2943083	78311958		assigned to ef America, assignment not recorded
AQUAZON E	GER		395291127		assigned to ef America, assignment not recorded

Exhibit 3.2(b)

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made effective as of November 30, 2007 (the "Effective Date"), by and among e frontier, Inc., a company organized under the laws of Japan (the "Parent"), e frontier America, Inc., a California corporation (the "Assignor"), and Smith Micro Software, Inc., a Delaware corporation, and e Frontier Acquisition Corporation, a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Parent, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of November 12, 2007 (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase from Parent and Assignor the Purchased Assets, including the Seller Intellectual Property.

AGREEMENT

NOW, THEREFORE, for valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

2. Assignment.

a. Parent and Assignor hereby sell, grant, transfer, convey and assign (and agree to sell, grant, transfer, convey and assign) to the Assignee, its successors and assigns, all of Parent's and Assignor's right, title and interest in and to the Seller Intellectual Property, and any rights of the Parent and Assignor in any technologies derived therefrom, including without limitation, all information, ideas, intellectual property, intellectual property rights, any tangible embodiment of any of the foregoing, anywhere used or being developed in the world, to the extent owned solely or jointly by Parent and Assignor, or licensed to Parent and Assignor, or in which Parent and Assignor have any right or interest, all patents, copyrights, trade secrets, know-how, applications, registrations, continuations, future continuations-in-part, divisions, reissues, reexaminations, extensions, and any equivalent foreign patents, copyrights and patent and copyright applications thereof, which are hereinafter developed with respect to the Seller Intellectual Property ("New Developments") together with all national, foreign, state and common law registrations, applications for registration and renewals and extensions thereof; all goodwill associated therewith; and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the Seller Intellectual Property; and to settle and retain proceeds from any such actions).

b. To the extent, if any, that, notwithstanding this Assignment, Parent and Assignor retain any rights with respect to the Seller Intellectual Property (e.g., so-called "moral

rights”), Parent and Assignor agree to waive and not to assert such rights, and have agreed that the Assignee (including its successors and assigns, and its and their licensees and sublicensees) may modify all or any portion of the Seller Intellectual Property, including, without limitation, the making of additions to or deletions from the Seller Intellectual Property, regardless of the medium (now or hereafter known) into which the Seller Intellectual Property may be modified and regardless of the effect of such modifications on the integrity of the Seller Intellectual Property, and to identify Parent and Assignor, or not to identify Parent and Assignor, as one or more authors of or contributors to the Seller Intellectual Property or any portion thereof.

3. Acceptance of Seller Intellectual Property. The Assignee hereby accepts the foregoing assignment of the Seller Intellectual Property and New Developments.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Parent’s and Assignor’s representations, warranties, covenants, agreements and indemnities relating to the Seller Intellectual Property, are incorporated herein by this reference. Parent and Assignor acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

5. Further Assurances. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

"PARENT"

E FRONTIER, INC., a company organized under the laws of Japan

By: 佐藤浩士
Name: Hiroshi Sato
Title: Corporate Director

"ASSIGNOR"

E FRONTIER AMERICA, INC., a California corporation

By: 佐藤浩士
Name: Hiroshi Sato
Title: CEO and President

"ASSIGNEE"

SMITH MICRO SOFTWARE, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

E FRONTIER ACQUISITION CORPORATION, a Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

"PARENT"

E FRONTIER, INC., a company organized under the laws of Japan

By: _____

Name: _____

Title: _____

"ASSIGNOR"

E FRONTIER AMERICA, INC., a California corporation

By: _____

Name: _____

Title: _____

"ASSIGNEE"

SMITH MICRO SOFTWARE, INC., a Delaware corporation

By: *X*  _____

Name: _____

Title: _____

E FRONTIER ACQUISITION CORPORATION, a Delaware corporation

By: *X*  _____

Name: _____

Title: _____