

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
Avot Media, Inc.		03/15/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Smith Micro Software, Inc.		
Street Address:	51 Columbia		
City:	Aliso Viejo		
State/Country:	CALIFORNIA		
Postal Code:	92656		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77411386	ACTIVEPLAY	
Registration Number:	3691578	ADVIDEO	
Serial Number:	77570445	TIPMOTION	
Registration Number:	3434855	WATCH WHAT YOU WANT	
CORRESPONDENCE DATA			
Fax Number:	(650)833-2001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650.833.2373		
Email:	tmfilings@dlapiper.com, dash.mclean@dlapiper.com		
Correspondent Name:	Paul A. McLean, Esq., DLA Piper LLP (US)		
Address Line 1:	2000 University Avenue		
Address Line 4:	East Palo Alto, CALIFORNIA 94303-2215		
ATTORNEY DOCKET NUMBER:	365044-100 AT/PAM		
NAME OF SUBMITTER:	Paul A. McLean, Esq., DLA Piper LLP (US)		

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**TRADEMARK
 REEL: 004184 FRAME: 0872**

Signature:	/Paul A. McLean/
Date:	04/13/2010
Total Attachments: 6 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif	

EXHIBIT 3.2(b)(i)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNMENT

WHEREAS, Avot Media, Inc., a Delaware corporation ("*Assignor*"), owns certain trademarks and/or service marks, and applications and/or registrations for such marks, as listed in Exhibit A attached hereto and incorporated herein by this reference (the "*Marks*");

WHEREAS, Smith Micro Software, Inc., a Delaware corporation ("*Assignee*"), desires to acquire all of the right, title and interest of Assignor in, to and under the Marks, together with the goodwill of the business symbolized by the Marks;

WHEREAS, Assignee is a successor to a portion of the business of Assignor to which the Marks pertain; and

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement dated March 15, 2010 (the "*Purchase Agreement*"), assigning, among other things, all right, title and interest in and to the Marks from Assignor to Assignee.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and convey unto Assignee; (i) its entire right, title and interest in and to the Marks (and the right to apply for any of the foregoing), together with the goodwill of the business symbolized by the Marks and the portion of the business of the Assignor to which the Marks pertain; (ii) all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and (iii) any and all other rights and interests arising out of, in connection with or in relation to the Marks; and

FURTHER, nothing contained herein shall be deemed to alter or amend the terms and provisions of the Purchase Agreement and in the event of any conflict between the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall be deemed to govern and be controlling in all circumstances. This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits and subject to the provisions thereof and shall bind and inure to the benefit of the parties thereto and their respective successors and assigns.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by an authorized officer on this 15th day of March, 2010.

Avot Media, Inc.



By: _____
Name: BRAINERD SATHIANATHAN
Title: PRESIDENT

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT

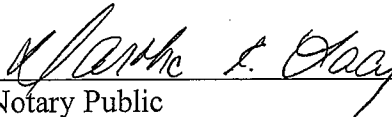
STATE OF CALIFORNIA
COUNTY OF SAN MATEO

)
) ss.
)

On March 16, 2010 before me, Martha E. Lacy, Notary Public, personally appeared Brainerd Sathianathan, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public

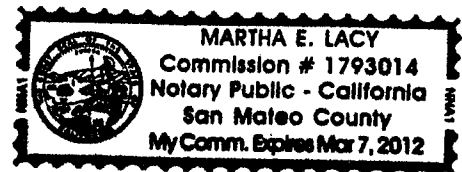


EXHIBIT A

MARKS

(See attached)

Trademark	Client-Matter/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
ACTIVEPLAY Resp. Off.: PA Legacy Log:	365044-900106/US/ United States of America <i>Class(es):</i> 09 <i>Client:</i> Avot Media, Inc. <i>Agent Name:</i> DLA Piper US LLP (East Palo Alto) <i>Owner:</i> Avot Media, Inc.	77/411386 03-Mar-2008	22-Jul-2008	AT BE BE <i>Attorney(s):</i> AT <i>Client Ref:</i> <i>Agent Ref:</i>	NOA Issued
ADVIDEO Resp. Off.: PA Legacy Log:	365044-900110/US/ United States of America <i>Class(es):</i> 42 <i>Client:</i> Avot Media, Inc. <i>Agent Name:</i> DLA Piper US LLP (East Palo Alto) <i>Owner:</i> Avot Media, Inc.	77/604668 30-Oct-2008	21-Jul-2009	3691578 06-Oct-2009 AT BE <i>Attorney(s):</i> AT <i>Client Ref:</i> <i>Agent Ref:</i>	Registered 06-Oct-2019
TIPMOTION & Design Resp. Off.: PA Legacy Log:	365044-900107/ United States of America <i>Class(es):</i> 09,42 <i>Client:</i> Avot Media, Inc. <i>Agent Name:</i> DLA Piper US LLP (East Palo Alto) <i>Owner:</i> Avot Media, Inc.	77/570445 15-Sep-2008		AT BE <i>Attorney(s):</i> AT <i>Client Ref:</i> <i>Agent Ref:</i>	Pet. to Revive

Goods: Class 9: Computer software application that allows continuous media playback across multiple media devices, namely, mobile phones, portable gaming devices, gaming consoles, television set-top boxes, computers and MP3 players.

Goods: Class 42: Providing temporary use of non-downloadable computer software for delivering web videos to mobile devices.

Goods: Class 9: Computer software for formatting and streaming video on mobile devices.

Class 42: Application service provider, namely, hosting computer software applications for formatting and streaming video on mobile devices.

Trademark	Client-Matter/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status	Next Renewal
WATCH WHAT YOU WANT Resp.Off: PA Legacy Log:	365044-900104/US/ United States of America Class(es): 09,38 Client: Avot Media, Inc. Agent Name: DLA Piper US LLP (East Palo Alto) Owner: Avot Media, Inc.	77276946 11-Sep-2007	11-Mar-2008 Attorney(s): AT BE Client Ref: Agent Ref:	3434855 27-May-2008	Registered	27-May-2018

Goods: Class 9: Downloadable computer software for viewing, searching, and organizing videos on mobile phones, MP3 players, and personal digital assistants.

Class 38: Providing streaming videos to mobile phones, MP3 players, and personal digital assistants via the Internet.