

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|----------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Insignia Solutions, Inc. | | 02/11/2007 | 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 | | |
| Name: | IS Acquisition Sub., Inc. | | |
| Street Address: | 51 COLUMBIA | | |
| City: | ALISO VIEJO | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92656 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1704661 | INSIGNIA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7075783133 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 7075789333 | | |
| Email: | Charmaine@Stainbrookllp.com | | |
| Correspondent Name: | Charmaine Stainbrook | | |
| Address Line 1: | 412 Aviation Blvd., Suite H | | |

OP \$40.00 1704661

Address Line 4: Santa Rosa, CALIFORNIA 95403

ATTORNEY DOCKET NUMBER: 00946.T48

NAME OF SUBMITTER: Charmaine Stainbrook

Signature: /Charmaine Stainbrook/

Date: 08/02/2012

Total Attachments: 13

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "**Agreement**") is made as of April 4, 2007 (the "**Effective Date**"), by Insignia Solutions, Inc., a Delaware corporation ("**Assignor**") for the benefit of Smith Micro Software, Inc., a Delaware corporation and IS Acquisition Sub, Inc., a Delaware corporation (the "**Assignees**") (hereinafter referred to collectively as the "**Parties**" and individually as a "**Party**").

RECITALS

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement, dated February 11, 2007 (the "**Purchase Agreement**").

WHEREAS, Assignor, pursuant to the Purchase Agreement, has agreed to irrevocably transfer and assign to the Assignees all of its rights, title and interest, on a worldwide basis, including, without limitation, all intellectual property rights, in and to certain copyrights, trademarks, patents, Internet domain names, proprietary information and know-how.

WHEREAS, Assignor is the sole owner of all rights, title and interest, including, without limitation, all intellectual property rights, in and to such copyrights, trademarks, patents, Internet domain names, proprietary information and know-how; and the Assignees are successors to the business of the Assignor to which these pertain.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement. For the purposes of this Agreement, the following terms will have the following meanings ascribed to them:

1.1 "**Assigned Property**" means the Copyrights, Patents, Proprietary Information, Trademarks, and Domain Names.

1.2 "**Copyrights**" means the copyright registrations set forth in Exhibit A.

1.3 "**Domain Names**" means the Internet domain names, also known as uniform resource locators, set forth in Exhibit B.

1.4 "**Patents**" means the patent applications and registrations set forth in Exhibit C.

1.5 "**Proprietary Information**" means any confidential or proprietary information, know-how and trade secrets described in, comprised in, or relating to the Purchased Assets and (b) the Copyrights, Patents, Trademarks and Domain Names.

1.6 "**Trademarks**" means any trade or service marks and logos described in, comprised in, or relating to (a) the Purchased Assets, (b) the marks and logos set forth in Exhibit D and all rights and goodwill associated therewith.

2. ASSIGNMENT; DISCONTINUE USE

Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to the Assignees (including without limitation their successors and assigns) the following rights (collectively, the "Assigned Rights"):

2.1 Domain Names. Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to the Assignees, their successors and assigns, all right, title and interest throughout the world in and to the Domain Names, including without limitation any related copyrights, trademarks, trade secrets and other intellectual property and proprietary rights (whether or not registered), including without limitation (a) all foreign, federal, state, local, statutory and common law rights and registrations, (b) the exclusive right to apply for and maintain all domestic and foreign applications and registrations therefore, (c) any and all contractual rights related to the Domain Names, (d) all goodwill associated therewith, (e) any trademarks or portions of trademarks contained within or associated with the Domain Names, (e) all benefits, privileges, causes of action and remedies relating to the foregoing, whether before or hereafter accrued, (f) the right to sue for all past, present and future infringements or other violations of any rights relating to the Domain Names and to settle and retain proceeds from any such actions, and (g) any and all other rights and interests arising out of, in connection with or in relation to the Domain Names. Further, Assignor will not register or use any domain name(s) that is/are confusingly similar to the Domain Names, throughout the world in all forms and in any media. Assignor will promptly take such other actions, including, without limitation, the prompt execution and delivery of documents requested by the Assignees to transfer the Domain Names and registrations therefore to the Assignees.

2.2 Patents. Subject to the terms and conditions of this Agreement, Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to the Assignees, their successors and assigns, all of its rights, title and interest of every kind and character throughout the world in and to the Patents to the full extent of its ownership or interest therein, including, without limitation, all domestic and foreign patent applications and registrations therefor (and all patents that issue therefrom and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such applications, registrations and patents, and the right to apply for any of the foregoing); all goodwill associated therewith; 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 any and all other rights and interests arising out of, in connection with or in relation to the Patents. The Parties agree to have executed and file with the United States Patent and Trademark Office the confirmatory assignment with respect to the Patents attached hereto as Exhibit E. Upon request by either of the Assignees, Assignor will promptly take such other actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of the Assignees in and to the Patents.

2.3 Copyrights. Subject to the terms and conditions of this Agreement, Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to the Assignees, their successors and assigns, all of its rights, title and interest of every kind and character throughout the world in and to the Copyrights to the full extent of its

ownership or interest therein, including, without limitation, all federal, state, foreign, statutory and common law and other rights therein; all domestic and foreign registrations therefor (and all renewals of such registrations, and the right to apply for any of the foregoing); 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 any and all other rights and interests arising out of, in connection with or in relation to the Copyrights. The Parties agree to have executed and file with the United States Copyright Office the confirmatory assignment with respect to the Copyrights attached hereto as Exhibit F. Upon request by either of the Assignees, Assignor will promptly take such other actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of the Assignees in and to the Copyrights.

2.4 Trademarks. Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to the Assignees (including without limitation their successors and assigns) all right, title and interest of every kind and character throughout the world in and to the Trademarks, including without limitation (a) all foreign, federal, state, local, statutory and common law and other rights therein; (b) the exclusive right to apply for and maintain all domestic and foreign trademark applications and registrations therefor (and all extensions and renewals of such applications and registrations); (c) any and all contractual rights related to the Trademarks; (d) all goodwill associated therewith and symbolized by the Trademarks and the portion of the business of the Assignor to which the Trademarks pertain; (e) all benefits, privileges, causes of action and remedies relating to the foregoing, whether before or hereafter accrued, (f) the right to sue for all past, present and future infringements or other violations of any rights relating to the Trademarks and to settle and retain proceeds from any such actions; and (g) any and all other rights and interests arising out of, in connection with or in relation to the Trademarks. The Parties agree to have executed and file with the United States Patent and Trademark Office the confirmatory assignment with respect to the Trademarks attached hereto as Exhibit G. Upon request by either of the Assignees, Assignor will promptly take such other actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of the Assignees in and to the Trademarks.

2.5 Proprietary Information. Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to the Assignees (including without limitation their successors and assigns) all right, title and interest of every kind and character throughout the world in and to the Proprietary Information, including, without limitation, (a) all foreign, federal, state, local, statutory and common law and other rights therein and in copyrights, moral rights, trade secrets, know-how and all other intellectual property and proprietary rights embodied or contained therein; (b) any and all contractual rights related to the Proprietary Information; (c) all goodwill associated therewith; (d) all benefits, privileges, causes of action and remedies relating to the foregoing, whether before or hereafter accrued, (e) the right to sue for all past, present and future infringements or other violations of any rights relating to the Proprietary Information and to settle and retain proceeds from any such actions; and (f) any and all other rights and interests arising out of, in connection with or in relation to the Proprietary Information. Upon request by either of the Assignees, Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in

recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of the Assignees in and to the Proprietary Information.

3. OTHER MATTERS.

3.1 Later Acquired or Enlarged Rights. In the event that Assignor hereafter acquires, by agreement, operation of law or otherwise, ownership or other additional or greater interest in the Assigned Rights than that assigned hereunder, such later-acquired rights will automatically be subject to this Agreement such that such rights are assigned to the Assignees hereunder as if Assignor had possessed them on the Effective Date.

3.2 Appointment. In the event that the Assignees are unable, after reasonable notice to Assignor, for any reason whatsoever, to secure Assignor's signature to any document Assignor is required to execute pursuant to Section 2 to vest, secure, perfect, protect or enforce the rights and interests of the Assignees in and to the Assigned Rights, Assignor hereby irrevocably designates and appoints the Assignees and their duly authorized officers and agents as Assignor's agents and attorneys-in-fact, to act for and on its behalf and instead of Assignor, to execute and file any such documents and to do all other lawfully permitted acts to further the purposes of Section 2 with the same legal force and effect as if executed by Assignor.

3.3 Delivery. Assignor represents and warrants that as of the Effective Date, Assignor has delivered to the Assignees all media, including, without limitation, all disks, tapes, CDs and other tangible property necessary for the transfer of the Assigned Rights from Assignor to the Assignees pursuant to the terms and conditions of this Agreement.

3.4 Discontinued Use. Except as otherwise provided in the Transition Services Agreement by and between the Parties dated of even date herewith (the "**Transition Services Agreement**"), Assignor agrees to immediately discontinue using in any manner the Assigned Rights.

4. GENERAL

4.1 Governing Law. This Agreement is to be construed in accordance with and governed by the internal laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties.

4.2 Attorneys' Fees. If the Assignees commence any action or proceeding against the other Party to enforce this Agreement or any of the Assignees' rights hereunder, the prevailing Party will be entitled to its reasonable expenses related to such action or proceeding, including reasonable attorneys' and expert fees.

4.3 No Waiver. No delay, failure or waiver by the Assignees to exercise any right or remedy under this Agreement, and no partial or single exercise of any such right or remedy, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise of such right or remedy limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.

4.4 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.

4.5 Entire Agreement. This Agreement, including any exhibit(s) hereto which are incorporated herein by this reference, the Purchase Agreement and the Transition Services Agreement, serve to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written) relating to the same subject matter. No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by a duly authorized signatory of the Party against which enforcement of the amendment or modification is sought.

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IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed on its behalf
by its duly authorized representative as of the Effective Date.

ASSIGNOR

INSIGNIA SOLUTIONS, INC.,
a Delaware corporation

By: 

Name: Mack McMillan

Title: CEO

[Signature Page to Intellectual Property Assignment Agreement]

sd-368766

Exhibit A
Copyrights

None

24796/00200/DOCS/1710894.1

TRADEMARK
REEL: 004835 FRAME: 0110

Exhibit B
Domain Names

URL – the url “www.insignia.com”

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TRADEMARK
REEL: 004835 FRAME: 0111

Exhibit C

Patents

| SLG File No. | Serial Number & Filing Date | Title | Comments |
|--------------|--------------------------------|-------|----------|
| [REDACTED] | | | |

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Exhibit D

Trademarks

1. SoftPC", Registration No. 73658960, owned by Insignia Solutions Limited.
2. "Insignia", Registration No. 1704661, owned by Insignia Solutions, Inc.

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Exhibit E

Confirmatory Assignment Patents

| SLG File No. | Serial Number & Filing Date | Title | Comments |
|--------------|-----------------------------------|-------|----------|
| [REDACTED] | | | |

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Exhibit F

Confirmatory Assignment Copyrights

None

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TRADEMARK
REEL: 004835 FRAME: 0115

Exhibit G

Confirmatory Assignment Trademarks

1. SoftPC", Registration No. 73658960, owned by Insignia Solutions Limited.
2. "Insignia", Registration No. 1704661, owned by Insignia Solutions, Inc.

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