

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533179

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900503151		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smith Micro Software, Inc.		06/13/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bondware, Inc.		
Street Address:	239 John Rice Blvd., Suite F		
City:	Murfreesboro		
State/Country:	TENNESSEE		
Postal Code:	37129		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1963998	POSER	
Registration Number:	3192510	POSERPHYSICS	
CORRESPONDENCE DATA			
Fax Number:	6152483040		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(615) 252-3552		
Email:	mward@bradley.com		
Correspondent Name:	Mary Ward		
Address Line 1:	1600 Division Street, Suite 700		
Address Line 4:	Nashville, TENNESSEE 37203		
NAME OF SUBMITTER:	/Mary Ward/		
SIGNATURE:	/Mary Ward/		
DATE SIGNED:	07/23/2019		
Total Attachments: 3			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") dated as of June 13, 2019, by and between Smith Micro Software, Inc., a Delaware corporation ("Seller"), in favor of Bondware, Inc., a Tennessee corporation ("Buyer"), is entered into pursuant to that certain Asset Purchase Agreement dated as of June 5, 2019, between Seller and Buyer (the "Purchase Agreement"). Seller and Buyer are sometimes individually referred to as a "Party" and collectively as the "Parties."

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

1. Definitions. Unless otherwise defined herein, all capitalized terms used herein shall have the definitions given such terms in the Purchase Agreement.

2. Conveyance and Assignment. Seller hereby conveys, transfers, assigns, sells and delivers to Buyer, its successors and assigns, all of Seller's right, title and interest in and to the Seller Registered Intellectual Property Rights described in Exhibit A attached hereto and all related goodwill.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, (i) the Parties' representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets, and (ii) matters of applicable law, venue, dispute resolution, and all other general provisions, are incorporated herein by this reference.

4. Counterparts; Facsimile. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. Signatures of the Parties transmitted by facsimile or .pdf format via electronic mail shall be deemed to be their original signatures for all purposes.

5. Binding Effect. This Assignment shall be binding upon the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

6. Registration. This Assignment may be recorded with the United States Patent and Trademark Office or with any other appropriate office of any other jurisdiction to evidence the assignment of the Seller Registered Intellectual Property.

[signatures follow]

This Intellectual Property Assignment is effective as of the date first written above.

SELLER:

SMITH MICRO SOFTWARE, INC.

By: 

Name: Timothy C. Huffmyer

Title: CFO

TRADEMARK

REEL: 006701 FRAME: 0089

EXHIBIT A
SELLER REGISTERED INTELLECTUAL PROPERTY

Trademarks

Trademark	Country	Serial No	App Filing Date	Reg No	Reg Date
Poser	U.S.	74630736	2/6/95	1963998	3/26/96
Poserphysics	U.S.	78761814	11/28/05	3192510	1/2/07