

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7761633

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AVAST SOFTWARE S.R.O.	04/16/2021
RECEIVING PARTY DATA	
Name:	SMITH MICRO SOFTWARE, INC.
Street Address:	5800 CORPORATE DRIVE
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15237
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17666436
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	docketing@farjami.com
Correspondent Name:	FARJAMI & FARJAMI LLP
Address Line 1:	26522 LA ALAMEDA AVE
Address Line 2:	SUITE 360
Address Line 4:	MISSION VIEJO, CALIFORNIA 92691
ATTORNEY DOCKET NUMBER:	0430127C1
NAME OF SUBMITTER:	EVAN C. GUNDERMAN
SIGNATURE:	/Evan C. Gunderman/
DATE SIGNED:	01/25/2023
Total Attachments: 4	
source=0430127C1 Assignment from Avast to Smith Micro#page1.tif	
source=0430127C1 Assignment from Avast to Smith Micro#page2.tif	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "IP Assignment Agreement") is made and entered into as of April 16, 2021 by and among Smith Micro Software, Inc., a Delaware corporation ("Assignee"), and Avast Software s.r.o., a limited liability company incorporated and existing under the laws of the Czech Republic, with its seat at Piktova 1737/1a, Nusle, 140 00 Prague 4, Czech Republic, Business ID No. 021 76 475, registered in the Commercial Register maintained by the Municipal Court in Prague, File No. C 216540 ("Assignor"). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, this IP Assignment Agreement is made and entered into in connection with the consummation of the transactions contemplated by that certain Membership Interest and Asset Purchase Agreement, dated as of March 8, 2021 (the "Purchase Agreement"), by and among Assignee, Avast plc, a public company limited by shares organized under the laws of England and Wales, AVG Technologies USA, LLC, a Delaware limited liability company, and Location Labs, LLC, a Delaware limited liability company; and

WHEREAS, under the terms of the Purchase Agreement, Parent and Direct Seller have agreed to, and have agreed to cause the Related Subsidiaries to, sell, grant, assign, transfer, convey and deliver to Assignee, among other assets, the Transferred Seller IP, including but not limited to the registered Transferred Seller IP rights set forth on Schedule A to this IP Assignment Agreement (the "Transferred IP"); and

WHEREAS, the execution and delivery of this IP Assignment Agreement is required by the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee do hereby agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee does hereby purchase, acquire, and accept, all right, title and interest of Assignor in and to the Transferred IP, in each case free and clear of any and all Encumbrance (other than Permitted Encumbrances), worldwide. To the extent applicable, this assignment includes all of the common law rights and reputational rights of Assignor in or to (and goodwill of Assignor associated with) the Transferred IP and any and all of Assignor's other rights, privileges, and priorities provided under applicable law with respect to the Transferred IP worldwide. This assignment includes the Transferred IP listed on Schedule A attached hereto, any and all inventions described therein, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise, including in and to any application that is based in whole or in part on the Transferred IP and including divisional, continuing, continuation-in-part, substitute, renewal, reissue, reexamination, and any other applications or extension of any kind of any of the foregoing, for example, that claim priority to any such patent applications and patents, and patent applications and patents which have or which may be filed thereon or may be granted therefor, including any and all counterparts worldwide.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States, the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding

entities or agencies in any applicable jurisdictions to record and register this IP Assignment Agreement upon request by Assignee.

3. Relationship with Purchase Agreement. This IP Assignment Agreement is executed and delivered pursuant to the Purchase Agreement. In the event of a conflict between the terms and conditions of this IP Assignment Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede, and prevail. Nothing in this IP Assignment Agreement shall be construed to amend or modify the Purchase Agreement or any terms thereof in any manner and, notwithstanding the execution and delivery of this IP Assignment Agreement, the Purchase Agreement shall remain in full force and effect in accordance with its terms.

4. Governing Law; Jurisdiction. This IP Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, applicable to contracts made and performed in such State, without regard to conflicts of laws principles. Section 10.6 of the Purchase Agreement shall apply *mutatis mutandis* to this IP Assignment Agreement.

5. Modification or Waiver. This IP Assignment Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed by each party hereto. No failure or delay of a party in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. Any agreement on the part of any party hereto to any waiver will be valid only if set forth in a written instrument executed and delivered by such party. The rights and remedies of the parties hereunder are cumulative and are not exclusive of any rights or remedies which they would otherwise have hereunder.

6. Successors and Assigns. This IP Assignment Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

7. Counterparts. This IP Assignment Agreement may be executed in multiple counterparts, each of which will be deemed to be an original but all of which will constitute one and the same agreement. This IP Assignment Agreement may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature will constitute an original for all purposes.

[Remainder of this page intentionally left blank. Signatures on following page.]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this IP Assignment Agreement as of the date first above written.

ASSIGNOR:

Avast Software s.r.o.

By: 
Name: Phil Marshall
Title: Executive Director

ASSIGNEE:

Smith Micro Software, Inc.

By: _____
Name: Timothy C. Huffmyer
Title: Chief Financial Officer

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this IP Assignment Agreement as of the date first above written.

ASSIGNOR:

Avast Software s.r.o.

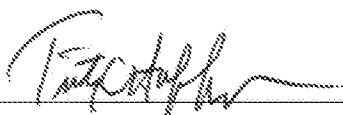
By: _____

Name: _____

Title: _____

ASSIGNEE:

Smith Micro Software, Inc.

By:  _____

Name: Timothy C. Huffmyer

Title: Chief Financial Officer

[Signature Page to IP Assignment Agreement]