

06-17-1998

heet U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94) Tab settings



100741506

To the Asst. Commissioner for Trademarks, U.S. Patent and Trademark Office, Washington, DC 20503. Original documents or copy thereof.

Ms. 6-1-98

1. Name of conveying party(ies):
Macromedia, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Delaware

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: May 5, 1998

2. Name and address of receiving party(ies):

Name: Apple Computer, Inc.
 Internal Address: _____
 Street Address: 1 Infinite Loop
 City: Cupertino State: CA ZIP: 95014

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75-075,988

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael W. Hicks
 Internal Address: 38-TM
 Street Address: 1 Infinite Loop
 City: Cupertino State: CA ZIP: 95014

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

01-2150

(Attach duplicate copy of this page if paying by deposit account)

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40.00 CH

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael W. Hicks Michael W. Hicks 6/1/98
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
Asst. Commissioner for Trademarks, Box Assignments
2900 Crystal Drive, Arlington, VA 22202-3513

LJV/cak 02/16/94

TRADEMARK
REEL: 1741 FRAME: 0668

ASSIGNMENT OF TRADEMARK

AGREEMENT, entered into this 5th day of May, 1998, by and between Macromedia, Inc., a corporation of the state of Delaware, having its principal place of business at 600 Townsend, Suite 310, San Francisco, California 94103 (hereinafter "Macromedia"); and Apple Computer, Inc., a corporation of the state of California, having its principal place of business at One Infinite Loop, Cupertino, California 95014 (hereinafter "Apple").

WHEREAS, Macromedia now desires to assign to Apple any and all of Macromedia's right, title, and interest, in and to the trademark FINAL CUT, including all common law and statutory rights therein, together with and the goodwill of the business symbolized by said trademark;

WHEREAS, Apple is desirous of acquiring all right, title, and interest, in and to said trademark, including all common law and statutory rights therein, together with and the goodwill of the business symbolized by said trademark;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Macromedia's United States Rights:

Macromedia has intended to use the trademark FINAL CUT in commerce and has filed a trademark application in the United States Patent and Trademark Office assigned Serial No. 75-075,988, indicating that intention, but has not yet filed an allegation of use under Sections 1(c) or 1(d) of the Trademark Act. Macromedia hereby assigns, grants, transfers and otherwise conveys to Apple all right, title, and interest, in and to said trademark in the above identified application as part of the entire business or portion thereof, to which the mark pertains as required by 15 U.S.C. Section 1060.

2. Assignment of Macromedia's Worldwide Rights:

Macromedia hereby assigns, grants, transfers and otherwise conveys to Apple any and all of Macromedia's worldwide statutory and common law right, title, and interest, in and to the trademark FINAL CUT along with the goodwill of the business appurtenant thereto, including all rights of prosecution, registration, and enforcement of the trademark in Apple's name, and the right to sue for any and all past and present causes of action, of whatever nature and wheresoever occurring, arising from or relating to the trademark.

3. Recordation of Grants:

Apple, at its sole election and at its expense, may record the foregoing in the United States and international Trademark Offices. Macromedia agrees to execute any and all documentation reasonably necessary to effectuate such recordation(s), including but not limited to the assignment of the pending intent-to-use trademark application in the United States.

TRADEMARK
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