

9-13-99



Tab settings

To the Honorable Commissioner of Patent.

101145142

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Autodesk, Inc.
111 McInnis Parkway
San Rafael, California 94903

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

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

3. Nature of conveyance:

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

Execution Date: **August 24, 1998**

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

Name: **Thomas Publishing Company**

Internal Address:

Street Address: **5 Penn Plaza**

City: **New York** State: **NY** ZIP: **10001**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **New York**
- 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 numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,993,191

Additional numbers attached? Yes No

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

Name: **James R. Meyer**

Internal Address:

Schnader Harrison Segal & Lewis LLP

Street Address: **1600 Market Street, Suite 3600**

City: **Philadelphia** State: **PA** ZIP: **19103**

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:

DO NOT USE THIS SPACE

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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.

James R. Meyer

Name of Person Signing

Signature

Date

9/18/99

Total number of pages including cover sheet, attachments, and document:

5

EXHIBIT C

ASSIGNMENT OF TRADEMARKS

WHEREAS, Autodesk, Inc., a Delaware Corporation, having its principal place of business at 111 McInnis Parkway, San Rafael, California 94903 ("Assignor"), is the owner of the trademarks/service marks as listed on Attachment A attached hereto; and

WHEREAS, Thomas Publishing Company, a New York corporation, having its principal place of business at 5 Penn Plaza, New York, New York 10001 ("Assignee"), is desirous of acquiring said trademarks/service marks together with the that portion of Assignor's business with which said trademark/service marks are used and which are symbolized by said marks and any and all registrations and applications for registration of said marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor has, subject to the last paragraph hereof, assigned and does hereby sell, transfer, convey and assign unto Assignee the entire right, title, and interest in and to said marks, all registrations and all applications for registration of said marks, including without limitation the right to recover for past infringement of said marks, and the good will of the business in connection with which said marks are used and which are symbolized by said marks.

Assignor hereby covenants and represents that the execution, delivery and performance of this Assignment of Trademarks by Assignor has been duly and validly authorized by all necessary corporate action, that this Assignment of Trademarks has been duly and validly executed and delivered by Assignor and that this Assignment of Trademarks constitutes a valid a legally binding agreement of Assignor, enforceable against Assignor in accordance with its terms. The execution, delivery and performance of this Assignment of Trademarks does not conflict with, result in a breach of, or constitute a default under any applicable law, judgment, order, injunction, decree, rule or regulation, or ruling of any court or governmental instrumentality, or the articles of incorporation, bylaws or resolutions of the Board of Directors of Assignor, or conflict with, constitute grounds for termination of or result in a breach of or constitute a default under any agreement, instrument, license or permit to which Assignor is or will be subject.

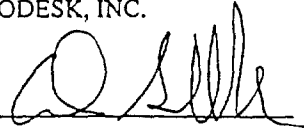
Assignor hereby further covenants and agrees that Assignor will communicate to Assignee, its successors, legal representatives and assignees, any facts known to Assignor respecting said marks, and at Assignee's sole expense testify in any legal proceeding, sign all lawful papers, execute all applications for registration, make all rightful oaths, and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection for said marks in all countries.

Assignor and Assignee agree that this Assignment of Trademarks shall be effective on November 12, 1997.

IN WITNESS WHEREOF, this Assignment of Trademarks is executed at San Rafael,
California, this 11th day of November, 1997.

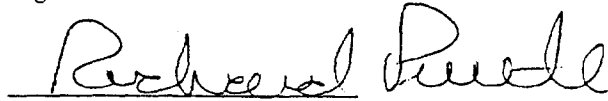
AUTODESK, INC.

By:



Acknowledged:

By:



Name:

Richard Pevzler

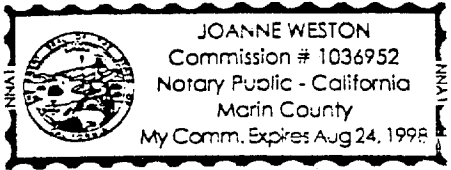
Date:

11/7/97

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF Marin)

On this 7th day of November 1997, before me, the undersigned, a Notary Public for the State of California, personally appeared Dominic Galbello, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument as Vice President of the corporation named therein, and acknowledged to me that he executed the same as his voluntary act on behalf of such corporation with authority to do so for the purposes therein set forth.



Joanne Weston
Notary Public

My Commission expires: August 24, 1998

Attachment A to Assignment of Trademarks

1. PlantSpec™
2. PartSpec® (U.S. Class 9 Registration No. 1,993,191 (Principal Register) Effective 8/13/96)
3. Autodesk® Mechanical Library
4. Autodesk® Design & Construction Library.