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SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



1

Tab settings

To the Honorable Commissioner of

101249018

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Autodesk, Inc.

June
12.10.99

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other _____

- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: June 30, 1998

2. Name and address of receiving party(ies)

Name: Broderbund Software, Inc.

Internal Address: _____

Street Address: 500 Redwood Blvd.

City: Novato State: CA ZIP: 94947

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

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

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s)

2,107,961
2,138,767

Additional numbers attached? Yes No

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

Name: Mattel, Inc.

Internal Address: Attn: Legal Department

Street Address: 500 Redwood Blvd.

City: Novato State: CA ZIP: 94947

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed

Authorized to be charged to deposit account

Deduct additional fees payable from deposit account 07-1907 if necessary

8. Deposit account number:

Gray Cary Ware & Freidenrich

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

01/19/2000 DCDATES 0000000 071907 2107961

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 25.00 CH

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.

Cheryl A. Goodall
Name of Person Signing

Cheryl A. Goodall
Signature

December 10, 1999
Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002010 FRAME: 0439

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made as of June 30, 1998, by and between BRØDERBUND SOFTWARE, INC., a Delaware corporation ("Buyer"), and AUTODESK, Inc., a Delaware corporation ("Seller").

WITNESSETH:

WHEREAS, Seller is engaged in the business of developing, marketing, distributing and customizing a variety of software products; and

WHEREAS, Seller desires to sell certain assets, operations and business, which consist of the assets described in Section 1.1 of this Agreement (collectively, the "Business"), including, the computer software programs marketed under the Picture This Home!® and Designer's Vision product lines (collectively, the "Programs");

WHEREAS, subject to the terms and conditions of this Agreement, Buyer desires to purchase and Seller desires to sell and transfer to Buyer, certain of the assets, operations and business that constitute the Business as described herein. In conjunction therewith, Seller desires to assume certain obligations and liabilities associated with the assets so purchased (the "Acquisition"); and

WHEREAS, the parties intend, in conjunction with this Agreement, for Autodesk to license to Brøderbund certain technology which is not included in the Acquisition.

NOW, THEREFORE, in consideration of the terms, covenants, and conditions hereinafter set forth, the parties hereto agree as follows:

1. Assets and Liabilities Being Purchased and Assumed.

1.1 Purchased Assets. Subject to the provisions of Section 1.3 below, Buyer hereby agrees to purchase from Seller, and Seller hereby agrees to sell, transfer and assign to Buyer, on the Closing Date (as hereinafter defined), the assets set forth in this Section 1.1, (collectively referred to herein as the "Purchased Assets"), free and clear of any and all mortgages, security interests, liens, options, pledges, equities, claims, charges, restrictions, conditions, conditional sale contracts and any other adverse interests or other encumbrances of any kind whatsoever, other than the Assumed Obligations as set forth in Section 2.1 below (hereinafter, collectively "Liens or Encumbrances"); provided, however, that the Purchased Assets shall not include, and Seller shall retain, the Excluded Assets (as hereinafter defined). The Purchased Assets shall consist of the following:

(a) Except as set forth in Section 1.3 below, the rights of Seller in and to the computer programs identified on Schedule 1.1(a) (the "Programs") as the Programs exist at the time of Closing, including all programs, line extensions, upgrades, updates, modifications, online applications related to the Programs, in each case whether commercially available or in development as of the Closing Date, and all related source and object code, as well as all source code and object

code in development, designs, processes, drawings, schematics, blueprints, copyrights, copyright applications, inventions, processes, know-how, or trade secrets or proprietary information (together with the Trademarks, as defined below, the "Intellectual Property"); and

(b) The technical and descriptive materials (other than those materials held as inventory) relating to the design, development, use or maintenance of computer program code and program documentation and materials in any and all languages related to the Programs, as listed on Schedule 1.1(b) hereto (the "Technical Documentation");

(c) The trade names, trademarks and service marks (including registrations, licenses and applications pertaining thereto) identified on Schedule 1.1(c) hereto, together with all goodwill associated therewith (the "Trademarks");

(d) Copies of all customer, end user and product data relating solely to the Programs, including customer registration databases, marketing materials and strategic plans. Buyer acknowledges and agrees that ownership of the information set forth in this Section 1.1(d) remains with Seller, and, except as set forth in Section 7.7 (Non-Competition) nothing in this Agreement shall be construed so as to limit Seller's or Buyer's rights to retain, access and use such information.

(e) The tangible personal property owned by Seller, identified in the fixed asset schedule attached hereto as Schedule 1.1(e) (collectively, the "Fixed Assets");

(f) Upon effective assignment, all of Seller's rights and obligations under the agreements identified on Schedule 1.1(f) attached hereto (collectively the "Assigned Contracts") including, without limitation, the right to publish the digital content of those manufacturers providing content directly to Seller, subject to Buyer's obtaining all consents to assignments required under the Assigned Agreements. Seller shall assist Buyer in good faith in obtaining all required consents. Buyer hereby fully and forever releases Seller from any liability to Buyer arising out of failure or inability to obtain any required consent, except in cases where Seller fails to assist Buyer in good faith to obtain any such consent;

(g) All of Seller's accounts receivable relating to the Business incurred on or after the Closing Date, and all schedules, records and other documentation related to such accounts or notes receivable, including, without limitation, all license fees and maintenance fees owing or to become owing under Assigned Contracts, advance payments, claims for refunds and deposits and other prepaid items existing on the Closing Date, and all notes, chattel paper or other documents or instruments evidencing the payment obligations of the account or note debtors;

(h) Copies of certain financial data relating exclusively to the Business. Buyer acknowledges and agrees that ownership of the information set forth in this Section 1.1(h) remains with Seller and that some of the financial and other information which may relate to the operation of the Business is confidential, non-public, or proprietary information of Seller which shall not be provided to Buyer; and

(i) The goodwill associated with the Purchased Assets

1.2 Excluded Assets. Except as expressly identified in Section 1.1, Buyer shall not purchase, and there shall not be included in the Purchased Assets being sold to Buyer, any of the

IN WITNESS WHEREOF, the undersigned have caused this Asset Purchase Agreement to be executed by officers thereunto duly authorized, on the date first above stated.

BRODERBUND SOFTWARE, INC.
a Delaware corporation

By: *J. Mark Heitler*
Its: GROUP VP & CFO

AUTODESK, INC.
a Delaware corporation

By: _____
Its: _____

IN WITNESS WHEREOF, the undersigned have caused this Asset Purchase Agreement to be executed by officers thereunto duly authorized, on the date first above stated.

BRØDERBUND SOFTWARE, INC.
a Delaware corporation

By: _____
Its: _____

AUTODESK, INC.
a Delaware corporation

By:  29 Jun 98
Its: VP, P.S.G.

Schedule A

PICTURE THIS HOME! and Design	2,138,767	Registered February 24, 1998
PICTURE THIS HOME!	2,107,961	Registered October 21, 1997