



10. If document is an assignment of a trademark right to an assignee who is not domiciled in the United States, such assignee has designated a domestic representative.  
[ ] per attached designation [ ] other:
11. To the best of my knowledge and belief of the undersigned, the foregoing information is true and correct and any attached copy is a true copy of the original document.

12. Date: January 20, 2000

  
Name: Jacqueline A. Schick

## TRADEMARK ASSIGNMENT

### (Exhibit B to Intellectual Property Assignment)

WHEREAS, Macromedia, Inc. ("Macromedia"), a corporation organized and existing under the laws of the State of Delaware, having offices at 600 Townsend Street, San Francisco, California 94103, and Lotus Development Corporation ("Lotus"), a corporation organized and existing under the laws of the State of Delaware, having a place of business at 55 Cambridge Parkway, Cambridge, MA 02142, have entered into Asset Purchase Agreement dated as of July 29, 1999 (the "Purchase Agreement"), the terms, conditions and definitions of which are incorporated herein by reference; and

WHEREAS, as part of the Purchase Agreement, Macromedia wishes to assign and transfer certain trademark assets of Assigned Intellectual Property (as defined in the Purchase Agreement) to Lotus;

WHEREAS, Macromedia and Lotus have entered into Intellectual Property Assignment Agreement on even date herewith (the "IP Assignment"), the terms, conditions and definitions of which are incorporated herein by reference; and

WHEREAS, as part of the IP Assignment, Macromedia wishes to assign and transfer certain registered, pending and common law trademark assets (collectively the "Assigned Trademarks") to Lotus;

WHEREAS, Macromedia, has adopted and used, in connection with Product Software (as defined in the Purchase Agreement) the following trademarks and has trademark registrations issued from or trademark applications filed with the United States Patent and Trademark Office or other trademark offices therefor:

TRADEMARK	COUNTRY	DATE OF REGISTRATION OR FILING	REGISTRATION OR APPLICATION NUMBER	STATUS/NEXT ACTION
Pathware	US		75/453,591	
Pathware	US		75/445,596	
Pathware	Canada		875,498	

as well as any common law interest or rights to any trademarks relating to Software Products, including but not limited to the following common law marks:

COMMON LAW TRADEMARK	APPROXIMATE DATE OF FIRST USE	COUNTRY OF USE
Pathway		No registrations
Solis		No registrations
Pathmaker		No registrations
Pathway Offroad		No registrations
Pathway Backplane Monitor		No registrations
Pathway Personal		No registrations

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Macromedia does hereby sell, assign and transfer unto Lotus all right, title and interest in and to the Assigned Trademarks together with the goodwill associated therewith.

IN WITNESS WHEREOF, this Assignment has been executed on behalf of Macromedia by one of its duly authorized officers as of August 30, 1999.

MACROMEDIA, INC.

By: Joan E. Hillery

Title: Vice President, General Counsel