

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/03/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Macromedia, Inc.		12/03/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Adobe Systems Incorporated
Street Address:	345 Park Avenue
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95110
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	2864988	BREEZE
Registration Number:	2844051	FLASHHELP
Registration Number:	2953255	ROBOENGINE
Registration Number:	2610653	ROBOINFO
Registration Number:	2606691	SHOCKWAVE
Registration Number:	2648129	SHOCKWAVE
Registration Number:	2603706	SHOCKWAVE
Registration Number:	2498876	ROBOHELP
Registration Number:	2424671	MACROMEDIA
Registration Number:	2817626	ROUNDTRIP HTML
Registration Number:	1509123	ROUNDTRIP
Registration Number:	2855434	FLASH
Registration Number:	2650911	MACROMEDIA FLASH

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Registration Number:	2852245	FLASH
Registration Number:	2520435	MACROMEDIA FLASH
Registration Number:	2294926	DREAMWEAVER
Registration Number:	2388945	SHOCKWAVE
Registration Number:	1901566	SHOCKWAVE
Registration Number:	1961762	AUTHORWARE
Registration Number:	2214844	FREEHAND
Registration Number:	1822467	FONTGRAPHER
Registration Number:	1732772	ROBOHELP
Registration Number:	2043911	FIREWORKS
Registration Number:	1600438	DIRECTOR
Serial Number:	78386343	BREEZE
Serial Number:	78467531	CAPTIVATE
Serial Number:	78467536	CAPTIVATE
Serial Number:	78465266	CAPTIVATE
Serial Number:	78525093	CONTRIBUTE
Serial Number:	78522193	FLASH LITE
Serial Number:	78522211	FLASH LITE
Serial Number:	78307748	FLASHCAST
Serial Number:	78562897	FLASHPAPER
Serial Number:	78386815	FLEX
Serial Number:	78386776	FLEX

CORRESPONDENCE DATA

Fax Number: (206)675-6818
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 206.675.7000
Email: tm@adobe.com
Correspondent Name: Adobe Systems Incorporated
Address Line 1: 801 North 34th Street
Address Line 2: Legal Department
Address Line 4: Seattle, WASHINGTON 98103

NAME OF SUBMITTER:	Daniel C. Poliak
Signature:	/Daniel C. Poliak/
Date:	12/06/2005

Total Attachments: 6

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**TRADEMARK ASSIGNMENT AGREEMENT BETWEEN
MACROMEDIA, INC. AND ADOBE SYSTEMS INCORPORATED**

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is effective this *3rd* day of *December* 2005 (the "Effective Date") by and between **MACROMEDIA, INC.**, a Delaware corporation with its principal place of business at 601 Townsend Street, San Francisco, California 94103 ("Assignor"), and **ADOBE SYSTEMS INCORPORATED**, a Delaware corporation with its principal place of business at 345 Park Avenue, San Jose, California 95110-2704 ("Assignee"). Assignor and Assignee may be collectively referred to herein as the "Parties."

RECITALS

A. Assignor owns the entire right, title and interest in and to certain trademarks, trade names and trademark registrations and applications, including but not limited to those listed in **Schedule A** ("Trademarks List") attached hereto and incorporated herein (collectively, the "Trademarks").

B. The Parties mutually desire that Assignee acquire Assignor's entire right, title and interest in and to the Trademarks.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

AGREEMENT

1. Assignor, on behalf of itself and its predecessors and successors in interest, hereby sells, assigns and transfers to Assignee and Assignee's successors, assigns and legal representatives, and Assignee hereby accepts: (a) all of Assignor's right, title and interest, including but not limited to, rights to existing causes of action and the right to past damages associated therewith, that Assignor has in or to the Trademarks; and (b) that part of the goodwill of Assignor's business connected with and symbolized by the Trademarks.

2. Assignor hereby acknowledges that it retains no right to use the Trademarks and agrees not to challenge, or to assist others to challenge the validity, or Assignee's ownership, of the Trademarks. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into by Assignor that would conflict with this Agreement.

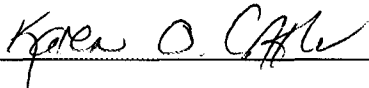
3. Assignor hereby covenants that, upon the request of Assignee, Assignor will promptly provide Assignee with all pertinent facts and documents relating to the Trademarks as may be known and reasonably accessible to Assignor and will testify as to the same in any opposition, litigation or any proceeding related thereto. At Assignor's expense, Assignor will promptly execute and deliver to Assignee or its legal representatives any and all documents, instruments or affidavits required to apply for, obtain, maintain, register and enforce the Trademarks, which Assignee in each case may reasonably in good faith deem necessary or desirable to carry out the purpose thereof.

4. Assignor will take all reasonably necessary steps to give effect to, and further the purposes of, this Agreement, including but not limited to, signing such documents as may be

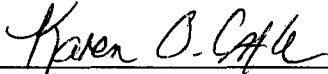
necessary from time to time for the purpose of recording the transfer and assignment of the Trademarks with trademark registries throughout the world.

IN WITNESS WHEREOF, the undersigned have caused their duly authorized representatives to execute this Agreement effective as of the Effective Date and in the capacity shown below.

MACROMEDIA, INC.
("ASSIGNOR")

By: 
Karen O. Cottle
Vice President and Secretary

ADOBE SYSTEMS INCORPORATED
("ASSIGNEE")

By: 
Karen O. Cottle
Senior Vice President, General
Counsel and Corporate Secretary

SCHEDULE A

TRADEMARKS LIST

MARK	COUNTRY	CLASSES	REG. NUMBER	STATUS
I-STEP ROBOPDF	United States	09	2,825,116	Registered
ACTIVEEDIT	United States	09	2,206,045	Registered
ACTIVETEST	United States	09	2,221,926	Registered
ALTSYS ROLLUP	United States	09	1,811,963	Registered
ALURE	United States	42	2,495,768	Registered
AUTHORWARE	United States	09	1,961,762	Registered
AUTHORWARE STAR	United States	09	1,846,593	Registered
BREEZE	United States	09, 38, 42	78386343	Pending
BREEZE	United States	09, 42	2,864,988	Registered
CAPTIVATE	United States	09	78467531	Pending
CAPTIVATE	United States	41	78467536	Pending
CAPTIVATE	United States	42	78465266	Pending
CERTIFIED ROBOHELP INSTRUCTOR	United States	B	2,635,948	Registered
CLUSTERCATS	United States	09	2,304,074	Registered
COLD FUSION	United States	09	1,971,442	Registered
CONTRIBUTE	United States	09	78525093	Pending
DESIGN IN MOTION	United States	09	2,468,691	Registered
DIRECTOR	United States	09	1,600,438	Registered
DREAMWEAVER	United States	09	2,294,926	Registered

EDJE	United States	09	2,323,129	Registered
EHELP (& Design)	United States	09	2,471,745	Registered
EHELP (& Design)	United States	42	2,467,993	Registered
EJIPT	United States	09	2,327,984	Registered
FIREWORKS	United States	09	2,043,911	Registered
FLASH	United States	09	2,855,434	Registered
FLASH	United States	42	2,852,245	Registered
FLASHCAST	United States	09, 38, 42	78307748	Pending
FLASH LITE	United States	09	78522193	Pending
FLASH LITE	United States	42	78522211	Pending
FLASHHELP	United States	09	2,844,051	Registered
FLASHPAPER	United States	09	78562897	Pending
FLEX	United States	09	78386815	Pending
FLEX	United States	42	78386776	Pending
FONTOGRAPHER	United States	09	1,822,467	Registered
FREEHAND	United States	09	2,214,844	Registered
HELP-TO-SOURCE	United States	09	2,022,000	Registered
HOMESITE	United States	09	2,446,265	Registered
HTML HELP STUDIO	United States	09	2,375,606	Registered
IPREDICT	United States	09	2,473,641	Registered
M (Stylized)	United States	09	2,451,180	Registered
M (Stylized)	United States	38, 42	2,625,325	Registered
MACRECORDER	United States	09	1,502,856	Registered

MACROMEDIA	United States	09	2,424,671	Registered
MACROMEDIA FLASH	United States	09	2,650,911	Registered
MACROMEDIA FLASH	United States	42	2,520,435	Registered
MOVIE CRITIC	United States	09	1,583,488	Registered
OPEN SESAME!	United States	09	2,584,364	Registered
PRESEDIA	United States	09	2,522,397	Registered
PRESEDIA	United States	42	2,619,579	Registered
ROBOASSIST	United States	09	2,787,091	Registered
ROBODEMO	United States	09	2,688,787	Registered
ROBOENGINE	United States	09	2,953,255	Registered
ROBOFLASH	United States	09	2,770,413	Registered
ROBOHELP	United States	09	1,732,772	Registered
ROBOHELP	United States	41	2,498,876	Registered
ROBOHELP OFFICE	United States	09	2,498,889	Registered
ROBOINFO	United States	09	2,610,653	Registered
ROBOINSTALL	United States	09	2,732,494	Registered
ROBOLINKER	European Union	09, 41, 42	3,127,751	Registered
ROBOLINKER	United States	09	2,808,741	Registered
ROBOPDF	United States	09	2,811,788	Registered
ROBOPRESENTER	United States	09	2,881,638	Registered
ROBOSCREENCAPTURE	United States	09	2,805,027	Registered
ROUNDTRIP	United States	09	1,509,123	Registered
ROUNDTRIP HTML	United States	09	2,817,626	Registered

SHOCKRAVE	United States	35, 41. 42	2,611,104	Registered
SHOCKWAVE	United States	09	1,901,566	Registered
SHOCKWAVE	United States	09	2,388,945	Registered
SHOCKWAVE	United States	35	2,606,691	Registered
SHOCKWAVE	United States	38	2,603,706	Registered
SHOCKWAVE	United States	41, 42	2,648,129	Registered
SOFTWARE VIDEO CAMERA	United States	09	1,985,335	Registered
ULTRADEV	United States	09	2,638,231	Registered
WEBHELP	United States	09	2,251,701	Registered
WEBPOPUPHELP	United States	09	2,153,203	Registered
WINHELP	United States	09	2,257,751	Registered
WINHELP BUGHUNTER	United States	09	2,039,735	Registered
WINHELP INSPECTOR	United States	09	2,038,161	Registered