

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allaire Corporation		02/21/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Adobe Systems Incorporated		
Street Address:	345 Park Avenue		
Internal Address:	Legal Department		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95110		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2446265	HOMESITE	
Registration Number:	1971442	COLD FUSION	
CORRESPONDENCE DATA			
Fax Number:	(206)675-6818		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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/		

CH \$65.00 2446265

Date:

03/29/2006

Total Attachments: 3

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**TRADEMARK ASSIGNMENT AGREEMENT BETWEEN
ALLAIRE CORPORATION AND ADOBE SYSTEMS INCORPORATED**

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is effective this 21 day of February, 2006 (the "Effective Date") by and between **ALLAIRE CORPORATION**, a Delaware corporation with its principal place of business at 345 Park Avenue, San Jose, California 95110-2704 ("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** ("U.S. Trademark List") and **Schedule B** ("International Trademark 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

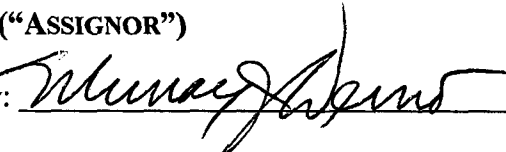
1. Assignor, on behalf of itself and its predecessors and successors in interest, hereby sells, assigns and transfers to Assignee and Assignee's successors, assigns and legal representatives, and Assignee hereby accepts: (a) all of Assignor's right, title and interest, including but not limited to, rights 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. Assignor will take all reasonably necessary steps to give effect to, and further the purposes of, this Agreement.

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.

ALLAIRE CORPORATION
("ASSIGNOR")

By: 

Name: Murray Demo

Title: Vice President & Chief Financial Officer

ADOBE SYSTEMS INCORPORATED
("ASSIGNEE")

By: 

Name: Karen Cottle

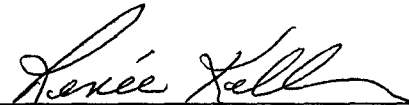
Title: Sr. Vice President,
General Counsel & Secretary

State of California

County of Santa Clara

On February 21, 2006, before me, Renee Keller the undersigned Notary Public, personally appeared Karen Cottle, personally known to me or to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Signature

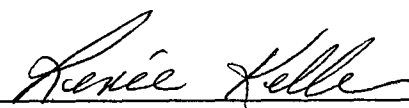


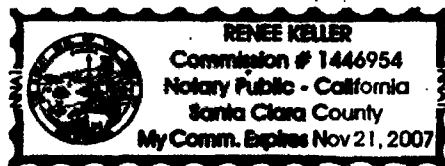
State of California

County of Santa Clara

On February 23, 2006, before me, Renee Keller the undersigned Notary Public, personally appeared Murray Demo, personally known to me or to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Signature



SCHEDULE A

U.S. TRADEMARK LIST

MARK	COUNTRY	CLASS	REG/APPL NUMBER	STATUS
COLD FUSION	United States	09	1,971,442	Registered
HOMESITE	United States	09	2,446,265	Registered