

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
Autodesk Canada Co.		02/01/2006	Unlimited Liability Company: CANADA

RECEIVING PARTY DATA

Name:	Autodesk, Inc.
Street Address:	111 McInnis Parkway
City:	San Rafael
State/Country:	CALIFORNIA
Postal Code:	94903
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2676937	FBX
Registration Number:	2560531	DESIGNSTUDIO
Registration Number:	3057611	HUMANIK
Serial Number:	78662029	MOTIONBUILDER
Registration Number:	2836816	PORTFOLIOWALL
Registration Number:	2968708	SKETCHBOOK
Registration Number:	2241792	MAYA

CORRESPONDENCE DATA

Fax Number: (415)576-0300
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 303.571.4000
 Email: denverteas@townsend.com
 Correspondent Name: David E. Sipiora
 Address Line 1: Two Embarcadero Center, Eighth Floor

CH \$190.00 2676937

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 20316-002300

NAME OF SUBMITTER: David E. Sipiora

Signature: /des/

Date: 08/21/2006

Total Attachments: 7
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INTELLECTUAL PROPERTY RIGHTS CONVEYANCE AGREEMENT

This INTELLECTUAL PROPERTY RIGHTS CONVEYANCE AGREEMENT ("Agreement") is made and entered into effective as of February 1, 2006 ("Effective Date") by and between **Autodesk Canada Co.**, a Nova Scotia unlimited liability company, with its principal place of business at 10 rue Duke, Montreal, Québec H3C 2L7, Canada ("Transferor") and **Autodesk, Inc.**, a Delaware corporation, with its principal office at 111 McInnis Parkway, San Rafael, California, USA ("Transferee").

Recitals

A. Transferee is the sole shareholder of Transferor, an amalgamated company formed as of the first moment in time on February 1, 2006 by the amalgamation of Alias Systems Inc. and Autodesk Canada Co., each then being a Nova Scotia company.

B. Transferor desires to transfer all Intellectual Property owned by its predecessor, Alias Systems Inc., to Transferee in exchange for the payment of the Purchase Price (as such term is hereinafter defined) effective as of the Effective Date, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions

"**Alias**" means Alias Systems Inc., a Nova Scotia company, and its predecessors including Alias Systems Corp.

"**Amalgamation**" means the amalgamation of Alias and Autodesk Canada Co. to form Transferor effective the first moment in time on February 1, 2006.

"**Intellectual Property**" means all intellectual property rights possessed by Alias, whether registered or not, including intellectual property owned by Alias prior to the acquisition by Autodesk, Inc., consisting of:

- (a) issued patents, documented records of invention or patent disclosures, pending applications for patents, and patents which may be issued from current applications (including divisionals, reissues, renewals, re-examinations, continuations in part and extensions) in any jurisdiction;
- (b) trademarks, trademark applications, trade names, service marks and any and all associated or related corporate names, logos, trademarks, trade names, brands, business

names, uniform resource locators, domain names, e-mail addresses, web sites, other distinctive trade dress, designs, graphics, commercial symbols and indicia of origin, service marks, together with all renewals, translations, derivatives and combinations thereof, and any goodwill associated therewith;

- (c) all copyrights, including in both published and unpublished works;
- (c) industrial designs, and design patents or similar rights;
- (c) mask works or integrated circuit topographies or similar rights; and
- (f) trade secrets, know-how, confidential or proprietary information, technical information, designs, data, process technology, plans, drawings, blue prints and all in process research and development;

including, without limitation, all the intellectual property rights listed in Schedule A hereto.

“Purchase Price” means

2. **Purchase of Intellectual Property.** Subject to Sections 8, 9 and 10, Transferor hereby sells, assigns, transfers, conveys and delivers to Transferee, and Transferee hereby purchases, acquires and accepts from Transferor, its entire right, title and interest in and to the Intellectual Property effective as of the Effective Date. If, and to the extent that, as a matter of law in any jurisdiction, ownership, title, or any rights or interest in or to any of the Intellectual Property cannot be assigned as provided in this Section 2 (a) Transferor irrevocably agrees to assign and transfer, and hereby assigns and transfers to Transferee all rights (including, without limitation, all economic and commercialization rights) that can be assigned pursuant to this Section to the fullest extent permissible, and (b) Transferor irrevocably agrees to grant, and hereby grants, Transferee an unlimited, exclusive, irrevocable, worldwide, perpetual, royalty-free license to use, exploit and commercialize in any manner now known or in the future discovered and for whatever purpose, any rights to Intellectual Property that cannot be assigned as contemplated by this Section 2.
3. **Related Documents.** Transferor shall transfer or shall cause to transfer to Transferee or its legal representatives all original files and documents relating to the Intellectual Property including all application and registration files and documents, certificates of registration, search reports and the like as applicable on or promptly after the Effective Date
4. **Purchase Price.**

5. **Further Acts.** Transferor and/or Transferee (as applicable) shall execute any other documents that may be necessary for recordal with the appropriate authorities to reflect Transferee's ownership of the Intellectual Property transferred under this Agreement (e.g., bill of sale, patent assignment, trademark assignment, etc.).
6. **Further Information.** Transferor shall, upon reasonable notice and at Transferee's expense, provide to Transferee, its successors, assigns or legal representatives, further documents and information which may from time to time be required by Transferee in connection with the renewal of any registrations, the prosecution of applications or other matters relating to the protection and enforcement of the Intellectual Property transferred under this Agreement.
7. **Parties to Seek Approvals.** The parties acknowledge and agree that certain of the Intellectual Property (the "Non-transferable Intellectual Property") may not be transferred as contemplated by this Agreement on the Effective Date due to the inability of the parties to obtain necessary consents or approvals or the inability of the parties to take certain other actions necessary to effect such transfers. To the extent any transfers contemplated by this Agreement have not been fully effected on the Effective Date, Transferor and Transferee shall cooperate and use commercially reasonable efforts to obtain any necessary consents or approvals or take any other actions necessary to effect such transfers as promptly as practicable following the Effective Date. Nothing herein shall be deemed to require the transfer or assignment of any of the Intellectual Property to the extent that such transfer or assignment would constitute a material breach of any contract to which Transferor is a party or cause forfeiture or loss of any Intellectual Property.
8. **Transferor Deemed to Hold Non-transferable Intellectual Property for Transferee.** Until such time as any such consents are received to the satisfaction of Transferee, the parties shall use commercially reasonable efforts to provide to, or cause to be provided to, Transferee, to the extent permitted by law, the beneficial rights in any such Non-transferable Intellectual Property and take such other actions as may reasonably be requested by Transferee in order to place Transferee, insofar as reasonably possible, in the same position as if such Non-transferable Intellectual Property had been transferred as contemplated hereby. In connection therewith:
 - (a) Transferee hereby authorizes Transferor, to the extent permitted by the applicable law and the terms of any such Non-transferable Intellectual Property, to perform all obligations and receive all benefits on behalf of Transferee under any such

Non-transferable Intellectual Property and appoints Transferor its attorney-in-fact to act in its name, on its behalf with respect thereto;

- (b) Transferor shall be deemed to be holding the benefit of any such Non-transferable Intellectual Property in trust for Transferee;
 - (c) Transferor shall promptly pass along to Transferee when received all benefits derived by Transferor with respect to any such Non-transferable Intellectual Property;
 - (d) Transferor shall pay, perform and discharge on behalf of Transferee all obligations with respect to any such Non-transferable Intellectual Property in a timely manner and in accordance with the terms thereof which it may do without breach; and
 - (e) Transferor shall act in connection with such Non-transferable Intellectual Property in all respects as Transferee may from time to time direct.
9. **Legal Title.** In the event that legal title to any of the Intellectual Property is not transferred on the Effective Date, the parties agree to use their best efforts to carry out such transfer of legal title as soon as commercially practicable but in no event shall the validity of the transfer of beneficial ownership of any of the Intellectual Property be affected by the non-transference of such legal title.
10. **Indemnification.** Until such time as any consents referred to in Section 7 are received, Transferee hereby agrees to indemnify Transferor for any and all costs, liabilities and expenses incurred by Transferor in relation to any Non-transferable Intellectual Property which Transferor is deemed to hold for the benefit of Transferee under Sections 8 and 9.
11. **Rights in Non-transferable Intellectual Property.** Immediately following the moment in time this Agreement becomes effective and subject to Section 8, Transferee shall, and hereby agrees to, grant to Transferor such rights in the Non-transferable Intellectual Property that are required to enable Transferor to fulfill its contractual obligations under the Non-transferable Intellectual Property, until such time that the requisite consents or approvals are obtained to permit the transfer of the Non-transferable Intellectual Property to Transferee.

12. General Provisions

- 12.1. **Beneficial Ownership.** The transfer of the Intellectual Property shall be effective as of the Effective Date, from and after which date Transferee shall be the beneficial owner of the Intellectual Property for all purposes, and Transferor shall hold the Intellectual Property as nominee for the benefit of Transferee until the Intellectual Property has been formally transferred of record to Transferee.
- 12.2. **Further Assurances.** The parties hereto shall each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to transfer the Intellectual Property as contemplated in this Agreement.
- 12.3. **Governing Law.** The laws of the Province of Nova Scotia and the federal laws of Canada applicable therein, without reference to any conflict of laws rules, govern the construction, interpretation and other matters arising out of or in connection with this Agreement (whether arising in contract, tort, equity or otherwise).
- 12.4. **Severability.** If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.
- 12.5. **Entire Agreement.** This Agreement constitutes the final agreement between the parties, and is the complete and exclusive statement of the parties' agreement on the matters contained herein and therein. All prior and contemporaneous negotiations and agreements between the parties with respect to the matters contained herein and therein are superseded by this Agreement. Notwithstanding the foregoing and subject to Section 5, the parties contemplate that they may desire to enter into or execute transfer instruments of various kinds consistent with but in some cases duplicative of this Agreement in order to effect transfer of the Intellectual Property and/or to facilitate the registration of such transfer with local governmental authorities.
- 12.6. **Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the party that signed it, and both of which together constitute one agreement. The signatures of both parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending party's signature is as effective as signing and delivering the counterpart in person.
- 12.7. **Headings.** The captions, titles and headings included in this Agreement are for convenience only, and do not affect this Agreement's construction or interpretation.

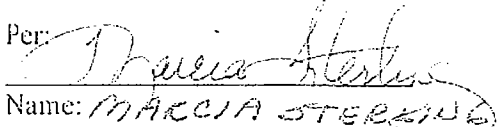
When a reference is made in this Agreement to a Section, such reference will be to a Section of this Agreement unless otherwise indicated.

IN WITNESS WHEREOF, Transferor and Transferee have caused this Agreement to be executed in their respective names and on their behalf by an officer, duly authorized thereunto, effective as of the Effective Date.

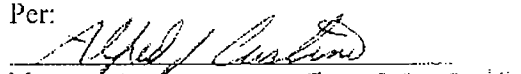
AUTODESK CANADA CO.

AUTODESK, INC.

Per:


Name: MARCIA STERLING
Title: SECRETARY +
DIRECTOR.

Per:


Name: ALFRED J. CASANO
Title: SR. V.P. + CFO

U.S. Trademark Registrations

Trademark	Application No.	Registration No.
Swift Logo (Design)	78273887	2967081
3DEC (Design)	76160-70	2759485
3December	76160-71	2759486
3December.com	76160-72	1759487
ALIAS	76052645	2596870
Alias Wavefront (Design)	75941855	2705823
Can You Imagine	76081740	2596959
Create>what's> Next> (Design)	76165144	2917638
Design Studio	75839878	2560531
Design Studio (Design)	75839877	2811898
FBX	76314875	2676937
Filmbox	75344187	2274905
Kaydara	76314876	2733967
Kaydara Logo (Design)	76314878	2676938
Maya	75155039	2241792
Open Reality	76314877	2717115
PortfolioWall	76165143	2836816
SketchBook	78353290	2968708
Voice Reality	76314804	2668499

U.S. Trademark Applications

Trademark	Application No.	Status
HumanK	78563848	Pending - Amendment to Allege Use accepted
MotionBuilder	78662029	Pending - Newly filed application, not yet assigned to an examining attorney.
StudioTools	78513409	Pending - Application refused. Office Action due 24-Dec-05