

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
Serious Magic, Inc.		11/06/2006	CORPORATION: CALIFORNIA
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: 4			
Property Type	Number	Word Mark	
Serial Number:	78399652	DV RACK	
Serial Number:	78535771	OVATION	
Registration Number:	2983111	VISUAL COMMUNICATOR	
Registration Number:	2980999	ULTRA	
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 \$115.00 78399652

Date:

11/13/2006

Total Attachments: 3

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ASSIGNMENT OF TRADEMARK RIGHTS AGREEMENT

THIS ASSIGNMENT OF TRADEMARK RIGHTS AGREEMENT (the "Agreement") is effective this 6th day of November, 2006 (the "Effective Date") by and between **SERIOUS MAGIC, INC.**, a California corporation with its principal place of business at 101 Parkshore Dr., Suite 250, Folsom, California 95630 (and formerly located at 2870-B Gold Tailings Ct., Rancho Cordova, California 96670) ("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 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.

4. Assignor shall be permitted to continue to use the Trademarks, as a licensee of Assignee, in accordance with a separate agreement. All such use by Assignor shall be on behalf and inure to the benefit of Assignee.

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.

SERIOUS MAGIC, 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

I. U.S. Federal Registrations

Mark	Registration No.	Registration Date
VISUAL COMMUNICATOR	2,983,111	August 9, 2005
ULTRA	2,980,999	August 2, 2005

II. U.S. Federal Intent-to-Use Trademark Applications

Mark	Application Serial No.	Filing Date
DV RACK	78/399,652	April 9, 2004
OVATION	78/535,771	December 20, 2004