

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	acquisition		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Touch Clarity Limited		02/14/2007	CORPORATION: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Omniture, Inc.		
<b>Street Address:</b>	550 East Timpanogos Circle		
<b>City:</b>	Orem		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84097		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76195889	TOUCH CLARITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)281-1350		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(415) 875-2304		
<b>Email:</b>	tneundorf@fenwick.com		
<b>Correspondent Name:</b>	Tanda L. Neundorf, Esq.		
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<b>Address Line 4:</b>	Mountain View, CALIFORNIA 94041		
<b>ATTORNEY DOCKET NUMBER:</b>	32021-070		
<b>NAME OF SUBMITTER:</b>	Tanda L. Neundorf, Esq.		
<b>Signature:</b>	/Tanda Neundorf/		

CH 76195889 \$40.00

Date:

03/25/2008

Total Attachments: 3

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Exhibit 2.1

SHARE PURCHASE AGREEMENT  
among  
OMNIFURE, INC.,  
THE SHAREHOLDERS  
of  
TOUCH CLARITY LIMITED,  
THE WARRANTORS (as defined herein)  
and  
ALTA BERKELEY LLP and YEHOHSHUA ENNIS  
COLLECTIVELY ACTING AS SHAREHOLDER REPRESENTATIVE  
Dated as of February 14, 2007

## SHARE PURCHASE AGREEMENT

This SHARE PURCHASE AGREEMENT (this "Agreement") is made and entered into on February 14, 2007 by and among Omniture, Inc., a Delaware corporation (the "Purchaser"), each of those holders of issued share capital of Touch Clarity Limited, a company registered in England and Wales with company number 04395864 (the "Company") set forth on the signature pages hereto (each such holder, as well as any other holder that becomes a party hereto by executing a Joinder Agreement in connection herewith, individually a "Shareholder" and collectively the "Shareholders"), the Warrantors (defined below), Alfa Berkeley LLP and Yehoshua Ennis, collectively as the Shareholder Representative. The terms used but not defined in this Agreement shall have the meanings ascribed thereto in Appendix A to this Agreement.

### RECITALS

A. The Board of Directors of the Purchaser believes it to be in the best interests of the Purchaser and its stockholders that the Purchaser acquire all of the issued share capital of the Company such that the Company will become a wholly owned subsidiary of the Purchaser (such transactions, together with the other transactions contemplated pursuant to this Agreement, the "Acquisition").

B. The Board of Directors of the Company believes that the Acquisition, pursuant to which all of the Shareholders will receive shares of the Purchaser's authorized common stock and/or, at the election of the Purchaser, cash, in exchange for all of the issued shares in the Company's share capital, is in the best interests of the Company and the Shareholders.

C. Each Shareholder wishes to sell and transfer to the Purchaser and the Purchaser has agreed to buy all of the issued shares of the share capital of the Company held by such Shareholder on the terms and subject to the conditions set forth in this Agreement.

D. A portion of the consideration otherwise payable by the Purchaser in connection with the Acquisition shall be placed in escrow by the Purchaser as partial security for the indemnification obligations set forth in this Agreement.

E. In connection with the execution of this Agreement, the Shareholders and the Board of Directors of the Company have each duly adopted and approved and the Company has filed or will file immediately following the signing of this Agreement with the Registrar of Companies an amendment to the Company's Articles of Association, in the form provided for in the shareholder consent attached hereto as Exhibit A (the "Articles Amendment") which provides, among other things, that subject to the Closing, if any Option Holders exercise any of their rights to acquire Shares pursuant to Company Options without first or simultaneously executing a Joinder Agreement, that such Option Holder will be obliged to sell the Shares arising from such exercise to the Purchaser as provided in the Articles Amendment.

F. Concurrently with the execution of this Agreement, the Shareholders are entering into a Registration Rights Agreement (the "Registration Rights Agreement"), the form of which is attached hereto as Exhibit B and a Securities Compliance Certificate (the "Securities Compliance Certificate") the form of which is attached hereto as Exhibit C.

G. The Shareholders, the Warrantors and the Purchaser agree to make certain representations, warranties, covenants and other agreements in connection with the Acquisition as set forth herein.

NOW THEREFORE, in consideration of the agreements, covenants, promises, representations and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

## ARTICLE I

### PURCHASE AND SALE OF COMPANY SHARE CAPITAL

#### 1.1 Purchase and Sale.

(a) Subject to the terms and conditions hereof, each of the Shareholders will sell, convey, assign, transfer and deliver to the Purchaser, with full title guarantee and free and clear of all Liens, that number of Shares identified across from such Shareholder's name on Exhibit D, which sets forth in the aggregate all of the issued share capital of the Company.

(b) Each Shareholder agrees as follows:

(i) that the Shares to be sold by such Shareholder shall be sold with all rights to dividends and other distributions whether accrued or declared prior to, at or after the date of this Agreement in respect of such Shares and all other rights and advantages belonging to or accruing on the Shares on or after the date of this Agreement; and

(ii) such Shareholder irrevocably waives (and shall procure the waiver of) all restrictions on transfer (including pre-emption rights) that may exist in relation to the Shares under the Company's Articles of Association (the "Articles of Association") or under any other agreement relating to the Shares or otherwise so as to enable the sale of the Shares to the Purchaser to proceed free of pre-emption rights.

(c) Each holder of Series A Preferred Shares hereby irrevocably gives notice to the Company in accordance with Article 4.8 of the Company's Articles of Association that subject to the terms and conditions of this Agreement, each share of Series A Preferred Stock held by such Shareholder shall convert to an Ordinary Share at Closing and each Series A Preferred Shareholder hereby warrants and confirms in relation to the conversion that it has complied with all relevant provisions of the Articles of Association.

#### 1.2 Purchase Price.

Subject to the terms and conditions of this Agreement, the aggregate purchase price for all issued Shares shall consist of (i) the Closing Payment Amount, (ii) the Additional Payment Amount (which shall consist, at the discretion of the Purchaser, as further described herein, of cash, Purchaser Common Stock or a combination thereof as provided herein and shall be subject to withholding for the applicable portion of the Escrow Amount as provided in this Agreement), and (iii) the Final Earnout Amount, if any (collectively, the "Purchase Price"). Such consideration shall be allocated and paid at the times and in the manner set forth in this Article I, in Section 6.5 (Earnout) and in the Registration Rights Agreement.

(a) Payment and Allocation of Purchase Price. Subject to the terms and conditions of this Agreement, each of the parties hereto agree that:

(i) The Purchase Price shall be allocated among the Shareholders pro rata based on each Shareholder's relative Share ownership in the Company and according to the preferences set forth in the Articles of Association of the Company, as