

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Autodesk Canada Co.		02/01/2006	unlimited liability company: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Autodesk, Inc.		
<b>Street Address:</b>	111 McInnis Parkway		
<b>City:</b>	San Rafael		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94903		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3252856	ALIAS SKETCHBOOK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)576-0300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	303.571.4000		
<b>Email:</b>	denverteas@townsend.com		
<b>Correspondent Name:</b>	David E. Sipiora		
<b>Address Line 1:</b>	Two Embarcadero Center, Eighth Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	20316		
<b>NAME OF SUBMITTER:</b>	David E. Sipiora		
<b>Signature:</b>	/des/		
<b>Date:</b>	07/10/2008		

**CH \$40.00 3252856**

Total Attachments: 1  
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**NUNC PRO TUNC TRADEMARK ASSIGNMENT**

This Assignment is made effective as of February 1, 2006, by and between Autodesk Canada Co., a Nova Scotia unlimited liability company, with its principal place of business at 10 rue Duke, Montreal, Quebec H3C 2L7 (hereinafter "Assignor"), and Autodesk, Inc., a Delaware corporation, with its principal place of business at 111 McInnis Parkway, San Rafael, California 94903 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of the trademark ALIAS SKETCHBOOK and U.S. Trademark Registration No. 3,252,856 associated therewith (referred to hereinafter as "the Mark"); and

WHEREAS, Assignor warrants that it owns ALL rights, title and interest of every kind, nature or description in and to the Mark, all rights therein, including any and all past, present and future registrations and applications therefor, all rights of renewal thereof, all rights to royalties for the licensing thereof, all claims for infringement thereof, and all goodwill pertaining thereto (hereinafter "All Rights in the Mark"); and,

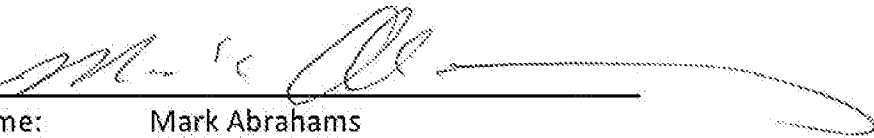
WHEREAS, Assignor desires to assign to Assignee All Rights in the Mark (as defined hereinabove);

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee All Rights in the Mark (as defined hereinabove).

The undersigned represents and warrants that (s)he has authority to execute this Assignment on behalf of Assignor, and to carry out all obligations imposed hereunder. The undersigned has read, understands, and agrees to the terms of this Assignment.

AUTODESK CANADA CO.

Dated: 7/6/08, 2008

By   
Name: Mark Abrahams  
Title: Director, President and Secretary

Receipt acknowledged by:

AUTODESK, INC.

Dated: July 7, 2008

By   
Name: Richard M. Foehr  
Title: Vice President, Assistant General Counsel,  
And Assistant Secretary

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