

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/03/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Scene7, Inc.		10/22/2008	CORPORATION: DELAWARE

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: 2

Property Type	Number	Word Mark
Registration Number:	2690899	SCENE7
Registration Number:	2681100	SCENE7

CORRESPONDENCE DATA

Fax Number: (206)675-6818
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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 2690899

Date:

10/29/2008

Total Attachments: 3

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**TRADEMARK ASSIGNMENT AGREEMENT BETWEEN
SCENE7, INC. AND ADOBE SYSTEMS INCORPORATED**

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is, nunc pro tunc, effective as of October 3, 2008 (the "Effective Date") by and between **SCENE7, INC.**, a Delaware corporation with its principal place of business at Three Hamilton Landing, Suite 280, Novato, California 94949 (formerly located at Six Hamilton Landing, Suite 150, Novato, California 94949 and earlier at 899 Northgate Drive, 4th Floor, San Rafael, California 94903) ("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 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 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.

4. Assignor will take all reasonably necessary steps to give effect to, and further the purposes of, this Agreement, including but not limited to, signing such documents as may be necessary from time to time for the purpose of recording the transfer and assignment of the Trademarks with trademark registries throughout the world.

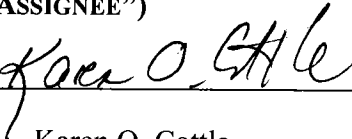
IN WITNESS WHEREOF, the undersigned have caused their duly authorized representatives to execute this Agreement effective as of the Effective Date and in the capacity shown below.

SCENE7, INC.
("ASSIGNOR")

By: 

Karen Cottle
Director, Vice President and Secretary

ADOBE SYSTEMS INCORPORATED
("ASSIGNEE")

By: 

Karen O. Cottle
Senior Vice President, General
Counsel and Corporate Secretary

SCHEDULE A
TRADEMARKS LIST

MARK	COUNTRY	CLASS	REGISTRATION NUMBER	STATUS
SCENE7	United States	35/42	2690899	Registered
scene7 & design	United States	35/42	2681100	Registered
SCENE7	European Union ("CTM")	09/35/42	002100873	Registered