

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
Avid Technology, Inc.		11/17/2008	CORPORATION: DELAWARE
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: 3			
Property Type	Number	Word Mark	
Registration Number:	3160905	FACE ROBOT	
Registration Number:	1623346	SOFTIMAGE	
Registration Number:	2572022	XSI	
CORRESPONDENCE DATA			
Fax Number:	(303)571-4321		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303.571.4000		
Email:	denverteas@townsend.com		
Correspondent Name:	David E. Sipiora		
Address Line 1:	1400 Wewatta Street, Suite 600		
Address Line 4:	Denver, COLORADO 80202-5556		
ATTORNEY DOCKET NUMBER:	20316		
NAME OF SUBMITTER:	Shelley B. Mixon		
Signature:	/sbm/		

CH 3160905 \$90.00

Date:

02/14/2009

Total Attachments: 6

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TRADEMARK ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, Avid Technology, Inc., a Delaware corporation with corporate offices located at One Park West, Tewksbury, Massachusetts, 01876, United States of America ("Seller"), the owner of the trademark applications and/or registrations identified on Schedule A, including the goodwill of the business connected with the use of, and symbolized by, said marks, hereby irrevocably assigns to Autodesk, Inc., a Delaware corporation with corporate offices located at 111 McInnis Parkway, San Rafael, California, 94903, United States of America (the "Buyer"), all of its respective right, title and interest in and to the trademark applications and/or registrations identified on Schedule A and the trademarks which are the subject thereof, including the goodwill of the business connected with the use of, and symbolized by, said marks, and the right to recover for past infringement of the trademarks. The Buyer hereby accepts said Assignment. The Seller further agrees, for itself, its successors and assigns to execute such further documents and to perform such further lawful acts as may be reasonably requested by the Buyer to effectuate this assignment; provided, that Buyer shall bear the cost of the filing fees and legal fees related to such filings to effect this assignment.

Executed as of the 17th day of November 2008.

AVID TECHNOLOGY, INC.

By: 

Name: Glover Lawrence

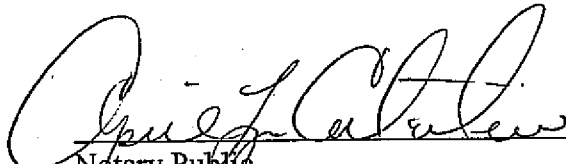
Title: Vice President of Corporate
Development

Commonwealth of Massachusetts)

County of Middlesex)

On this 17th day of November 2008, before me, the undersigned notary public, personally appeared Glover Lawrence, proved to me through satisfactory evidence of identification, which was Mr. Lawrence's driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[affix seal]



Notary Public

My commission expires:

April Lynn Constantineau
Notary Public
Commonwealth of Massachusetts
Commission Expires
April 14, 2011

ACCEPTED:

By: _____

Title: _____

State of _____)

County of _____)

On this ___ day of November 2008, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[affix seal]

Notary Public
My commission expires:

ACCEPTED:

[Signature]

By: Marc Petit

Title: Senior Vice President
Media & Entertainment

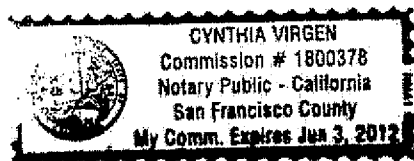
State of California)

City and County of San Francisco)

On this 18th day of November 2008, before me, the undersigned notary public, personally appeared Marc Petit, proved to me through satisfactory evidence of identification, which was Marc Petit's ID, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Signature]
Notary Public
My commission expires: June 3, 2012

[Signature Page to Trademark Assignment]

Schedule A
Assignment of Trademarks
Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>
MOONDUST	Canada	1404306	7/22/2008
MOONDUST	CTM	7083256	7/23/2008
MOONDUST	United States of America	77379584	1/24/2008
SOFTIMAGE	Egypt	83249	5/24/1992
BODY DOUBLE	United States of America	78829961	3/6/2006
CAT & Design	Canada	1169061	2/27/2003
CAT & Design	CTM	003070679	2/26/2003
STUNT DOUBLE	United States of America	78830164	3/6/2006

Trademark Registrations

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
CAT & Design	United States of America	2960846	6/7/2005
CAT & Design	Australia	945274	2/28/2003
CAT & Design	New Zealand	681293	6/26/2003
EDDIE	Australia	584048	8/7/1992
EDDIE	Canada	TMA 433672	9/23/1994
EDDIE	United States of America	2057653	4/29/1997
FACE ROBOT	United States of America	3160905	10/17/2006
MATADOR	United Kingdom	1519277	11/18/1992
MATADOR SPRITE	United Kingdom	2005413	12/19/1994
META-CLAY	France	93455708	2/17/1993
METACLAY	Canada	TMA427885	5/27/1994
META-CLAY	Canada	TMA426284	4/15/1994

<i>Mark</i>	<i>Country</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
META-CLAY	United States of America	1879550	2/21/1995
MOTION FACTORY	France	97704015	11/13/1997
MOTION FACTORY	Germany	DE39754126	11/12/1997
MOTION FACTORY	Japan	4246998	3/5/1999
MOTION FACTORY	United Kingdom	2150617	11/10/1997
MOTION FACTORY	United States of America	2223262	2/9/1999
MOTION FACTORY and Design	United States of America	2223261	2/9/1999
MOTIVATE	France	97704014	11/13/1997
MOTIVATE	Germany	DE39754125	11/12/1997
MOTIVATE	United Kingdom	2150615	11/10/1997
MOTIVATE	United States of America	2520420	12/18/2001
SOFTIMAGE	Argentina	1628768	3/18/1997
SOFTIMAGE	Australia	703913	3/6/1996
SOFTIMAGE	Benelux	517012	5/7/1992
SOFTIMAGE	Brazil	819146285	6/27/2000
SOFTIMAGE	Canada	TMA367676	4/13/1990
SOFTIMAGE	China	1042217	6/28/1997
SOFTIMAGE	Colombia	189629	9/25/1996
SOFTIMAGE	CTM	79079	4/1/1996
SOFTIMAGE	CTM	79954	4/1/1996
SOFTIMAGE	France	92425310	7/2/1992
SOFTIMAGE	Germany	DE2028550	5/13/1992
SOFTIMAGE	Hong Kong	1994B03628	5/25/1992
SOFTIMAGE	Israel	83430	11/3/1994
SOFTIMAGE	Italy	649508	5/24/1995
		1033302	

<i>Mark</i>	<i>Country</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
SOFTIMAGE	Japan	4058078	9/19/1997
SOFTIMAGE	Mexico	546743	4/24/1997
SOFTIMAGE	New Zealand	259629	3/7/1996
SOFTIMAGE	Republic of Korea (South)	4003119820000	4/20/1995
SOFTIMAGE	South Africa	1993/2745	4/8/1993
SOFTIMAGE	Spain	1703824 M8	8/18/1995
SOFTIMAGE	Switzerland	451380	3/7/1996
SOFTIMAGE	Taiwan	757277	5/16/1997
SOFTIMAGE	Turkey	2000/11143	6/7/2000
SOFTIMAGE	United Kingdom	B1,500,164	5/12/1992
SOFTIMAGE	United States of America	1623346	11/20/1990
SOFTIMAGE SOFT IMAGE	Singapore	T9208272J	10/29/1992
SOFTIMAGE 4D CREATIVE ENVIRONMENT	Canada	TMA357544	6/23/1989
SOFTIMAGE & DESIGN	Canada	TMA357243	6/16/1989
XSI	United States of America	2572022	5/21/2002