

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
Boss International, Inc.		06/26/2009	CORPORATION: WISCONSIN
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: 2			
Property Type	Number	Word Mark	
Registration Number:	3007514	RIVERCAD	
Registration Number:	3222079	STORMNET	
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		
ATTORNEY DOCKET NUMBER:	20316		
NAME OF SUBMITTER:	David E. Sipiora		
Signature:	/des/		
Date:	08/27/2009		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "**Assignment**") is made and entered into as of August 4, 2009, by and between BOSS INTERNATIONAL, INC., a Wisconsin corporation ("**Assignor**") and AUTODESK, INC., a Delaware corporation ("**Assignee**").

WHEREAS, Assignor, has adopted, is using, or intends to use the trademarks set forth below and is the owner of the following United States trademark registration[s] or application[s] for registration in the U.S. Patent and Trademark Office listed below (collectively the "**Trademarks**");

Trademark	Registration No.	Registration Date
RiverCAD	3,007,514	October 18, 2005
StormNET	3,222,079	March 27, 2007

WHEREAS, Assignor and Assignee, have entered into an Asset Purchase Agreement dated June 26, 2009 (the "**Agreement**"), pursuant to which Assignor has agreed, *inter alia*, to grant to Assignee all of Assignor's right, title and interest in and to the Trademarks and Assignee desires to acquire the entire right, title and interest in and to the Trademarks.

NOW, THEREFORE, in consideration of the foregoing and of the promises contained in this Assignment, the parties agree as follows:

1. Assignor does hereby irrevocably assign, sell and transfer to Assignee, its successors and assigns, all of Assignor's right, title, and interest, anywhere in the universe, in and to said Trademarks, including (i) the registrations of and future applications for registration of the Trademarks in any or all countries of the world, including the right to apply for trademark protection pursuant to any trademark conventions, treaties, agreements or understandings; (ii) the common law rights in and to the Trademarks in any or all countries of the world; (iii) the goodwill of the business symbolized by and associated with the Trademarks and the registration thereof; and (iv) the right to sue and recover for, in law or equity, and the right to profits or damages due or accrued arising out of or in connection with any and all past, present and future infringement or dilution of or damage or injury to the Trademarks or the registration thereof or such associated goodwill.
2. Assignor hereby requests the Commissioner for Trademarks of the United States (and all foreign officials, whose duty it is to issue trademarks and applications as aforesaid) to record Assignee as the owner of the Trademarks, to the same extent as held by Assignor, and to issue the Certificates of Registration for the Trademarks in the name of Assignee, as assignee of the Trademarks.
3. Assignor agrees, promptly upon request of the Assignee, or its successors or assigns, to execute and deliver, without further compensation of any kind, any power of attorney, assignment, or other intellectual property right protection, or any other papers which may be necessary or desirable to fully

secure to the Assignee, its successors and assigns, all right, title and interest in and to the Trademarks. Such cooperation by Assignor shall include, giving of testimony, declarations, oaths, executing documents and providing specimens of use and other assistance: (a) for complying with any duty of disclosure; (b) in the preparation and prosecution of any applications for registration or any applications of a renewal of a registration covering the Trademarks in the United States or any other country; (c) in connection with legal proceedings involving any Trademarks and any applications therefore, including without limitation, compulsory licensing proceedings, infringement actions and court actions; and (d) for obtaining from Assignor's counsel transfer to Assignee of all relevant documents and materials related to the Trademarks. Assignor hereby designates and appoints the Assignee and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and on behalf of Assignor and instead of Assignor, to execute and file any documents and to do all other lawfully permitted acts necessary to perfect the Assignee's rights in the Trademarks with the same legal force and effect as if executed by Assignor. This appointment shall be irrevocable and deemed coupled with an interest.

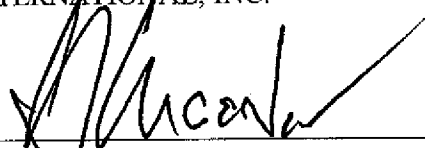
4. Assignor covenants that it is the sole owner and assignee and holder of record title to the above-identified Trademarks and any trademarks that issue thereon (and foreign counterparts thereto) and that it has full power to make the present assignment.

[The remainder of this page left intentionally blank; signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized representatives to execute this Assignment effective as of the date first above written.

ASSIGNOR

BOSS INTERNATIONAL, INC.

By: 
Name: E. Christopher Maeder
Title: President

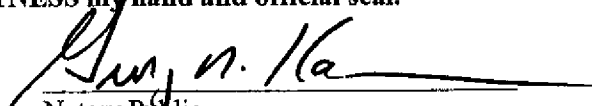
ASSIGNOR'S ACKNOWLEDGMENT

State of Wisconsin)
County of Dane)

On August __, 2009, before me, George R. Kamperschroer, personally appeared E. Christopher Maeder, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

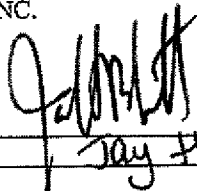

Notary Public

My Commission is permanent

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized representatives to execute this Assignment effective as of the date first above written.

ASSIGNEE

AUTODESK, INC.

By: 
Name: Jay H. Bhatt
Title: SVP

[Signature Page to Trademark Assignment]