

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
Business Catalyst Systems Pty Limited		11/04/2009	COMPANY: AUSTRALIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Adobe Systems Incorporated		
<b>Street Address:</b>	345 Park Avenue		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95110		
<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:	3688153	BUSINESSCATALYST	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(206)675-6818		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	Kelly Sjolander		
Signature:	/Kelly Sjolander/		
Date:	11/12/2009		

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Total Attachments: 4

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**TRADEMARK ASSIGNMENT AGREEMENT BETWEEN  
BUSINESS CATALYST SYSTEMS PTY LIMITED AND ADOBE SYSTEMS INCORPORATED**

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is effective this 4<sup>th</sup> day of November, 2009 (the "Effective Date") by and between BUSINESS CATALYST SYSTEMS PTY LIMITED, an Australian company registered in New South Wales, with its principal place of business at 99 Mount Street, Level 8, North Sydney, NSW 2060, Australia ("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 registrations and 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, for 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

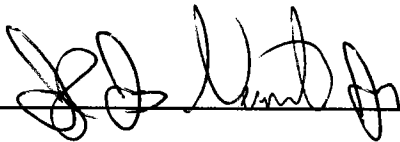
affidavits required to apply for, obtain, maintain, register and enforce the Trademarks, which Assignee in each case may reasonably in good faith deem necessary or desirable to carry out the purpose thereof. Assignor will take all reasonably necessary steps to give effect to, and further the purposes of, this Agreement.

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.

**BUSINESS CATALYST SYSTEMS PTY LIMITED**  
("ASSIGNOR")

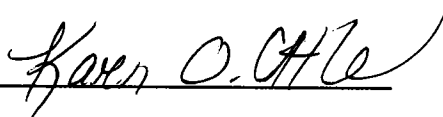
**ADOBE SYSTEMS INCORPORATED**  
("ASSIGNEE")

By: \_\_\_\_\_



Joseph J. Nemeth  
Director

By: \_\_\_\_\_



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

SCHEDULE A

TRADEMARKS LIST

MARK	COUNTRY	CLASS	REG. NUMBER	STATUS
BUSINESSCATALYST	United States	042	3688153	Registered
GOODBARRY	United States	042	3629989	Registered

Project Godiva

Document to be signed: Trademark Assignment Agreement between Business Catalyst Systems Pty Ltd and Adobe Systems Incorporated

Purpose: to record the transfer of ownership of the U.S. trademark registrations of Business Catalyst Systems Pty Ltd to Adobe Systems Incorporated in the U.S. Trademark Office

Approved: Dan Poliak

October 28, 2009