

**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>
Omniture, Inc.		11/09/2009	CORPORATION: DELAWARE
<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: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77381125	CLICKMAP	
Serial Number:	77386403	SILICON SLOPES	
Serial Number:	77386205	SILICON SLOPES	
Serial Number:	76195889	TOUCH CLARITY	
Registration Number:	3109946	CUSTOM INSIGHT	
Registration Number:	2448139	MERCADO	
Registration Number:	3375906	OFFERMATICA	
Registration Number:	3021696	OMNITURE	
Registration Number:	3287161	OMNITURE DISCOVER	
Registration Number:	3386437	OMNITURE DISCOVER	
Registration Number:	3539388	OMNITURE GENESIS	
Registration Number:	3282842	OMNITURE SEARCHCENTER	
Registration Number:	3629002	REAL-TIME ANALYTICS	
Registration Number:	3077347	SITECATALYST	

CH \$465.00 77381125

Registration Number:	3130396	VISUAL CALL
Registration Number:	2805438	VISUAL SCIENCES
Registration Number:	2840873	VISUAL SENSOR
Registration Number:	2872163	VISUAL SERVER

**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:	Kelly Sjolander
Signature:	/Kelly Sjolander/
Date:	11/12/2009

**Total Attachments: 5**  
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**TRADEMARK ASSIGNMENT AGREEMENT BETWEEN  
OMNITURE, INC. AND ADOBE SYSTEMS INCORPORATED**

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is effective this 9<sup>th</sup> day of November, 2009 (the "Effective Date") by and between OMNITURE, INC., a Delaware corporation registered, with its principal place of business at 550 East Timpanogos Circle, Orem, Utah 84097 ("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.

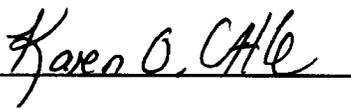
IN WITNESS WHEREOF, the undersigned have caused their duly authorized representatives to execute this Agreement effective as of the Effective Date and in the capacity shown below.

OMNITURE, INC.  
("ASSIGNOR")

ADOBE SYSTEMS INCORPORATED  
("ASSIGNEE")

By: 

Joseph J. Nemeth  
Vice President and Assistant Secretary

By: 

Karen O. Cottle  
Senior Vice President, General Counsel

State of California }

County of Santa Clara }

On the \_\_\_\_ of \_\_\_\_\_ 2009, before me, \_\_\_\_\_, the undersigned Notary Public, personally appeared Joseph J. Nemeth, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged 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.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Signature

State of California }

County of Santa Clara }

On the \_\_\_\_ of \_\_\_\_\_ 2009, before me, \_\_\_\_\_, the undersigned Notary Public, personally appeared Karen O. Cottle, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged 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.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Signature



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Santa Clara

On Nov. 9, 2009 before me, Kimberly J. Bell, Notary Public

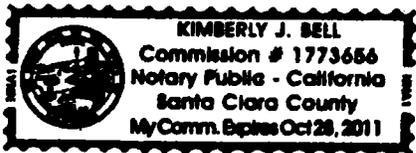
personally appeared Karen O. Cottle

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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 Kimberly J. Bell



Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Trademark Assignment Agreement between Amn. Inc. and Adobe Systems Incorporated

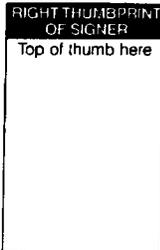
Document Date: \_\_\_\_\_ Number of Pages: 7

Signer(s) Other Than Named Above: Joseph J. Nemeth, Jr.

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Karen O. Cottle

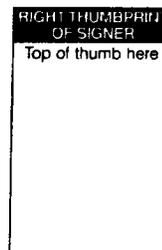
- Individual
- Corporate Officer — Title(s): SVP
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: Adobe Systems Incorporated

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

SCHEDULE A

TRADEMARKS LIST

MARK	COUNTRY	CLASS	REG. OR APP. NUMBER	STATUS
CLICKMAP	United States	42	77/381,125	Pending
CUSTOM INSIGHT	United States	35	3,109,946	Registered
MERCADO	United States	9	2,448,139	Registered
OFFERMATICA & Design	United States	35	3,375,906	Registered
OMNITURE	United States	35, 41, 42	3,021,696	Registered
OMNITURE DISCOVER	United States	35, 42	3,287,161	Registered
OMNITURE DISCOVER	United States	41	3,386,437	Registered
OMNITURE GENESIS	United States	35, 42	3,539,388	Registered
OMNITURE SEARCHCENTER	United States	42	3,282,842	Registered
REAL-TIME ANALYTICS	United States	9, 35, 42	3,629,002	Registered
SILICON SLOPES	United States	35, 36, 41, 42, 45	77/386,403	Pending
SILICON SLOPES	United States	35, 45	77/386,205	Pending
SITECATALYST	United States	35, 42	3,077,347	Registered
TOUCH CLARITY	United States	35, 42	76/195,889	Pending
VISUAL CALL	United States	9	3,130,396	Registered
VISUAL SCIENCES	United States	9, 35	2,805,438	Registered
VISUAL SENSOR	United States	9	2,840,873	Registered
VISUAL SERVER	United States	9	2,872,163	Registered