

**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>
Algor, Inc.		09/14/2009	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Autodesk, Inc.		
<b>Street Address:</b>	111 McInnis Parkway		
<b>City:</b>	San Rafael		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94903		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1819796	ALGOR	
Registration Number:	3189367	FEMPRO	
Registration Number:	1860744	PIPEPLUS	
<b>CORRESPONDENCE DATA</b>			
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:	20316-010800US		
NAME OF SUBMITTER:	David E. Sipiora		
Signature:	/des/		

CH \$90.00 1819796

Date:

01/12/2010

**Total Attachments: 4**

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**ALGOR, INC.**  
**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Assignment and Assumption Agreement (the "Assignment and Assumption") is effective as of September 14, 2009, by and between Algor, Inc., a Pennsylvania corporation ("Algor"), and Autodesk, Inc., a Delaware corporation ("Autodesk").

WHEREAS, Autodesk acquired 100% of the outstanding stock of Algor on January 15, 2009, and Algor is a wholly-owned subsidiary of Autodesk;

WHEREAS, Algor and Autodesk have entered into a Plan of Liquidation and Reorganization, dated January 16, 2009, whereby Algor has agreed to assign all of its assets and liabilities to Autodesk, and Autodesk has agreed to assume all of the obligations of Algor, as set forth herein;

WHEREAS, that Plan of Liquidation and Reorganization, is intended to qualify as a plan of complete liquidation for purposes of Sections 332 and 337 of the Internal Revenue Code of 1986, as amended (the "Code") and a plan of reorganization for purposes of Section 368(a) of the Code;

WHEREAS, that Plan is being undertaken in order to integrate the Algor and Autodesk operations to streamline the corporate structure and provide efficiencies of management.

WHEREAS, the transfer of all of the assets and liabilities of Algor to its sole shareholder, Autodesk, followed by the liquidation of Algor pursuant to the Plan of Liquidation and Reorganization, is intended to qualify as a tax-free liquidation of Algor with and into Autodesk pursuant to Sections 332 and 337 of Code and/or a tax-free reorganization of Algor with and into Autodesk, pursuant to Section 368(a), 354(a), and 361(a) of the Code.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, the parties do hereby agree as follows:

1. Assignment and Assumption. Effective as of September 14, 2009 (the "Effective Date"), pursuant to the Plan of Liquidation and Reorganization, Algor hereby assigns, transfers and sets over (collectively, the "Assignment") to Autodesk all of Algor's right, title, benefit, privileges and interest in and to, and all of Algor's burdens, obligations and liabilities in connection with, the Acquired Assets as listed on Exhibit A, which is intended to consist of all Algor's assets and liabilities, and Trademarks and Copyrights as listed on Exhibit B. Autodesk hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Algor to be observed, performed, paid or discharged from and after the Effective Date, in connection with the Acquired Assets.

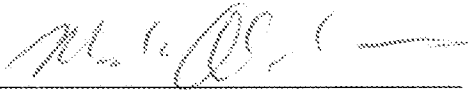
2. This Assignment shall be made in accordance with the Plan of Liquidation and Reorganization.

3. Further Actions. Each of the parties hereto covenants and agrees, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment and Assumption.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first above written.

ASSIGNOR

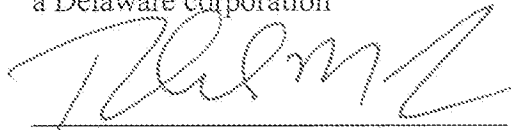
Algor, Inc.,  
a Pennsylvania corporation



Mark Abrahams, President, CEO,  
CFO, and Secretary

ASSIGNEE

Autodesk, Inc.  
a Delaware corporation



Richard M. Foehr, Vice President,  
Assistant General Counsel, and Assistant Secretary

EXHIBIT A

ACQUIRED ASSETS

1. All tangible movable property of Algor, Inc., a Pennsylvania corporation ("Algor"), including, without limitation, all office supplies, material, equipment, furniture, fixtures and leasehold improvements, and all computer and telecommunications equipment of any description;
2. All goods and property forming the inventory of Algor, including, without limitation, all work in progress, finished goods, goods held for sale or resale or that have been furnished to a third party under a contract of service, and goods used in or procured for packing or packaging, wherever located;
3. All intellectual property of Algor, including, without limitation, all trademarks and copyrights;
4. Any and all documents of title or interest in any such property listed in items 1, 2 and 3 above, including, without limitation, all books, invoices, letters, papers and other records in any form evidencing or relating to the foregoing property, and all inbound and outbound software license agreements, non-disclosure agreements and other agreements relating to intellectual property; and
5. All goodwill.

EXHIBIT B

TRADEMARKS AND COPYRIGHTS

Trademarks:

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration No.</b>	<b>Registration Date</b>
ALGOR	United States	1,819,796	February 8, 1994
FEMPRO	United States	3,189,367	December 26, 2006
PIPEPLUS	United States	1,860,744	November 1, 1994
ALGOR	France	023201266	December 24, 1992
ALGOR	Germany	2055992	February 4, 1994
ALGOR	Italy	00648541	April 20, 1995
ALGOR	Spain	1722145	June 4, 1993
ALGOR	United Kingdom	1502611	March 27, 1992

Copyrights:

<b>Work</b>	<b>Jurisdiction</b>	<b>Registration No.</b>	<b>Effective Date</b>
The Algor Roadmaps Icon	United States	VA0000950611	March 25, 1999