

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scaleform Corporation		03/01/2011	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: 1			
Property Type	Number	Word Mark	
Registration Number:	3442353	SCALEFORM	
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@kilpatricktownsend.com		
Correspondent Name:	David E. Sipiora		
Address Line 1:	1400 Wewatta Street, Suite 600		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	86831-000000		
NAME OF SUBMITTER:	David E. Sipiora		
Signature:	/des/		
Date:	05/12/2011		

OP \$40.00 3442353

Total Attachments: 4

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement") is effective as of March 1, 2011, by and between Scaleform Corporation, a Delaware corporation ("Scaleform"), and Autodesk, Inc., a Delaware corporation ("Autodesk").

WHEREAS, Autodesk acquired 100% of the outstanding stock of Scaleform on March 1, 2011, and Scaleform is a wholly-owned subsidiary of Autodesk;

WHEREAS, Scaleform and Autodesk have entered into a Plan of Liquidation and Reorganization, dated March 1, 2011 (the "Plan"), whereby Scaleform has agreed to assign all of its assets and liabilities to Autodesk, and Autodesk has agreed to assume all of the obligations of Scaleform;

WHEREAS, pursuant to the Plan, Scaleform will transfer its employees to the payroll of Autodesk, and ultimately merge with and into Autodesk, with Autodesk surviving;

WHEREAS, the Plan, 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 Scaleform and Autodesk operations to streamline the corporate structure and provide efficiencies of management; and

WHEREAS, the transfer of all of the assets and liabilities of Scaleform to its sole stockholder Autodesk, the transfer of the Scaleform employees to Autodesk's payroll, and the merger of Scaleform with and into Autodesk pursuant to the Plan, are intended to qualify as integrated steps in a tax-free liquidation of Scaleform with and into Autodesk pursuant to Sections 332 and 337 of the Code and/or a tax-free reorganization of Scaleform 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 March 1, 2011, at 11:15 a.m. Pacific (the "Effective Date"), pursuant to the Plan, Scaleform hereby assigns, transfers and sets over (collectively, the "Assignment") to Autodesk all of Scaleform's right, title, benefit, privileges and interest in and to, and all of Scaleform's burdens, obligations and liabilities in connection with, the Acquired Assets as listed on Exhibit A, which is intended to consist of all Scaleform's assets and liabilities, including but not limited to the Intellectual Property listed on Attachment 1 to Exhibit A. 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 Scaleform to be observed, performed, paid or discharged from and after the Effective Date, in connection with the Acquired Assets.

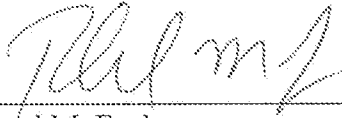
2. This Assignment shall be made in accordance with the Plan.

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 Agreement as of the date first above written.

ASSIGNOR

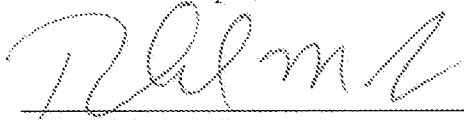
Scaleform Corporation
a Delaware corporation



Richard M. Foehr
CEO, President 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 Scaleform Corporation, a Delaware corporation ("Scaleform"), 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 Scaleform, 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 Scaleform, including, without limitation, all trademarks and patents as listed on Attachment 1;
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.

ATTACHMENT 1 TO EXHIBIT A

INTELLECTUAL PROPERTY

Trademarks:

Mark	Country	App./Reg. No.	App./Reg. Date
SONIC FUSION	US	2,936,503	March 29, 2005
SONIC FUSION and Design	US	2,936,502	March 29, 2005
SONIC FUSION	US	2,825,402	March 23, 2004
SONIC FUSION and Design	US	2,866,977	July 24, 2004
SCALEFORM	CTM	004776861	January 22, 2007
SCALEFORM	US	3,442,353	June 3, 2008
SCALEFORM GFX	US	85/006,427	April 5, 2010
SCALEFORM CLIK	US	85/006,417	April 5, 2010
SCALEFORM AMP	US	85/006,474	April 5, 2010
SCALEFORM 3DI	US	85/006,471	April 5, 2010
SCALEFORM VIDEO	US	85/006,481	April 5, 2010
SCALEFORM IME	US	85/007,092	April 5, 2010

Patents and Patent Applications:

Title	Country	Application/ Patent No.	Filing/Issue Date
System And Method For Edge Anti-Aliasing Vector Graphics	US	60/830,103	July 12, 2006
System And Method For Anti-Aliasing Compound Shape Vector Graphics	US	11/826,002	July 11, 2007
System & Method For Triangulation Of Non-Simple, Multiply Connected, Multiply Styled Polygonal Shapes	US	60/903,853	February 28, 2007
System And Method For Triangulation Of Non-Simple, Multiply-Connected, Multi-Styled Shapes	US	12/073,065	February 28, 2008