

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
Darwin Dimensions, Inc.		08/04/2011	CORPORATION: CANADA
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:	3602093	EVOLVER	
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:	86831-818921		
NAME OF SUBMITTER:	David E. Sipiora		
Signature:	/des/		
Date:	08/24/2011		

OP \$40.00 3602093

Total Attachments: 5

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TRADEMARK ASSIGNMENT

For good and valuable consideration as set out in the Agreement, the receipt of which is hereby acknowledged and subject to the terms of the Agreement, Darwin Dimensions, Inc., a Quebec corporation (“**Assignor**”), the owner of the trademark applications and/or registrations identified on **Schedule A** (the “**Trademarks**”), hereby irrevocably assigns with full title guarantee to Autodesk, Inc., a Delaware corporation (“**Assignee**”), all of its right, title and interest in the Trademarks and in any applications and or registrations for the Trademarks and any common law rights and all the goodwill attaching to the Trademarks and the right to recover for past infringement of the Trademarks and any and all other rights and interest arising out of or in connection with or in relation to the Trademarks. Assignee hereby accepts said Assignment. Assignor further agrees, for itself, its successors and assigns to execute or procure the execution of such further documents and to perform or procure the performance of such further lawful acts or things as may be required by Assignee to effectuate this assignment at Assignee’s sole cost and expense.

Assignor agrees and undertakes to provide Assignee (at Assignee’s cost and request) with all such assistance with any proceedings which may be brought by or against Assignee against or by any third party in relation to the Trademarks.

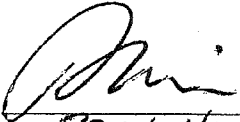
Assignor does hereby authorize and request (to the extent applicable) the Commissioner of Patents and Trademarks of the United States of America or equivalent authority elsewhere in the world to record Assignee as the owner of the Trademarks, to the same extent held by Assignor, and to issue the Certificates of Registration for the Trademarks in the name of Assignee, as assignee of the Trademarks.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

DARWIN DIMENSIONS, INC.

By: 
Name: BRIAN NILES
Title: CEO

[PLEASE ATTACH NOTARIAL CERTIFICATE OR EQUIVALENT]

(Signature Page to Trademark Assignment)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

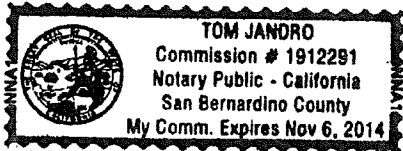
State of California

County of ORANGE

On AUGUST 4, 2011 before me, TOM JANDRO - NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared BRIAN NILLES
Name(s) of Signer(s)

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: [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp 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

Document Date: AUGUST 4, 2011 Number of Pages: 4

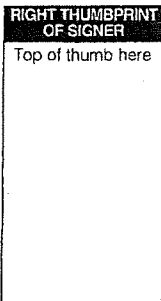
Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

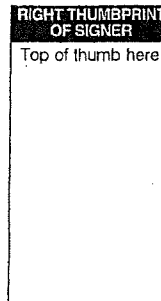
Signer's Name: BRIAN NILLES Signer's Name: _____

Corporate Officer — Title(s): CEO Corporate Officer — Title(s): _____

- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

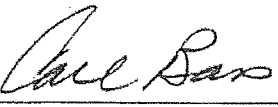
DARWIN DIMENSIONS

Signer Is Representing: _____

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: Carl Bass
Title: CEO and President

(Signature Page to Trademark Assignment)

TRADEMARK
REEL: 004610 FRAME: 0900

Schedule A

Assignment of Trademarks

Trademark Registrations

<u><i>Trademark, Class and specification of goods / services</i></u>	<u><i>Country</i></u>	<u><i>No.</i></u>	<u><i>Issue Date</i></u>
Evolver	United States	3,602,093	April 7, 2009