

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
Nitobi Software Inc.		10/27/2011	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Adobe Systems Incorporated		
Street Address:	345 Park Avenue		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95110		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77786996	PHONEGAP	
CORRESPONDENCE DATA			
Fax Number:	(206)675-6818		
Phone:	206.675.7000		
Email:	tm@adobe.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Adobe Systems Incorporated		
Address Line 1:	801 N 34th St		
Address Line 2:	Legal Department		
Address Line 4:	Seattle, WASHINGTON 98103		
NAME OF SUBMITTER:	Daniel C. Poliak		
Signature:	/Daniel C. Poliak/		
Date:	11/22/2011		
Total Attachments: 3 source=Nitobi ADBE_TM AssignAgmt#page1.tif source=Nitobi ADBE_TM AssignAgmt#page2.tif source=Nitobi ADBE_TM AssignAgmt#page3.tif			

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**TRADEMARK ASSIGNMENT AGREEMENT BETWEEN
NITOBI SOFTWARE INC. AND ADOBE SYSTEMS INCORPORATED**

27th THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is effective this day of October, 2011 (the "Effective Date") by and between NITOBI SOFTWARE INC., a Canadian corporation, with its principal place of business at 425 Carrall Street, Suite 180, Vancouver, B.C. V6B 6E3, Canada ("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.

NITABI SOFTWARE INC.
("ASSIGNOR")

ADOBE SYSTEMS INCORPORATED
("ASSIGNEE")

By: Karen O. Cottle

Karen C. Cottle
Secretary

By: Karen O. Cottle

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

SCHEDULE A

TRADEMARKS LIST

PHONEGAP	Canada	009	1445005	Pending
PHONEGAP	United States	009	77786996	Pending