

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Moldflow Corporation		01/01/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<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

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	1916037	MOLDFLOW
Registration Number:	3037817	MOLDFLOW
Registration Number:	2687747	MPA
Registration Number:	2584275	MPA
Registration Number:	2619336	MOLDFLOW PLASTICS ADVISERS
Registration Number:	2700727	MPI
Registration Number:	2574991	MPI
Registration Number:	2619335	MOLDFLOW PLASTICS INSIGHT
Registration Number:	2652259	MPX
Registration Number:	2531207	MPX
Registration Number:	2436562	MOLDFLOW PLASTICS XPRT

**CORRESPONDENCE DATA**

Fax Number: (303)571-4321  
 Phone: 303.571.4000

OP \$290.00 1916037

Email: denverteas@kilpatricktownsend.com,  
dackerman@kilpatricktownsend.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: David E. Sipiora  
Address Line 1: 1400 Wewatta Street, Suite 600  
Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	86831-784872
NAME OF SUBMITTER:	David E. Sipiora
Signature:	/des/
Date:	12/19/2011

Total Attachments: 6  
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## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Assignment and Assumption") is effective as of January 1, 2010, by and between Moldflow Corporation, a Delaware corporation ("Moldflow"), and Autodesk, Inc., a Delaware corporation ("Autodesk").

WHEREAS, Autodesk acquired all of the outstanding stock of Moldflow on June 25, 2008, and Moldflow is a wholly-owned subsidiary of Autodesk;

WHEREAS, Moldflow and Autodesk have entered into a Plan of Liquidation and Reorganization, dated October 15, 2008, as amended (the "Plan"), whereby Moldflow has agreed to assign all of its assets and liabilities to Autodesk, and Autodesk has agreed to assume all of the obligations of Moldflow, as set forth herein;

WHEREAS, that 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 the Moldflow and Autodesk operations to streamline the corporate structure and provide efficiencies of management.

WHEREAS, the transfer of all of the assets and liabilities of Moldflow to its sole stockholder, Autodesk, followed by the liquidation of Moldflow pursuant to the Plan, is intended to qualify as a tax-free liquidation of Moldflow with and into Autodesk pursuant to Sections 332 and 337 of Code and/or a tax-free reorganization of Moldflow 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 January 1, 2010 (the "Effective Date"), pursuant to the Plan, Moldflow hereby assigns, transfers and sets over (collectively, the "Assignment") to Autodesk all of Moldflow's right, title, benefit, privileges and interest in and to, and all of Moldflow's burdens, obligations and liabilities in connection with, the assets and liabilities of Moldflow not otherwise previously transferred, including, but not limited to, the Intellectual Property listed on 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 Moldflow to be observed, performed, paid or discharged from and after the Effective Date, in connection with the Assignment.

**2.** This Assignment shall be made in accordance with the Plan. All capitalized terms not otherwise defined in this Assignment and Assumption shall have the meaning as set forth in 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 Assignment and Assumption Agreement as of the date first above written.

ASSIGNOR

Moldflow Corporation,  
a Delaware corporation



Mark Abrahams, CFO,  
Vice President and Assistant Secretary

ASSIGNEE

Autodesk, Inc.,  
a Delaware corporation



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

EXHIBIT A

INTELLECTUAL PROPERTY

**Moldflow Corporation – Trademarks**

<b>Trademark Name</b>	<b>Jurisdiction</b>	<b>Application/ Trademark No.</b>	<b>International Class</b>	<b>Status</b>	<b>Registration Date</b>
<b>MOLDFLOW</b>	Argentina	2.117.037	9	Registered	9/27/2006
	Australia	1004379	9 & 42	Registered	5/31/2004
	Brazil	822816583	9		
	Brazil	823816575	42		
	Canada	280405	9, 16, 17, 41 & 42	Registered	7/10/1998
	Chile	753.373	9	Registered	3/13/2006
	China	744947	9	Registered	5/13/2005
	China	775864	42	Registered	1/14/2005
	European Community	004360657	9, 16 & 42	Registered	2/15/2006
	European Community	001275189	9 & 42	Registered	11/26/2001
	France	93478314	9 & 42	Registered	7/22/1993
	Japan	3222887	9	Registered	11/29/2006
	Japan	4031344	42	Registered	7/8/2007
	Japan	3166509	42	Registered	6/28/2006
	Japan	3095084	9	Registered	11/30/2005
	Korea	41-0156784	42	Registered	11/16/2007
	Korea	301046	9	Registered	11/8/2004
	Mexico	731777	9	Registered	10/5/2001
	Mexico	750815	42	Registered	
	Spain	2122331	42	Registered	5/16/1998
	Taiwan	1011179	9	Registered	8/16/2002
	Taiwan	173181	42	Registered	11/16/2002
	United Kingdom	1539224	9	Registered	6/18/2000
	U.S.	1916037	9 & 42	Registered	9/5/1995
	U.S.	3,037,817	9	Registered	1/3/2006

**Moldflow Corporation – Trademarks**

	Venezuela	P-192736	9	Registered	6/3/1995
<b>MOLDFLOW AND DEVICE</b>	Australia	369689	9	Registered	12/20/2002
	Australia	369688	42	Registered	12/20/2002
	Germany	2079202	9 & 42	Registered	10/23/2003
<b>MOLDFLOW DEVICE</b>	Italy	683999	9 & 42	Registered	7/5/1996
	Korea	301045	9	Registered	11/8/2004
	Korea	41-0156783	42	Registered	11/16/2007
	United Kingdom	1539225	42	Registered	6/18/2000
<b>MPA</b>	European Community	001490713	9 & 42	Registered	1/8/2002
	U.S.	2687747	9	Registered	2/18/2003
<b>MPA device</b>	Australia	1143375	9 & 42	Registered	10/27/2006
<b>MPA And Design</b>	European Community	001500040	9 & 42	Registered	2/3/2000
	U.S.	2584275	9	Registered	6/25/2002
<b>Moldflow Plastics Advisers</b>	European Community	001490788	9 & 42	Registered	12/31/2001
	U.S.	2,619,336	9	Registered	9/17/2002
<b>MPI</b>	European Community	001490523	9 & 42	Registered	10/10/2001
	U.S.	2700727	42	Registered	3/25/2003
<b>MPI And Design</b>	European Community	0001490770	9 & 42	Registered	1/31/2000
	U.S.	2574991	9	Registered	6/4/2002
<b>Moldflow Plastics Insight</b>	European Community	001490861	9 & 42	Registered	12/13/2001
	U.S.	2,619,335		Registered	9/17/2002

**Moldflow Corporation – Trademarks**

<b>MPX</b>	European Community	001490333	9 & 42	Registered	1/31/2000
	U.S.	2,652,259	9	Registered	11/19/2002
<b>MPX And Design</b>	European Community	001490663	9 & 42	Registered	1/31/2000
	U.S.	2531207	9	Registered	1/22/2002
<b>Moldflow Plastics Xpert</b>	European Community	001490416	9 & 42	Registered	9/18/2001
	U.S.	2436562	9	Registered	3/20/2001
	U.S.	2436562	9 & 42	Registered	3/20/2001
<b>SmartMold and device</b>	Japan	4363160	9 & 42	Registered	2/18/2000

The Company uses the following unregistered trademarks:

- Moldflow Plastics Labs
- Moldflow Structural Alliance
- SimaLink
- MPL
- Moldflow STL Magics
- MPI/Synergy
- MPI/Flow
- MPI/Cool
- MPI/Warp
- MPI/Fiber
- MPI/Optim
- MPI/Stress
- MPI/Shrink
- MPI/Gas
- MPI/MuCell
- MPI/Co-Injection
- MPI/Injection Compression
- MPI/Reactive Molding
- MPI/Microchip Encapsulation
- MPI/Underfill Encapsulation
- MPI/Fusion
- MPI/3D
- MPI/3D Gas-assist
- Moldflow Xpress
- Moldflow Works
- Moldflow Performance Adviser
- Dual Domain
- iMPA
- iMPX