

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TECHSHOP, INC.		01/24/2012	CORPORATION: CALIFORNIA
TECHSHOP SOMA LLC		01/24/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
TECHSHOP MENLO PARK LLC		01/24/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
TECHSHOP SAN JOSE LLC		01/24/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
TECHSHOP DETROIT LLC		01/24/2012	LIMITED LIABILITY COMPANY: MICHIGAN
TECHSHOP BROOKLYN LLC		01/24/2012	LIMITED LIABILITY COMPANY: NEW YORK
TECHSHOP RALIEGH DURHAM LLC		01/24/2012	LIMITED LIABILITY COMPANY: NORTH CAROLINA

**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: 1**

Property Type	Number	Word Mark
Serial Number:	85111859	TECHSHOP

**CORRESPONDENCE DATA**

Fax Number: (650)493-6811  
 Phone: 650-496-7543

**900213179**

**TRADEMARK  
 REEL: 004705 FRAME: 0575**

**CH \$40.00 85111859**

Email: nbouch@wsgr.com

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

Correspondent Name: WSGR, c/o Nancy Bouch, Senior Paralegal

Address Line 1: 650 Page Mill Road

Address Line 2: FH 2-1 P10

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	5477.000
NAME OF SUBMITTER:	Nancy Bouch
Signature:	/s/Nancy Bouch
Date:	01/26/2012

**Total Attachments: 5**

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**Execution Version**

**GRANT OF SECURITY INTEREST  
IN TRADEMARKS**

THIS GRANT OF SECURITY INTEREST, dated as of January 24, 2012 (this "Agreement"), is executed by TechShop, Inc., a California corporation (the "Company"), TechShop SOMA LLC, a California limited liability company and a wholly-owned subsidiary of the Company, TechShop Menlo Park LLC, a California limited liability company and a wholly-owned subsidiary of the Company, TechShop San Jose LLC, a California limited liability company and a wholly-owned subsidiary of the Company, TechShop Detroit LLC, a Michigan limited liability company and a wholly-owned subsidiary of the Company, TechShop Brooklyn LLC, a New York limited liability company and a wholly-owned subsidiary of the Company and TechShop Raleigh-Durham LLC, a North Carolina limited liability company and a wholly-owned subsidiary of the Company (together with the Company and their respective successors and assigns, each a "Debtor", each a "Company Party" and collectively, the "Company Parties"), in favor of Autodesk, Inc., a Delaware corporation ("Secured Party").

A. Reference is made to that certain Security Agreement, dated as a date even herewith (the "Security Agreement"), by and between each Company Party and Secured Party.

B. Company Parties have adopted, used and are using the trademarks, more particularly described on Schedule A annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Schedule A hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Company Parties have any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Company Parties shall provide written notice to Secured Party, in accordance with the provisions of the Security Agreement, of any addition or change which is necessary to be made to Schedule A in order to maintain such schedules completeness or accuracy, and, further, Company Parties shall provide such notice to Secured Party within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than five (5) days following the date of such event.

D. Each Debtor hereby grants to Secured Party a security interest in all right, title and interest of each Company Party in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Each Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Secured Party's address is: Autodesk, Inc.  
111 McInnis Parkway  
San Rafael, CA 94903

*[Remainder Of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, each Company Party has caused this instrument to be executed as of the day and year first above written.

TECHSHOP, INC.

By: Mark Hatch  
Name: Mark Hatch  
Title: Chief Executive Officer

TECHSHOP SOMA LLC

By: Mark Hatch  
Name: Mark Hatch  
Title: Chief Executive Officer

TECHSHOP MENLO PARK LLC

By: Mark Hatch  
Name: Mark Hatch  
Title: Chief Executive Officer

TECHSHOP SAN JOSE LLC

By: Mark Hatch  
Name: Mark Hatch  
Title: Chief Executive Officer

TECHSHOP DETROIT LLC

By: Mark Hatch  
Name: Mark Hatch  
Title: Chief Executive Officer

TECHSHOP BROOKLYN LLC

By: Mark Hatch

Name: Mark Hatch

Title: Chief Executive Officer

TECHSHOP RALIEGH DURHAM LLC

By: Mark Hatch

Name: Mark Hatch

Title: Chief Executive Officer

SCHEDULE -A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
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TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
TechShop	8/19/2010	85111859