

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
Auditude, Inc.			12/02/2011
Entity Type			
CORPORATION: DELAWARE			
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
Registration Number:		3958431	AUDITUDE
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:		02/17/2012	
Total Attachments: 3 source=AUDITUDE m 3958431_assign agmt#page1.tif source=AUDITUDE m 3958431_assign agmt#page2.tif source=AUDITUDE m 3958431_assign agmt#page3.tif			

CH \$40.00 3958431

**TRADEMARK ASSIGNMENT AGREEMENT BETWEEN
AUDITUDE, INC. AND ADOBE SYSTEMS INCORPORATED**

21st THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is effective this *December* day of _____, 2011 (the "Effective Date") by and between AUDITUDE, INC., a Delaware corporation, with its principal place of business at 345 Park Avenue, San Jose, California 95110 ("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

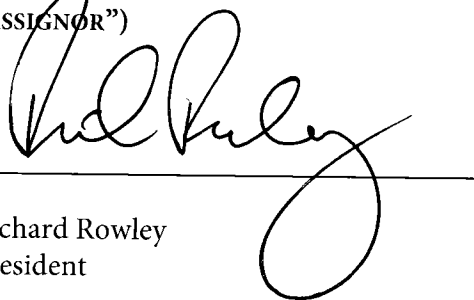
purpose thereof. Assignor will take all reasonably necessary steps to give effect to, and further the purposes of, this Agreement.

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.

AUDITUDE, INC.
("ASSIGNOR")

By: _____

Richard Rowley
President



ADOBE SYSTEMS INCORPORATED
("ASSIGNEE")

By: _____

Daniel C. Poliak
Associate General Counsel and
Assistant Secretary



SCHEDULE A
TRADEMARKS LIST

MARK	COUNTRY	CLASSES	REGISTRATION NUMBER	STATUS
AUDITUDE	United States	35/42	3958431	Registered