

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
T-Splines, Inc.		12/21/2011	CORPORATION: UTAH
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:	3129412	T-SPLINES	
CORRESPONDENCE DATA			
Fax Number:	(408)558-9960		
Phone:	408-558-7890		
Email:	efiler@iplo.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:	Michael J. Hughes		
Address Line 1:	4100 Moorpark Avenue		
Address Line 4:	San Jose, CALIFORNIA 95117		
ATTORNEY DOCKET NUMBER:	60038.2350.01		
NAME OF SUBMITTER:	Michael J. Hughes		
Signature:	/MJH18/		
Date:	02/23/2012		

OP \$40.00 3129412

Total Attachments: 4

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TRADEMARK ASSIGNMENT

For good and valuable consideration as set out in the Asset Purchase Agreement, dated as of December 21, 2011, by and among Assignee, Assignor and the Equityholders (as defined therein) (the "**Agreement**"), the receipt of which is hereby acknowledged and subject to the terms of the Agreement, T-Splines, Inc., a Utah corporation with its principal office located at 55 N. University Ave Ste 223, Provo UT, 84601 ("**Assignor**"), the owner of the trademark applications and/or registrations identified on Schedule A (the "**Trademarks**"), hereby irrevocably assigns to Autodesk, Inc., a Delaware corporation with its principal office located at 111 McInnis Parkway, San Rafael, California 94903 ("**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 reasonably required by Assignee to effectuate this assignment.

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 as may be reasonably requested by Assignee.

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.

This assignment is made pursuant to, and is subject to all the terms of the Agreement.

[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

T-SPLINES, INC.

By: *Matthew Sederberg*
Name: Matthew Sederberg
Title: President and CEO

ASSIGNOR'S ACKNOWLEDGMENT

State of Utah)
County of Utah)

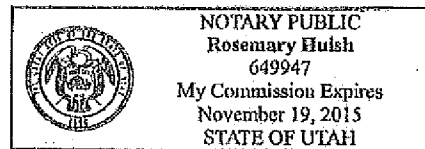
On 12/21/11, 2011, before me, Rosemary Huish, personally appeared Matthew Sederberg, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Rosemary Huish
Notary Public

My Commission Expires on 11/19/15



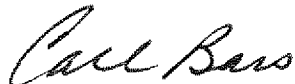
(Signature Page to Trademark Assignment)

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: 004723 FRAME: 0318

Schedule A

Assignment of Trademarks

Trademark Registrations

Mark	Country	Registration Number	Registration Date
T-Splines	USA	3129412	8-15-2006