

**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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Instructables, Inc.		02/01/2012	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<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		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3208516	INSTRUCTABLES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3035714321		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	303.571.4000		
<b>Email:</b>	denverteas@kilpatricktownsend.com		
<b>Correspondent Name:</b>	David E. Sipiora		
<b>Address Line 1:</b>	1400 Wewatta Street, Suite 600		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	86831-826859		
<b>NAME OF SUBMITTER:</b>	David E. Sipiora		
<b>Signature:</b>	/des/		
<b>Date:</b>	08/17/2012		

OP \$40.00 3208516

**Total Attachments: 6**

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement") is effective as of February 1, 2012, by and between Instructables, Inc., a Delaware corporation ("Instructables"), and Autodesk, Inc., a Delaware corporation ("Autodesk").

WHEREAS, Autodesk, Ibex Acquisition Corporation, a Delaware corporation and wholly-owned subsidiary of Autodesk, Instructables, and OATV LP, entered into an Agreement and Plan of Merger, dated as of July 5, 2011 (the "Merger Agreement");

WHEREAS, Autodesk acquired one hundred percent (100%) of the outstanding stock of Instructables on August 1, 2011, and Instructables is a wholly-owned subsidiary of Autodesk;

WHEREAS, Instructables and Autodesk have entered into a Plan of Liquidation and Reorganization, dated August 1, 2011 (the "Plan"), whereby Instructables has agreed to assign all of its assets and liabilities to Autodesk, and Autodesk has agreed to assume all of the obligations of Instructables;

WHEREAS, pursuant to the Plan, Instructables will transfer its employees to the payroll of Autodesk, and ultimately merge with and into Autodesk, with Autodesk surviving;

WHEREAS, 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 Instructables and Autodesk operations to streamline the corporate structure and provide efficiencies of management; and

WHEREAS, the transfer of all of the assets and liabilities of Instructables to its sole stockholder Autodesk, the transfer of the Instructables employees to Autodesk's payroll, and the merger of Instructables with and into Autodesk pursuant to the Plan, are intended to qualify as integrated steps in a tax-free liquidation of Instructables with and into Autodesk pursuant to Sections 332 and 337 of the Code and/or a tax-free reorganization of Instructables 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 31, 2012, (the "Effective Date"), pursuant to the Plan, Instructables hereby assigns, transfers and sets over to Autodesk (collectively, the "Assignment") all of Instructables' right, title, benefit, privileges and interest in and to, and all of Instructables' burdens, obligations and liabilities in connection with, the Acquired Assets as listed on Exhibit A, which is intended to consist of all Instructables' assets and liabilities, including but not limited to the Intellectual Property (as defined in the Merger Agreement) listed on Attachment 1 to 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 Instructables to be observed, performed, paid or discharged from and after the Effective Date, in connection with the Acquired Assets.

2. This Assignment shall be made in accordance with the Plan.

3. 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 Agreement.

4. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

ASSIGNOR

Instructables, Inc.  
a Delaware corporation



Richard M. Foehr  
Vice President and Assistant Secretary

ASSIGNEE

Autodesk, Inc.  
a Delaware corporation



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

**TRADEMARK**

**REEL: 004844 FRAME: 0583**

**EXHIBIT A**

**ACQUIRED ASSETS**

*Capitalized terms used in this Exhibit A are defined or referenced  
in the Assignment and Assumption Agreement*

1. All tangible movable property of Instructables, including, without limitation, all office supplies, material, equipment, furniture, fixtures and leasehold improvements, and all computer and telecommunications equipment of any description;
2. All goods and property forming the inventory of Instructables, including, without limitation, all work in progress, finished goods, goods held for sale or resale or that have been furnished to a third party under a contract of service, and goods used in or procured for packing or packaging, wherever located;
3. All Intellectual Property of Instructables, including, without limitation, all trademarks and patents as listed on Attachment 1;
4. Any and all documents of title or interest in any such property listed in items 1, 2 and 3 above, including, without limitation, all books, invoices, letters, papers and other records in any form evidencing or relating to the foregoing property, and all inbound and outbound software license agreements, non-disclosure agreements and other agreements relating to intellectual property; and
5. All goodwill.

**ATTACHMENT 1 TO EXHIBIT A**

**INTELLECTUAL PROPERTY**

**TRADEMARKS**

<b>Applicant/ Registrant/ Inventor/ Author/</b>	<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration or Serial Number</b>	<b>Filing Date/ Issuance/ Registration/ Grant Date</b>	<b>Prosecution Status</b>
Instructables, Inc.	Instructables	USPTO	<u>3208516</u>	February 13, 2007	Live

**RECORDED: 08/17/2012**

**TRADEMARK  
REEL: 004844 FRAME: 0586**