

## 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
Socialcam, Inc.		08/01/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Autodesk, Inc.		
Street Address:	The Landmark One Market Street		
Internal Address:	Suite 500		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4216462	SOCIALCAM	
CORRESPONDENCE DATA			
Fax Number:	3035714321		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	303-571-4000		
Email:	denverteas@kilpatricktownsend.com		
Correspondent Name:	Kilpatrick Townsend & Stockton LLP		
Address Line 1:	1400 Wewatta Street		
Address Line 2:	Suite 600		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	86831-851490		
NAME OF SUBMITTER:	David E. Sipiora		
Signature:	/David E. Sipiora/		

OP \$40.00 4216462

Date:

10/19/2012

**Total Attachments: 4**

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

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

WHEREAS, Autodesk, Sun Valley Merger Corporation, a Delaware corporation and wholly-owned subsidiary of Autodesk, Socialcam, and Shareholder Representative Services LLC, have entered into an Agreement and Plan of Merger, dated as of July 13, 2012 (the "Merger Agreement");

WHEREAS, Autodesk acquired one hundred percent (100%) of the outstanding stock of Socialcam on August 1, 2012, and Socialcam is a wholly-owned subsidiary of Autodesk;

WHEREAS, Socialcam and Autodesk have entered into a Plan of Liquidation and Reorganization, dated August 1, 2012 (the "Plan"), whereby Socialcam has agreed to assign all of its assets and liabilities to Autodesk, and Autodesk has agreed to assume all of the obligations of Socialcam;

WHEREAS, pursuant to the Plan, Socialcam 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") or as a plan of reorganization for purposes of Section 368(a) of the Code;

WHEREAS, that Plan is being undertaken in order to integrate Socialcam 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 Socialcam to its sole stockholder Autodesk, the transfer of the Socialcam employees to Autodesk's payroll, and the merger of Socialcam with and into Autodesk pursuant to the Plan, are intended to qualify as integrated steps in a tax-free liquidation of Socialcam with and into Autodesk pursuant to Sections 332 and 337 of the Code and/or a tax-free reorganization of Socialcam with and into Autodesk, pursuant to Section 368(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 August 1, 2012, (the "Effective Date"), pursuant to the Plan, Socialcam hereby assigns, transfers and sets over to Autodesk (collectively, the "Assignment") all of Socialcam's right, title, benefit, privileges and interest in and to, and all of Socialcam's burdens, obligations and liabilities in connection with, the Acquired Assets as listed on Exhibit A, which is intended to consist of all Socialcam's 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 Socialcam 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.

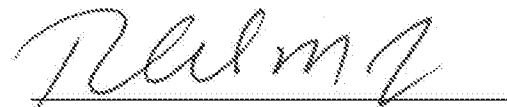
3. Each of the parties hereto covenants and agrees, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions 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

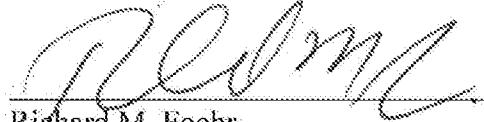
Socialcam, Inc.  
a Delaware corporation



Richard M. Foehr  
CEO, President and Secretary

ASSIGNEE

Autodesk, Inc.  
a Delaware corporation



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

## 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 Socialcam, 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 Socialcam, 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 Socialcam, 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

Trademark	Applicant	Country	Application #	Filing Date	Status
SOCIALCAM	Socialcam, Inc.	U.S.A.	85/384,120	07/28/2011	Filed