

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
Behance, Inc.		01/16/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Adobe Systems Incorporated		
Street Address:	345 Park Avenue		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95110-2704		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85680351	99U	
Serial Number:	85614654	THE ALVA AWARD	
Registration Number:	3326824	BEHANCE	
Registration Number:	3503191	BEHANCE	
Registration Number:	3502251	ACTION PAD	
Registration Number:	3683517	MAKE IDEAS HAPPEN	
Registration Number:	3816152	ACTION METHOD	
Registration Number:	3922505	99%	
CORRESPONDENCE DATA			
Fax Number:	2066756818		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	206.675.7000		
Email:	tm@adobe.com		
Correspondent Name:	Adobe Systems Incorporated		

Address Line 1: 801 North 34th Street
Address Line 2: Legal Department
Address Line 4: Seattle, WASHINGTON 98103

NAME OF SUBMITTER:	Daniel C. Poliak
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Signature:	/Daniel C. Poliak/
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Date:	01/18/2013
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Total Attachments: 3
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**TRADEMARK ASSIGNMENT AGREEMENT BETWEEN
BEHANCE, INC. AND ADOBE SYSTEMS INCORPORATED**

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is effective this 16TH day of JANUARY, 2013 (the "Effective Date") by and between BEHANCE, INC., a Delaware corporation registered, with its principal place of business at 345 Park Avenue, San Jose, California 95110-2704 ("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.

BEHANCE, INC.
("ASSIGNOR")

ADOBE SYSTEMS INCORPORATED
("ASSIGNEE")

By: *Richard T. Rowley*

By: *Daniel C. Poliak*

Richard T. Rowley
President

Daniel C. Poliak
Assistant Secretary and Associate
General Counsel

State of California)

County of Santa Clara)

On the 16 of JANUARY 2013, before me, SOCORRO ANAYA, the undersigned Notary Public, personally appeared Richard T. Rowley, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged 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.

Witness my hand and official seal.

Socorro Anaya
Notary Signature

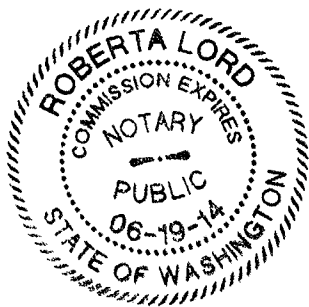


State of Washington)

County of King)

On this 17 of January 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Daniel C. Poliak, to me known to be the person who signed the foregoing and attached instrument, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Associate General Counsel and Assistant Secretary of Adobe Systems Incorporated to be the free and voluntary act and deed of such corporation for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Roberta Lord
Roberta Lord
NOTARY PUBLIC in and for the State
of Washington, residing at Seattle.
My Appointment Expires: June 19, 2014