

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
Adobe Systems Incorporated		06/27/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Apache Software Foundation		
Street Address:	1901 Munsey Avenue		
City:	Forest Hill		
State/Country:	MARYLAND		
Postal Code:	21050-2747		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3370163	FLEX	
CORRESPONDENCE DATA			
Fax Number:	6508332001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6508332373		
Email:	carolanne.bashir@dlapiper.com		
Correspondent Name:	Paul A. McLean		
Address Line 1:	2000 University Avenue		
Address Line 4:	East Palo Alto, CALIFORNIA 94303		
ATTORNEY DOCKET NUMBER:	125-10785-54		
NAME OF SUBMITTER:	Carol Anne Bashir		
Signature:	/Carol Anne Bashir/		
Date:	01/10/2014		

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Total Attachments: 4

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**Trademark Assignment and License Agreement between
Adobe Systems Incorporated and The Apache Software Foundation**

This **Trademark Assignment and License Agreement** (the "Agreement") is effective this 27th day of June, 2012 (the "Effective Date") by and between **Adobe Systems Incorporated**, a Delaware corporation, with its principal place of business at 345 Park Avenue, San Jose, California 95110-2704 ("Assignor"), and **The Apache Software Foundation**, a Delaware corporation, with its principal place of business at 1901 Munsey Drive, Forest Hill, MD 21050-2747 ("Assignee"). Assignor and Assignee may be collectively referred to herein as the "Parties."

Recitals

- A. WHEREAS Assignor owns the trademark FLEX, including common law rights therein and the underlying trademark registrations listed in **Schedule A** ("Trademarks List") attached hereto and incorporated herein (collectively, the "Trademark");
- B. WHEREAS the Parties mutually desire that Assignee acquire Assignor's entire right, title and interest in and to the Trademark;
- C. WHEREAS the Assignor desires to continue to use the Trademark in connection with its business.

Now Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

Assignment 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 Trademark; and (b) that part of the goodwill of Assignor's business connected with and symbolized by the Trademark.
2. Assignor hereby agrees not to challenge, or to assist others to challenge the validity, or Assignee's ownership, of the Trademark. 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. Assignor hereby further agrees not to file any application to register the Trademark in any jurisdiction worldwide.
3. Assignor hereby covenants that, upon the request of Assignee, Assignor will promptly provide Assignee with all pertinent facts and documents relating to the Trademark as may be known and reasonably accessible to Assignor and will

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testify as to the same in any opposition, litigation or any proceeding related thereto. At Assignee's expense, Assignor will promptly execute and deliver to Assignee or its legal representatives any and all documents, instruments or affidavits reasonably required to apply for, obtain, maintain, register and enforce the Trademark, 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.

4. As of the date of this Agreement, Assignor represents and warrants that it is not aware of any allegations or instances of actual infringement related to the Trademark asserted against Assignor. In reliance on the foregoing, the Parties agree, and Assignee acknowledges, that Assignor's assignment of the Trademark hereunder is on an "as is" basis without any further representations or warranties from Assignor, including without limitation any representations or warranties concerning non-infringement of third-party rights, registrability of the Trademark in any jurisdiction for any goods or services, merchantability or fitness for a particular purpose. Assignor hereby disclaims all such representations and warranties.
5. The Parties acknowledge and agree that if, for any reason, Assignee's project under the FLEX trademark fails to graduate from Assignee's Incubator stage to a full Apache Flex Project, or Assignee discontinues development of Assignee's project under the FLEX trademark prior to a formal release of software under the FLEX trademark by Assignee as the Apache Flex Project on Assignee's official website at Apache.org, Assignee agrees thereupon promptly to execute an agreement assigning the FLEX trademark back to Assignor inclusive of all rights granted herein under paragraphs 1 through 4 above and the underlying trademark registrations listed in Schedule A attached hereto and incorporated herein.

License Agreement

6. *Grant of License.* Assignee hereby grants to the Assignor, and Assignor accepts, a worldwide, non-exclusive, royalty-free license to use and distribute, under the terms of this Agreement, the Trademark on or in connection with Assignor's current and legacy products and services branded with the Trademark, released prior to the Effective Date of this Agreement, including, www.flex.org, Adobe Flex Builder, Adobe Flex framework, Adobe Flex SDK and QTP plugin for Flex.
7. *Quality Control.* Assignor shall only use the Trademark in connection with products and services meeting the standards, specifications and qualities expectations established by the Assignee (collectively, "Assignee's Quality Standards"). Assignee shall provide Assignor with advanced written notice of any material changes to Assignee's Quality Standards. Assignee shall have the right, at all reasonable times, with reasonable advanced notice to Assignor, to inspect the Assignor's goods and services employing the Trademark to determine that they are of proper quality. The Parties agree and Assignee acknowledges that the goods and services offered by Assignor under the Trademark as of the

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Effective Date satisfy all of Assignee's Quality Standards and shall be deemed to satisfy all of Assignee's Quality Standards established subsequent to the Effective Date.

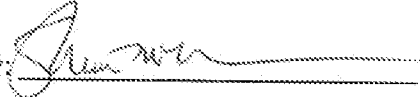
- 8. This Agreement is of worldwide effect. This Agreement may be executed in parts, by facsimile, or by other electronic means. This Agreement embodies the entire understanding between the Parties hereto and may be amended only in writing signed by both Parties. The invalidation of any clause of this Agreement by reason of law or otherwise shall not invalidate the rest of the Agreement, which shall remain in full force and effect. This Agreement shall be assignable by either Party and shall be fully binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.
- 9. This Agreement is to be construed under the law of the state of California notwithstanding any choice of law provisions, including without limitation, its conflict of law provisions.

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.

Adobe Systems Incorporated
("Assignor")

The Apache Software Foundation
("Assignee")

By: 

By: 

DAVID WADHWANI
Name of Signatory

Shane Curcuro
Name of Signatory

SVP * GM, DIGITAL MEDIA BU
Title

Vice President, Brand Management
Title

Schedule A
Trademarks List

MARK	COUNTRY	CLASSES	REG./A PPLN. NUMBE R	STATUS
FLEX	Canada		TMA720357	Registered
FLEX	European Community (CTM)	9, 38	003795011	Registered
FLEX	United States	9	3370163	Registered

Date Created: 6/28/2012 11:00:50 AM

RECORDED: 01/10/2014

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