

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM337418

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Tweak Software, Inc.		01/30/2015	CORPORATION: CALIFORNIA
<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: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3722007	RV	
<b>Registration Number:</b>	3722016	TWEAK SOFTWARE	
<b>Serial Number:</b>	86287464	CRANK	
<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 using a fax number, if provided; 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 2:</b>	Kilpatrick Townsend & Stockton LLP		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	86831-941157		
<b>NAME OF SUBMITTER:</b>	David E. Sipiora		
<b>SIGNATURE:</b>	/David E. Sipiora/		
<b>DATE SIGNED:</b>	04/06/2015		
<b>Total Attachments: 10</b>			
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OP \$90.00 3722007

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**ASSET PURCHASE AGREEMENT**

among:

**TWEAK SOFTWARE, INC.,**  
a California corporation;

**THE EQUITYHOLDERS SET FORTH HEREIN,**

and

**AUTODESK, INC.,**  
a Delaware corporation

Dated as of January 30, 2015

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## LIST OF EXHIBITS AND SCHEDULES

### EXHIBITS

<u>Exhibit A</u>	Certain Definitions
<u>Exhibit B</u>	Form of Non-Competition Agreement
<u>Exhibit C</u>	Form of Holdback Agreement
<u>Exhibit D</u>	Form of Equityholders' Consent
<u>Exhibit E</u>	Form of Affirmation for Software Product Purchase by Electronic Transfer
<u>Exhibit F</u>	Form of Bill of Sale
<u>Exhibit G</u>	Form of Trademark Assignment
<u>Exhibit H</u>	Form of Equityholder Release
<u>Exhibit I</u>	Form of Escrow Agreement

### SCHEDULES

<u>Schedule 1.1(a)(i)</u>	Purchased Assets – Transferred IP
<u>Schedule 1.1(a)(ii)</u>	Purchased Assets – Transferred Agreements
<u>Schedule 1.1(a)(iv)</u>	Purchased Assets – Fixed Assets
<u>Schedule 1.1(b)(i)</u>	Excluded Assets – Technology and Intellectual Property Rights
<u>Schedule 1.1(b)(ii)</u>	Excluded Assets – Third Party Assets
<u>Schedule 1.1(b)(iii)</u>	Excluded Assets – Open Source Code Rights
<u>Schedule 1.1(b)(iv)</u>	Excluded Assets – Excluded Agreements
<u>Schedule 6.3(b)</u>	Consents
<u>Schedule 6.6(d)</u>	Key Employees
<u>Schedule 6.6(f)</u>	Holdback Employees
<u>Schedule 6.6(i)</u>	Terminated Agreements
<u>Schedule 6.6(k)</u>	Confirmatory Assignments

## AGREEMENT

In consideration of the foregoing recitals and the mutual representations, warranties, covenants and obligations contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

### 1. PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES; RELATED TRANSACTIONS

#### 1.1 Purchase and Sale of Assets.

(a) On the terms and subject to the conditions of this Agreement, at the Closing, Seller shall sell, transfer, convey, assign and deliver to Purchaser (or to an affiliate designated by Purchaser), free and clear of all Encumbrances (other than Permitted Encumbrances), and Purchaser (or an affiliate designated by Purchaser) shall purchase from Seller all of Seller's right, title and interest in, to and under all of the assets, properties, goodwill and rights of Seller used in, held for use in, reasonably necessary for or related to the Business as presently conducted or as proposed to be conducted that are of every nature, kind and description, tangible and intangible, whether personal or real, wherever located, and by whomever possessed, whether or not carried on the books of Seller (other than the Excluded Assets) (collectively, the "Purchased Assets"), including the following:

(i) Transferred IP, including the Transferred IP set forth on Schedule 1.1(a)(i);

(ii) all rights of Seller under the Transferred Agreements set forth on Schedule 1.1(a)(ii), if any;

(iii) all claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind in favor of Seller (in connection with the Business, and the Transferred IP) or the Business, the Seller Products, and the Transferred IP against any Person, including any Encumbrances or other rights to payment or to enforce payment in connection with Seller Products and the Transferred IP delivered by Seller on or prior to the Closing Date, and the right to enforce all Intellectual Property Rights included in the Purchased Assets and the right to sue (and seek and retain damages) for infringement, misappropriation or other violation or unlawful use (including past infringement, misappropriation or other violation or unlawful use) of such Intellectual Property Rights;

(iv) the fixed assets set forth on Schedule 1.1(a)(iv); and

(v) all materials, papers, Databases, books, information systems, documentation and records (in paper or electronic format) in Seller's care, custody, or control (including product specifications, marketing requirement documents, customer and end user documentation, packaging materials, brochures, user manuals, graphics, artwork and Software release orders) to the extent related to the Business or the other Purchased Assets described in this Section 1.1(a) (collectively, "Books and Records").

(b) Excluded Assets. Without limiting the generality of this Section 1.1, the Purchased Assets shall not include any of the following assets of Seller (collectively, the "Excluded Assets"):

(i) the Technology and Intellectual Property Rights specifically set forth on Schedule 1.1(b)(i);

(ii) all rights in and to the third party Software (except for Open Source Code) and services used by Seller to operate the Business that are listed in Schedule 1.1(b)(ii), including all Contracts for such Software and services (the “Third Party Assets”);

(iii) all rights in and to Open Source Code, including all Contracts for Open Source Code, including the Open Source Code and Contracts for Open Source Code listed on Schedule 1.1(b)(iii);

(iv) with the exception of the Transferred Agreements, all agreements between Seller and a third party or parties, including the agreements listed on Schedule 1.1(b)(iv) (together, the “Excluded Agreements”);

(v) all receivables, credits and deposits of Seller;

(vi) all cash, cash equivalents and bank accounts of Seller;

(vii) all Contracts, except the Transferred Agreements;

(viii) corporate seals, articles of incorporation, minute books, transfer or other records related to the corporate organization of Seller;

(ix) all of the Seller Employee Plans;

(x) all insurance policies;

(xi) all personnel records and other records that Seller is required by law to retain in its possession and not to sell, transfer, convey assign or deliver;

(xii) all communications or portions thereof in any form or format whatsoever between or among the Company and/or the Equityholders, or any of their respective directors, officers employees or other representatives, on the one hand, and their legal counsel, on the other hand, to the extent that they relate to the negotiation, documentation and/or consummation of the transactions contemplated by this Agreement or any dispute arising under this Agreement;

(xiii) claims or Legal Proceedings related to any Retained Liability; and

(xiv) except as set forth in Section 1.1(a), the furniture, fixtures and equipment.

## **1.2 Assumption of Certain Liabilities.**

(a) Purchaser shall not assume any Liabilities of Seller except for those Liabilities that Purchaser expressly assumes pursuant to this Section 1.2(a). On the terms and subject to the conditions of this Agreement, at the Closing, Seller shall assign, and Purchaser shall assume, the Liabilities of Seller arising from and after the Closing under the Transferred Agreements, it being understood that Purchaser shall not assume any Liability arising out of a breach of the Transferred Agreements prior to the Closing (collectively, the “Assumed Liabilities”). For the avoidance of doubt, under no circumstances shall Purchaser assume any Liability for Excluded Taxes.

(b) Except for the Assumed Liabilities, Seller shall retain and be responsible for paying, performing and discharging when due, and Purchaser shall not assume or have any responsibility

**SCHEDULE 1.1(a)(i)**

**PURCHASED ASSETS – TRANSFERRED IP**

**1(a) Seller Products**

<b>Name</b>	<b>Description</b>	<b>Platform(s)</b>
rv	RV Desktop Review Tool	Linux, Windows
rvsdi	rv augmented with SDI video Output Modules	Linux, Windows
rvx	rv augmented with authoring tools for extending rv	Linux, Windows
RV64	RV Desktop Review Tool (mac)	OS X
RVSDI	RV64 augmented with SDI video output modules	OS X
RVX	RV64 augmented with authoring tools for extending RV64	OS X
rvio	Software transcoder and renderer of rv session files (RV version 3.X). rvio_hw and rvio_sw replaced rvio starting with RV version 4.0.	Linux, Windows, OS X
rvio_hw	Offline GPU transcoder and renderer of rv session files (RV version 4.X)	Linux, Windows, OS X
rvio_sw	Offline non-GPU version of rvio_hw (RV version 4.X)	Linux, OS X
rvls	Shell listings of media metadata	Linux, Windows, OS X

- moveTxt
    - Animated texture projection
  - moveTxt2
    - Animated texture projection
  - stamTest
    - FFT water test
  - test1
    - water test
  - test2
    - water test
  - test3
    - water test
  - test4
    - water test
  - test5
    - water test
  - test6
    - water test
  - test7
    - water test
  - wind1
    - Wind test
  - wind2
    - Wind test
- plugins
    - Contains various plugins for now defunct or old renders, houdini, and maya.

1(f) Trademarks

Name of Registered Owner	Trademark	Jurisdiction	Registration #	Filing Date / Registration Date
Tweak Software, Inc.	RV	United States	3,722,007	May 13, 2009/ December, 8 2009
Tweak Software, Inc.	TWEAK SOFTWARE	United States	3,722,016	May 13, 2009/ December, 8 2009
Tweak Software, Inc.	CRANK	United States	86/287,464 (Application Number)	May 21, 2014

1(g) Registered Domain Names

Domain Name	Registrar	Expiration	Current Owner	Contact
crankplayer.com	Melbourne IT Ltd	2015-02-	Tweak Software,	Seth Rosenthal



The parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

AUTODESK, INC.,  
a Delaware corporation

By: Carl Bass

Name: Carl Bass

Title: President and Chief Executive Officer

[Signature Page to Asset Purchase Agreement]

TRADEMARK  
REEL: 005493 FRAME: 0234

**TWEAK SOFTWARE, INC.,**  
a California corporation

By: SR  
Name: Seth Rosenthal  
Title: President

**EQUITYHOLDERS**

SR  
Name: Seth Rosenthal

\_\_\_\_\_  
Name: Alan Trombla

\_\_\_\_\_  
Name: Jim Hourihan

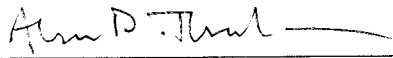
[Signature Page to Asset Purchase Agreement]

**TWEAK SOFTWARE, INC.,**  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EQUITYHOLDERS**

\_\_\_\_\_  
Name: Seth Rosenthal

  
\_\_\_\_\_  
Name: Alan Trombla

\_\_\_\_\_  
Name: Jim Hourihan

[Signature Page to Asset Purchase Agreement]

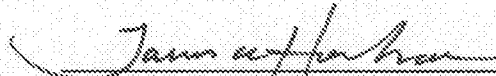
TWEAK SOFTWARE, INC.,  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EQUITYHOLDERS

\_\_\_\_\_  
Name: Seth Rosenthal

\_\_\_\_\_  
Name: Alan Trombla

  
\_\_\_\_\_  
Name: Jim Hourihan

{Signature Page to Asset Purchase Agreement}