

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM354610

<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>
Fotolia LLC		09/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Adobe Systems Incorporated		
<b>Street Address:</b>	345 Park Avenue		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95110-2704		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4714900	WORLD'S LOCAL IMAGES	
<b>Registration Number:</b>	4714899	THE WORLD'S LOCAL IMAGES	
<b>Registration Number:</b>	3997928		
<b>Registration Number:</b>	3997923	FOTOLIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2066756818		
<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>	206.675.7000		
<b>Email:</b>	tm@adobe.com		
<b>Correspondent Name:</b>	J. Scott Evans		
<b>Address Line 1:</b>	801 North 34th Street		
<b>Address Line 2:</b>	Legal Department		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98103		
<b>NAME OF SUBMITTER:</b>	J. Scott Evans		
<b>SIGNATURE:</b>	/J. Scott Evans/		
<b>DATE SIGNED:</b>	09/10/2015		
<b>Total Attachments: 3</b>			
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TRADEMARK ASSIGNMENT AGREEMENT BETWEEN  
FOTOLIA LLC AND ADOBE SYSTEMS INCORPORATED

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is effective this 1<sup>st</sup> day of September, 2015 (the "Effective Date") by and between FOTOLIA LLC, a Delaware company, with its principal place of business at 41 East 11th Street, New York, NY 10003 ("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.

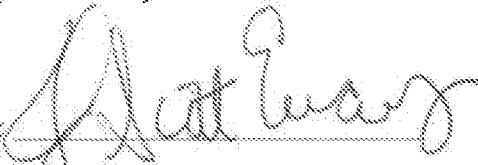
IN WITNESS WHEREOF, the undersigned have caused their duly authorized representatives to execute this Agreement effective as of the Effective Date and in the capacity shown below.

FOTOLIA LLC  
("ASSIGNOR")

By:  \_\_\_\_\_

Justin Judd  
Secretary

ADOBE SYSTEMS INCORPORATED  
("ASSIGNEE")

By:  \_\_\_\_\_

John Scott Evans  
Assistant Secretary and Associate  
General Counsel

Mark	Country	Class(es)	Reg. No.	Status
WORLD'S LOCAL IMAGES	United States	35,38,42,45	4714900	REGISTERED
THE WORLD'S LOCAL IMAGES	United States	35,38,42,45	4714899	REGISTERED
Design	United States	9,35,38,42,45	3997928	REGISTERED
FOTOLIA	United States	9,35,38,42,45	3997923	REGISTERED