

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363149

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Creative Market Labs, Inc.		01/26/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Autodesk, Inc.		
Street Address:	111 McInnis Parkway		
City:	San Rafael		
State/Country:	CALIFORNIA		
Postal Code:	94903		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4427934	CREATIVE MARKET	
Registration Number:	4438750	CREATIVE MARKET	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	303.571.4000		
Email:	denverteas@kilpatricktownsend.com		
Correspondent Name:	Daniel I. Ackerman		
Address Line 1:	1400 Wewatta Street, Suite 600		
Address Line 2:	Kilpatrick Townsend & Stockton LLP		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	086831-0950885		
NAME OF SUBMITTER:	Daniel I. Ackerman		
SIGNATURE:	/dia/		
DATE SIGNED:	11/20/2015		
Total Attachments: 17			
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AGREEMENT AND PLAN OF MERGER

among:

AUTODESK, INC.,

a Delaware corporation;

RAW UMBER CORPORATION,

a Delaware corporation;

CREATIVE MARKET LABS, INC.,

a Delaware corporation;

AND

**DARIUS MONSEF
AS THE EQUITYHOLDERS' AGENT**

Dated as of January 26, 2014

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this “Agreement”) is made and entered into as of January 26, 2014, by and among: **AUTODESK, INC.**, a Delaware corporation (“Purchaser”); **RAW UMBER CORPORATION**, a Delaware corporation and a wholly-owned subsidiary of Purchaser (“Sub”); **CREATIVE MARKET LABS, INC.**, a Delaware corporation (the “Company”); and Darius Monsef, as the Equityholders’ Agent (as defined in Section 10.1(a)). Capitalized terms used in this Agreement are defined or referenced in Exhibit A.

RECITALS

A. The Boards of Directors of the Company, Sub and Purchaser (or, with respect to Purchaser, a duly authorized officer or committee of its Board of Directors) have determined that it would be advisable and in the best interests of the securityholders of their respective companies that Sub merge with and into the Company (the “Merger”), with the Company to survive the Merger and to become a wholly-owned subsidiary of Purchaser, on the terms and subject to the conditions set forth in this Agreement, and, in furtherance thereof, have approved the Merger, this Agreement and the other transactions contemplated by this Agreement.

B. Pursuant to the Merger, among other things, (i) 100% of the shares of Company Capital Stock issued and outstanding as of the Closing (such shares of capital stock of the Company, together with shares of Company Common Stock issued upon exercise of Company Options prior to the Closing, the “Shares” and the Persons that own shares of the capital stock of the Company as of the Closing, the “Company Stockholders”) and (ii) 100% of the issued Company Options that remain outstanding as of the Closing shall each be converted into the right to receive cash in the manner set forth herein. The Company Stockholders and the Current Optionholders (as defined in Section 2.3(b)) are referred to herein as the “Equityholders.”

C. The Company, Sub and Purchaser desire to make certain representations, warranties, covenants and other agreements in connection with the Merger as set forth herein.

D. Concurrently with the execution of this Agreement and as a material inducement to the willingness of Purchaser to enter into this Agreement, (i) the persons listed on Schedule 6.5(b) are executing Non-Competition Agreements in the form of Exhibit F (the “Non-Competition Agreements”) and (ii) the persons listed on Schedule 6.5(c) are executing at-will offer letters in the form of Exhibit G (the “Offer Letters”); each of which is to become effective at the Closing.

F. Concurrently with the execution of this Agreement and as a material inducement to the willingness of Purchaser to enter into this Agreement, the persons listed on Schedule 6.5(e) (the “Holdback Stockholders”) are executing Holdback Agreements in the form of Exhibit H (the “Holdback Agreements”) pursuant to which Purchaser will hold back a portion of the merger consideration otherwise payable to each such Holdback Stockholder in the Merger pursuant to the terms and conditions of their respective Holdback Agreements; each of which Holdback Agreements is to become effective at the Closing.

G. Concurrently with the execution of this Agreement and as a material inducement to the willingness of Purchaser to enter into this Agreement, the Equityholders are entering into a Joinder Agreement with Purchaser, the Company and Sub substantially in the form attached hereto as Exhibit I (the “Joinder Agreement”) and immediately following the execution and delivery of this Agreement, the

Company will secure from each Company Stockholder a written consent substantially in the form attached hereto as Exhibit J (the “Company Stockholder Consent”) approving the Merger, the conversion of Company Preferred Stock into Company Common Stock immediately prior to the Merger and adopting this Agreement.

H. At or prior to the Closing, all Company Optionholders shall execute and deliver to Purchaser an Optionholder Consent to Purchase Options and Joinder Agreement in the form attached hereto as Exhibit E (an “Optionholder Agreement”).

AGREEMENT

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

1. THE MERGER; RELATED MATTERS

1.1 The Merger; Closing; Effective Time and Related Matters.

(a) The Merger. At the Effective Time (as such term is defined in Section 1.1(c)), on the terms and subject to the conditions set forth in this Agreement, the Certificate of Merger in substantially the form attached hereto as Exhibit K (the “Certificate of Merger”) and the applicable provisions of Delaware Law, Sub shall merge with and into the Company, the separate corporate existence of Sub shall cease and the Company shall continue as the surviving corporation and shall become a wholly-owned subsidiary of Purchaser. The Company, as the surviving corporation after the Merger, is hereinafter sometimes referred to as the “Surviving Corporation.”

(b) Closing. The closing of the transactions contemplated by this Agreement (the “Closing”) shall take place at the offices of Wilson Sonsini Goodrich & Rosati located at 650 Page Mill Road, Palo Alto, California, on a date and time to be designated by Purchaser, which shall be no later than the fifth business day after the satisfaction or waiver of the last to be satisfied or waived of the conditions set forth in Article 6 and Article 7 (except for those conditions to be satisfied at and as of the Closing, but subject to the satisfaction or waiver of such conditions) (such fifth business day, the “Target Closing Date”) or at such time and date as the parties may designate; provided, however, that if the Target Closing Date occurs within the last thirty (30) days of a fiscal quarter of Purchaser, then the Closing shall be no earlier than the first business day following the end of such fiscal quarter. The date on which the Closing actually takes place is referred to in this Agreement as the “Closing Date.” All transactions occurring at the Closing shall be deemed to take place simultaneously, and no transaction shall be deemed to have been completed and no document or certificate shall be deemed to have been delivered until all transactions are completed and all documents delivered. Unless otherwise indicated, all documents and certificates shall be dated on or as of the Closing Date.

(c) Effective Time. At the Closing, after the satisfaction or waiver of each of the conditions set forth in Article 6 and Article 7, Sub and the Company shall cause the Certificate of Merger to be filed with the Secretary of State of the State of Delaware, in accordance with the relevant provisions of Delaware Law (the time of acceptance by the Secretary of State of the State of Delaware of such filing or such later time as may be agreed to by Purchaser and the Company in writing (and set forth in the Certificate of Merger) being referred to herein as the “Effective Time”).

(d) Certificate of Incorporation and Bylaws.

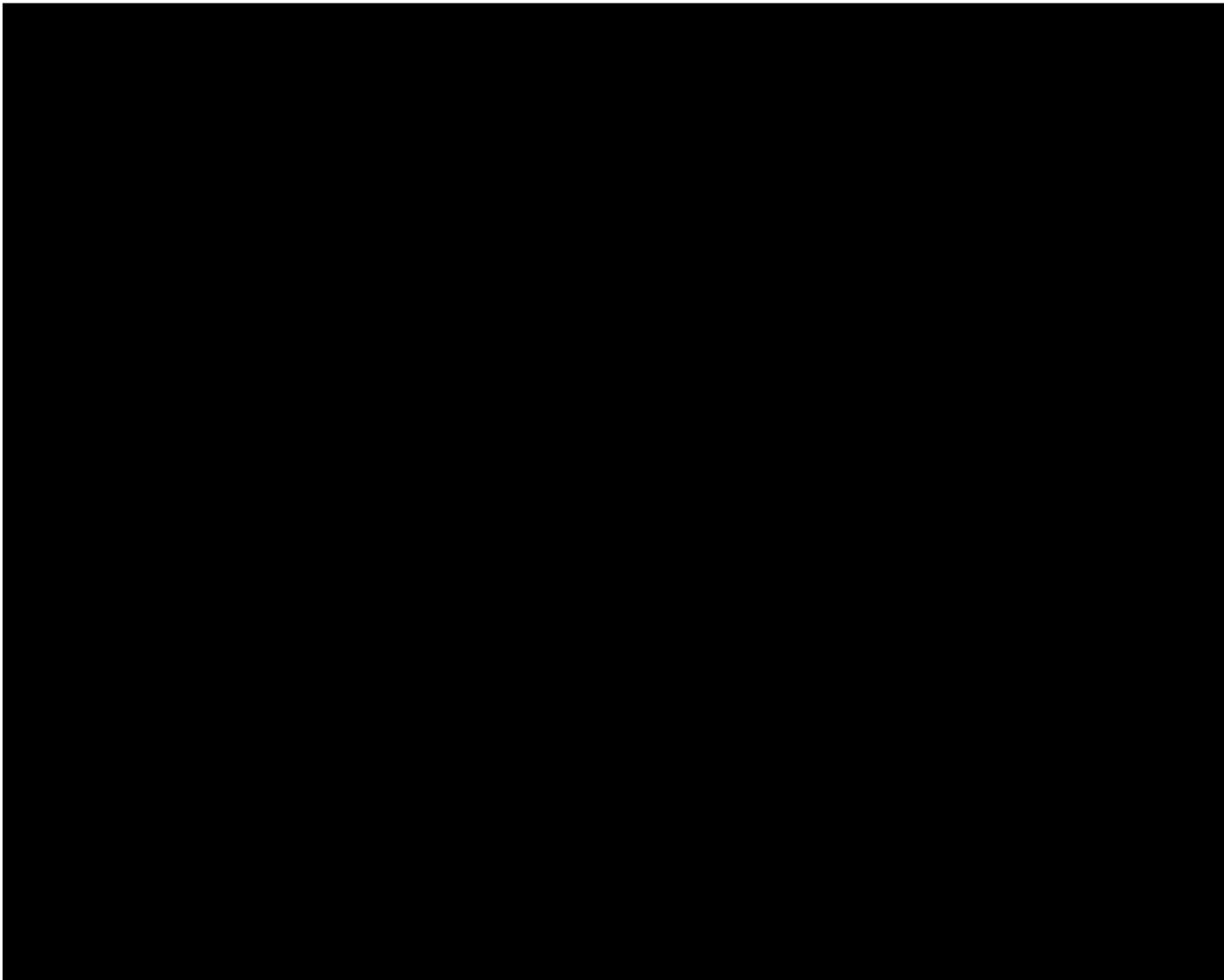
(i) At the Effective Time, the Certificate of Incorporation of the Surviving Corporation shall be amended in its entirety to read as set forth in the Certificate of Merger, until thereafter amended as provided by Delaware Law.

(ii) At the Effective Time, the Bylaws of the Surviving Corporation shall be amended in their entirety to read as the Bylaws of Sub, until thereafter amended as provided by Delaware Law, the Certificate of Incorporation of the Surviving Corporation and such Bylaws.

(e) Directors and Officers.

(i) At the Effective Time, the members of the Board of Directors of Sub immediately prior to the Effective Time shall be appointed as the members of the Board of Directors of the Surviving Corporation immediately after the Effective Time until their respective successors are duly elected or appointed and qualified.

(ii) At the Effective Time, the officers of Sub immediately prior to the Effective Time shall be appointed as the officers of the Surviving Corporation immediately after the Effective Time until their respective successors are duly appointed.



2.10 Intellectual Property.

(a) Products. Part 2.10(a) of the Disclosure Schedule accurately identifies each Acquired Company Product currently being, or that at any time in the past has been, developed, manufactured, supported, marketed, distributed, licensed, sold or made available (including as a software product or app (including mobile apps), as part of a service bureau, cloud, or time-sharing, application service or similar arrangement or otherwise) by any of the Acquired Companies.

(b) Registered IP. Part 2.10(b) of the Disclosure Schedule accurately identifies: each item of Registered IP in which any of the Acquired Companies has or purports to have an

ownership interest of any nature (whether exclusively, jointly with another Person or otherwise), in each case listing: (i) the name of the applicant/registrant, inventor/author and current owner; (ii) the jurisdiction in which such item of Registered IP has been registered or filed; (iii) the applicable registration or serial number; (iv) the filing date, and issuance/registration/grant date; and (v) a brief description of the prosecution status thereof. The Acquired Companies have delivered or made available to Purchaser complete and accurate copies of all applications, correspondence with any Governmental Body and other material documents related to each such item of Registered IP filed or received by any of the Acquired Companies or their counsel.

(c) Inbound Licenses. Part 2.10(c) of the Disclosure Schedule accurately identifies: (i) each Contract pursuant to which any Intellectual Property Right or Technology is or has been licensed, sold, assigned or otherwise conveyed or provided to any Acquired Company (other than: (A) agreements between the Acquired Company and its employees in the Acquired Company's standard form that has been provided to Purchaser as required under Section 2.10(g)(iii); and (B) agreements for Shrink-Wrap Code; and (ii) whether the licenses or rights granted to the Acquired Company in each such Contract are exclusive or non-exclusive (such Contracts, "Acquired Company In-Licenses"). Except as set forth in Part 2.10(c) of the Disclosure Schedule, all such Contracts shall survive the Merger and any Follow-on Transaction for the benefit of the Surviving Corporation or any of its successors.

(d) Outbound Licenses. Part 2.10(d) of the Disclosure Schedule accurately identifies each Contract pursuant to which any Person has been granted any license under, or otherwise has received or acquired any right (whether or not currently exercisable and including a right to receive a license) or interest in, any Acquired Company IP or pursuant to which any Person has been granted access to any Acquired Company Product or Acquired Company Software (as part of service bureau, time-sharing, application service or similar arrangement or otherwise) (such Contracts, "Acquired Company Out-Licenses") other than Contracts for Acquired Company products or services entered into in the normal course of business on the Acquired Companies' terms of service posted on the Acquired Companies' website. The Company has the exclusive right to bring infringement actions with respect to the Acquired Company IP. No Acquired Company is bound by, and no Acquired Company IP is subject to, any Contract containing any covenant or other provision that in any way limits or restricts the ability of any Acquired Company to use, exploit, license, transfer, assert or enforce any Acquired Company IP anywhere in the world (other than any such limitations or restrictions that are standard nonexclusive licenses to the Acquired Company Products entered into on the Acquired Companies' terms of service that are or have previously been posted on the Acquired Companies' website).

(e) Acquired Company IP. The Acquired Company has, and the Surviving Corporation will have, the exclusive right to bring infringement actions with respect to the Acquired Company IP.

(f) Royalty Obligations. Part 2.10(f) of the Disclosure Schedule contains a complete and accurate list and summary of all royalties, fees, commissions and other amounts payable by any Acquired Company to any other Person (other than sales commissions paid to employees according to the Acquired Company's standard commissions plan) for the use or exploitation of any Technology or Intellectual Property Rights incorporated into or used in the development, testing, distribution, provision, maintenance or support of, any Acquired Company Product.

(g) Standard Form IP Agreements. The Acquired Companies have delivered to Purchaser a complete and accurate copy of each standard form of Acquired Company IP Contract used by any of the Acquired Companies: (i) end user license agreement; (ii) development agreement;

(iii) employee agreement containing any assignment or license of Technology or Intellectual Property Rights or any confidentiality provision; (iv) maintenance agreement; (v) consulting or independent contractor agreement containing any assignment or license of Technology or Intellectual Property Rights or any confidentiality provision; or (vi) confidentiality or nondisclosure agreement. Part 2.10(g) of the Disclosure Schedule accurately identifies each Acquired Company IP Contract that deviates in any material respect from the corresponding standard form agreement delivered to Purchaser, including any agreement with an employee, consultant or independent contractor in which the employee, consultant or independent contractor expressly reserved or retained any Intellectual Property Rights related to any Acquired Company's business, research or development. Except as set forth in Part 2.10(g) of the Disclosure Schedule, every Acquired Company Product that has ever been distributed or made available by or on behalf of any Acquired Company has been so distributed or made available under a legally enforceable license agreement in the form of Company's standard form of end user license agreement that has been provided to Purchaser.

(h) Ownership Free and Clear. The Acquired Companies exclusively own all right, title and interest to and in the Acquired Company IP (other than Intellectual Property Rights exclusively licensed to any of the Acquired Companies, as identified in Part 2.10(c) of the Disclosure Schedule) free and clear of any Encumbrances (other than Permitted Liens and nonexclusive licenses granted pursuant to the Contracts listed in Part 2.10(d) of the Disclosure Schedule). Without limiting the generality of the foregoing:

(i) all documents and instruments necessary to establish, perfect and maintain the rights of any Acquired Company in the Acquired Company IP have been validly executed, delivered and filed in a timely manner with the appropriate Governmental Body.

(ii) each Person (including each Acquired Company Employee) who was or is involved in the creation or development of any Acquired Company IP, including without limitation any localization, customization, translation or other modifications to any Acquired Company Product or any Acquired Company IP, has signed a written, valid and enforceable Contract containing: (1) an irrevocable, complete and unrestricted assignment of Intellectual Property Rights pertaining to such Acquired Company IP to an Acquired Company, (2) irrevocable and perpetual waivers of Moral Rights to the extent permitted under applicable law, and (3) confidentiality provisions protecting the Acquired Company's confidential information, including the Acquired Company IP;

(iii) no funding, facilities or personnel of any Governmental Body or college, university or other education institution were used, directly or indirectly, to develop or create, in whole or in part, any Acquired Company Product or any Acquired Company IP, except as set forth on Part 2.10(h)(iii) of the Disclosure Schedule;

(iv) each Acquired Company has taken all reasonable steps to maintain the confidentiality of and otherwise protect and enforce its rights in all proprietary information pertaining to the Acquired Companies; and

(v) the Acquired Companies own or otherwise have, and after the Closing Date and after any Follow-on Transaction, the Surviving Corporation and its Subsidiaries will continue to have, all Intellectual Property Rights needed to conduct the business of the Acquired Companies as currently conducted by the Acquired Companies.

(i) Valid, Subsisting and Enforceable. All Acquired Company IP is subsisting and enforceable. Without limiting the generality of the foregoing:

(i) No trademark or trade name owned, used or applied for by an Acquired Company conflicts or interferes with any trademark or trade name owned, used or applied for by any other Person, and each Acquired Company has taken reasonable steps to police the use of its trademarks by third parties;

(ii) Part 2.10(i)(ii) of the Disclosure Schedule accurately identifies and describes each action, filing, and payment that must be taken or made on or before the date that is 120 days after the date of this Agreement in order to maintain such item of Acquired Company IP in full force and effect;

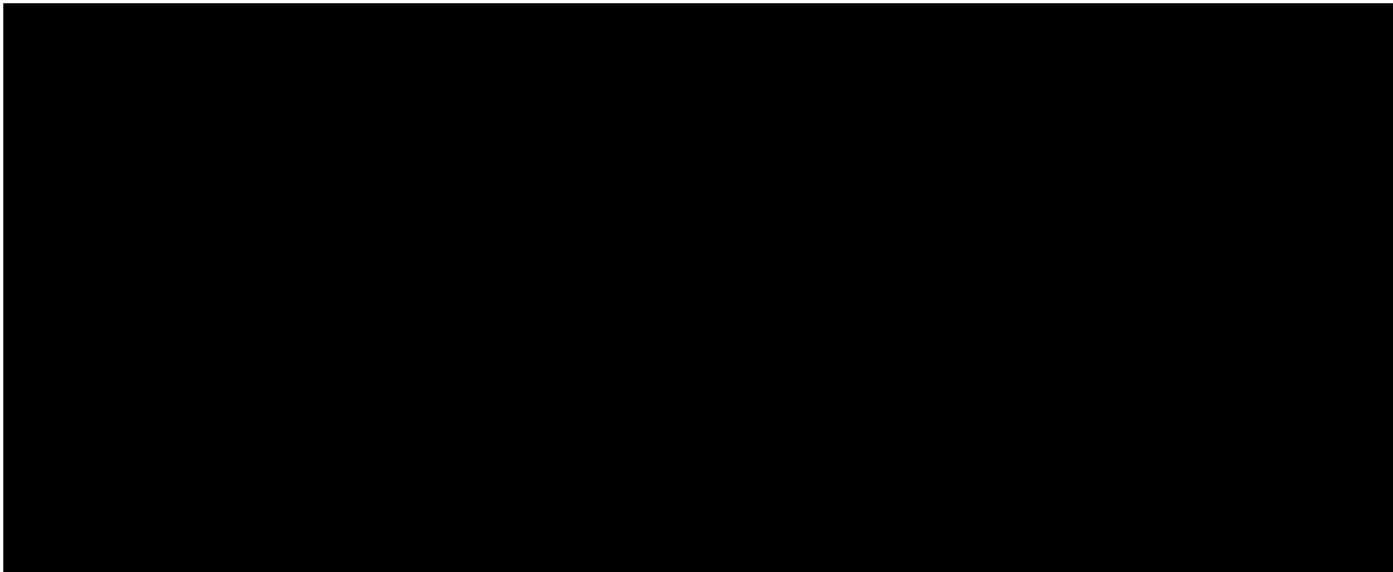
(iii) Each item of Acquired Company IP that is Registered IP: (1) has all necessary registration, maintenance and renewal fees have been paid, and all necessary documents and certificates have been filed with the relevant patent, copyright, trademark, domain registrars or other Governmental Bodies for purposes of maintaining such Registered IP; (2) is currently in compliance with formal legal requirements (including payment of filing, examination and maintenance fees and proofs of use); and (3) is not subject to any unpaid maintenance fees or taxes;

(iv) No interference, opposition, reissue, reexamination or other Legal Proceeding is or has been pending or threatened, in which the scope, validity or enforceability of any Acquired Company IP is being, has been or could reasonably be expected to be contested or challenged. There is no basis for a claim that any Acquired Company IP is invalid or unenforceable;

(v) The Acquired Companies have no Knowledge of any information, materials, facts or circumstances that would reasonably form the basis for a claim that any Acquired Company IP is invalid or unenforceable;

(vi) The Acquired Companies have no Knowledge of any information, materials, facts or circumstances that would render any Acquired Company IP that is Registered IP invalid or unenforceable, or would materially and adversely affect any pending application for any such Registered IP; and

(vii) The Acquired Companies are not subject to any order, writ, injunction, judgment or decree of any Governmental Body that restricts or impairs the use, transfer or licensing of any Acquired Company IP or other Intellectual Property Rights.



CREATIVE MARKET LABS, INC.

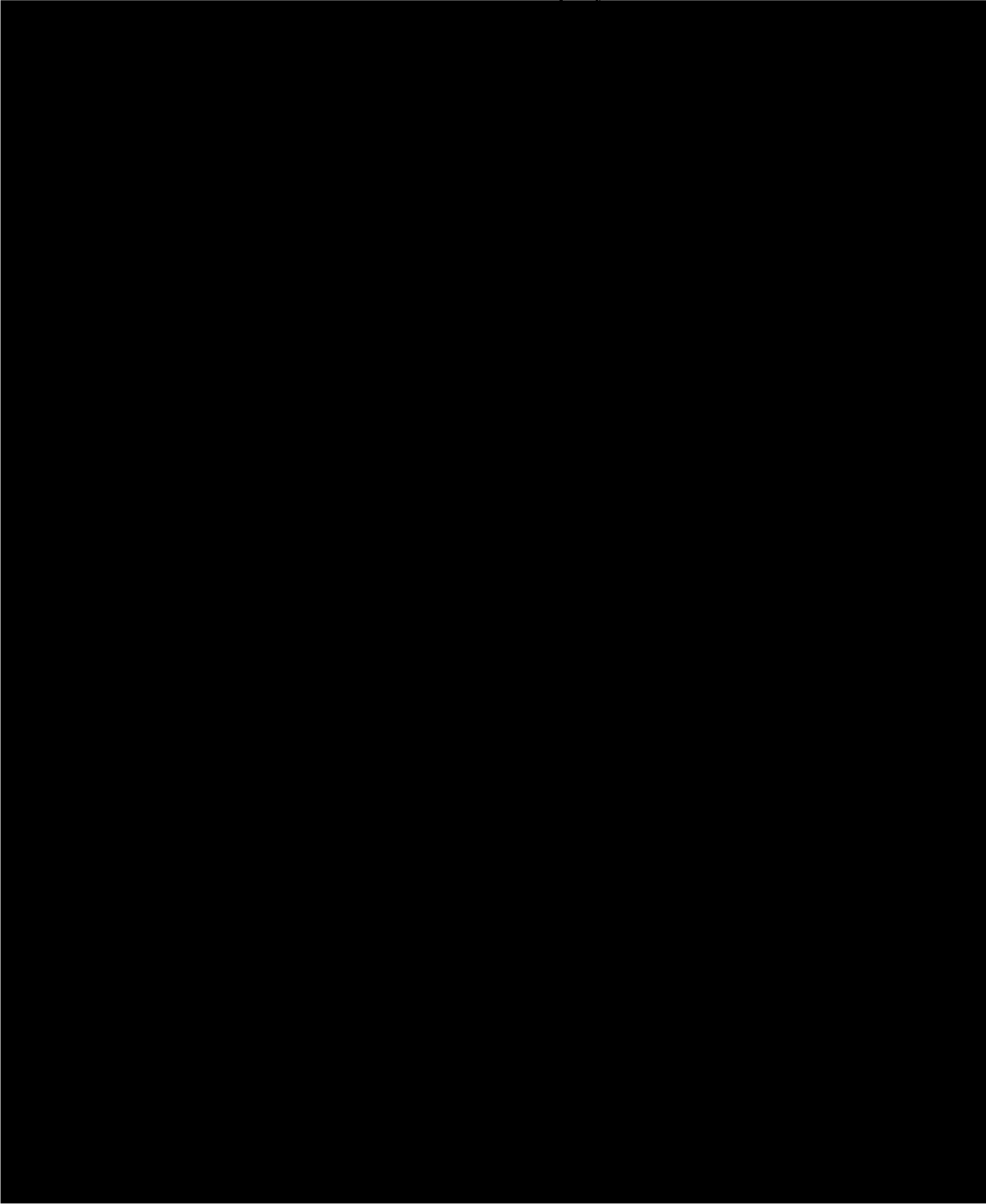
**Disclosure Schedule to the
Agreement and Plan of Merger**

Dated January 24, 2014

Set forth below in this disclosure schedule (this "Disclosure Schedule") are exceptions to the representations and warranties of Creative Market Labs, Inc., a Delaware corporation formerly known as Chromaom Holdings, Inc. (the "Company"), made in that certain Agreement and Plan of Merger (the "Agreement") dated as of January 24, 2014 by and among the Company; AutoDesk, Inc., a Delaware corporation ("Purchaser"); Raw UMBER Corporation, a Delaware corporation and wholly-owned subsidiary of Purchaser; and Darius Monsef as Equityholders' Agent. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Agreement. The fact that any item of information is disclosed herein shall not be construed to mean that such information is required to be disclosed by the Agreement.

Each exception in this Disclosure Schedule shall be arranged in separate parts corresponding to the numbered and lettered sections contained in the Agreement permitting such disclosure, and the information disclosed in any numbered or lettered part shall be deemed to relate to and to qualify (a) the particular representation or warranty set forth in the corresponding numbered or lettered section in the Agreement permitting such disclosure and (b) any other representation or warranty that is contained in the Agreement to the extent the relevance of that reference as an exception to (or a disclosure for purposes of) such representation or warranty is reasonably apparent on the face of such reference.

2.10 - Intellectual Property.



2.10(b)

1. The tables below set forth certain details about the Company's Registered IP. For each item of IP that is a domain name, the table sets forth the applicable (i) domain name, (ii) registrar and (iii) expiration date.

Registered IP	Registrant	Owner	Filing Jurisdiction	Registration No.	Serial No.	Filing Date	Registration Date	Status
Word Mark: CREATIVE MARKET	Creative Market Labs, Inc.	Creative Market Labs, Inc.	U.S.	4,438,750	85/772,843	11/6/2012	11/26/2013	Active
Word Mark: CREATIVE MARKET	Creative Market Labs, Inc.	Creative Market Labs, Inc.	U.S.	4,427,934	85/772,850	11/6/2012	11/05/2013	Active

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: _____

Name: _____

Title: _____

CREATIVE MARKET LABS, INC.

a Delaware corporation


By:  _____

Name: Darius Monsef

Title: Chief Executive Officer

DARIUS MONSEF

AS THE EQUITYHOLDERS' AGENT

By:  _____

Name: Darius Monsef

Title: N/A

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: _____

Name: Carl Bass

Title: President & Chief Executive Officer

RAW UMBER CORPORATION

a Delaware corporation

By:  _____

Name: Richard M. Foehr

Title: CEO, President and Secretary

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 & Chief Executive Officer

RAW UMBER CORPORATION

a Delaware corporation

By: _____

Name: Richard M. Foehr

Title: CEO, President and Secretary

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: _____

Name: _____

Title: _____

CREATIVE MARKET LABS, INC.

a Delaware corporation


By:  _____

Name: Darius Monsef

Title: Chief Executive Officer

DARIUS MONSEF

AS THE EQUITYHOLDERS' AGENT

By:  _____

Name: Darius Monsef

Title: N/A

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: _____

Name: Carl Bass

Title: President & Chief Executive Officer

RAW UMBER CORPORATION

a Delaware corporation

By:  _____

Name: Richard M. Foehr

Title: CEO, President and Secretary

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AUTODESK, INC.

a Delaware corporation

By: 

Name: Carl Bass

Title: President & Chief Executive Officer

RAW UMBER CORPORATION

a Delaware corporation

By: _____

Name: Richard M. Foehr

Title: CEO, President and Secretary

[Signature Page – Autodesk/Creative Market Labs Merger Agreement]