

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387367

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	09/22/2014		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aviary, Inc.		09/22/2014	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Adobe Systems Incorporated		
Street Address:	345 Park Avenue		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95110		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3855532	AVIARY	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2066757000		
Email:	tm@adobe.com		
Correspondent Name:	J. Scott Evans		
Address Line 1:	801 North 34th Street		
Address Line 4:	Seattle, WASHINGTON 98103		
NAME OF SUBMITTER:	J. Scott Evans		
SIGNATURE:	/J. Scott Evans/		
DATE SIGNED:	06/09/2016		
Total Attachments: 3			
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**TRADEMARK ASSIGNMENT AGREEMENT BETWEEN
AVIARY, INC. AND ADOBE SYSTEMS INCORPORATED**

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is, nunc pro tunc, effective the 22nd day of September, 2014 (the "Effective Date") by and between AVIARY, INC., a Delaware company, with its principal place of business at Suite 203, 1135 Railroad Avenue, Hewlett, New York 11557, United States of America ("Assignor"), and ADOBE SYSTEMS INCORPORATED, a Delaware corporation, with its principal place of business at 345 Park Avenue, San Jose, California 95110, United States of America ("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.

AVIARY, INC.
BY ADOBE SYSTEMS INCORPORATED
SUCCESSOR BY MERGER
(“ASSIGNOR”)

ADOBE SYSTEMS INCORPORATED
(“ASSIGNEE”)

By: Justin Judd Digitally signed by Justin Judd
Date: 2016.06.09 17:11:59
-06'00'

By: J. Scott Evans Digitally signed by J. Scott Evans
Date: 2016.06.09 16:15:25
-07'00'

Justin Judd
Assistant Secretary, Vice President and
Associate General Counsel

John Scott Evans
Assistant Secretary and Associate
General Counsel

SCHEDULE A
TRADEMARKS LIST

Trademark	Country	Class(es)	Registration Number	Status
Aviary (stylized) <i>Aviary</i>	United States	9 35 42	3855532	REGISTERED