

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448282

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Stock Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Indeeo, Inc.		03/19/2015	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: 1			
Property Type	Number	Word Mark	
Registration Number:	3957444	IDRAW	
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:	Brian O' Donnell		
Address Line 1:	1400 Wewatta Street, Suite 600		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	1064965		
NAME OF SUBMITTER:	Brian O'Donnell		
SIGNATURE:	/Brian O'Donnell/		
DATE SIGNED:	10/23/2017		
Total Attachments: 8			
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STOCK PURCHASE AGREEMENT

among:

AUTODESK, INC.,
a Delaware corporation;

INDEEO, INC.,
a Delaware corporation;

AND

ADRIAN DIACONU

Dated as of March 19, 2015

LIST OF EXHIBITS AND SCHEDULES

EXHIBITS

- Exhibit A Certain Definitions
- Exhibit B Form of Escrow Agreement
- Exhibit C Form of Non-Competition and Non-Solicitation Agreement

SCHEDULES

- Schedule 5.6 Agreements to be Terminated or Amended
- Schedule 5.9 Commercial Agreements
- Schedule 5.10 Open Source
- Schedule 7.3(b) Required Consents
- Schedule 7.5(i) Persons to Execute IP Assignments
- Disclosure Schedule

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement") is made and entered into as of March 19, 2015, by and among: Autodesk, Inc., a Delaware corporation ("Purchaser"); Indeco, Inc., a Delaware corporation (the "Company"); and Adrian Diaconu (the "Equityholder"). Capitalized terms used in this Agreement are defined or referenced in Exhibit A.

RECITALS

A. The Equityholder owns 1,500 shares of Company Common Stock (the "Shares"), which constitute all of the Company Capital Stock.

B. The Equityholder wishes to sell to Purchaser the Shares on the terms set forth in this Agreement.

C. [REDACTED]

AGREEMENT

The parties to this Agreement agree as follows:

1. SALE AND PURCHASE OF SHARES; RELATED TRANSACTIONS

1.1 Sale and Purchase of Shares. At the Closing, the Equityholder shall sell, assign, transfer and deliver the Shares to Purchaser, and Purchaser shall purchase the Shares from the Equityholder, on the terms and subject to the conditions set forth in this Agreement.

1.2 Purchase Price

(a) [REDACTED]

(b) Allocation of Initial Payment Amount. The aggregate amount to be paid by Purchaser to the Equityholder for the Shares at the Closing shall equal the Purchase Price less the Escrow Amount (the "Initial Payment Amount").

(c) Section 1.2 Defined Terms. For purposes of this Agreement:

(i) "Transaction Expenses" means all fees, costs, expenses, payments, expenditures or Liabilities of the Company (including those described in Section 11.2 of this Agreement), whether incurred prior to the date of this Agreement, during the Pre-Closing Period or at the Closing, and whether or not invoiced prior to the Closing, that were incurred in connection with this Agreement or any of the Transactions, including any fees, costs or expenses payable by the

2.10 Intellectual Property

(a) Products. Part 2.10(a) of the Disclosure Schedule accurately identifies each 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 the Company, in each case that has been made commercially available or is planned by the Company to be made commercially available within 60 days of the date hereof.

(b) Registered IP. Part 2.10(b) of the Disclosure Schedule accurately identifies: each item of Registered IP in which the Company 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 Company has delivered to Purchaser complete and accurate copies of all applications, material correspondence with any Governmental Body and other material documents related to each such item of Registered IP filed or received by the Company or their counsel.

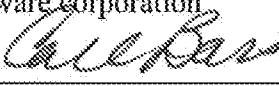
(c) Inbound Licenses. Part 2.10(c) of the Disclosure Schedule accurately identifies: (i) each Contract pursuant to which any Intellectual Property Right is or has been licensed, sold, assigned or otherwise conveyed or provided to the Company (other than: (A) agreements between the Company and its employees substantially in the 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 Company in each such Contract are exclusive or non-exclusive (such Contracts, "Company In-Licenses"). Except as set forth in Part 2.10(c) of the Disclosure Schedule, all such Contracts shall survive the Closing and any Follow-on Transaction for the benefit of the Company 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 Company IP or pursuant to which any Person has been granted access to any Company Product or Company Software (as part of service bureau, time-sharing, application service or similar arrangement or otherwise) (such Contracts, "Company Out-Licenses").

(e) Company IP. The Company has, and after the Closing, will have the exclusive right to bring infringement actions with respect to the Company IP. The Company is not bound by, and no Company IP is subject to, any Contract containing any covenant or other provision that in any way limits or restricts the ability of any Company to use, exploit, license, transfer, assert or enforce any Company IP anywhere in the world.

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

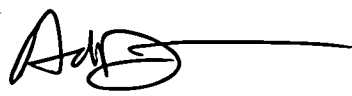
Title: President and Chief Executive Officer

[Signature Page to Stock Purchase Agreement]


Confidential

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

INDEEO, INC.
a Delaware corporation

By: 
Name: Adrian Diaconu
Title: CEO

EQUITYHOLDER
Adrian Diaconu

By: 
Name: Adrian Diaconu
Title: _____

[signature page to Stock Purchase Agreement]

TRADEMARK
REEL: 006188 FRAME: 0363

INDEEO, INC.

DISCLOSURE SCHEDULE

March 19, 2015

This Disclosure Schedule is made and given pursuant to Section 2 of the Stock Purchase Agreement (the "Agreement") dated March 19, 2015 among Autodesk, Inc., a Delaware corporation (the "Purchaser"), Indeeo, Inc., a Delaware corporation (the "Company"), and Adrian Diaconu (the "Equityholder"). All capitalized terms used but not defined herein shall have the meanings as defined in the Agreement, unless otherwise provided. The section numbers below correspond to the section numbers of the representations and warranties in the Agreement; provided, however, that any information disclosed herein under any section number shall be deemed to be disclosed and incorporated into any other section number under the Agreement where such disclosure would be appropriate and reasonably apparent from the actual text of the disclosure herein.

Nothing in this Disclosure Schedule is intended to broaden the scope of any representation or warranty contained in the Agreement or to create any covenant. Unless otherwise required by a particular representation or warranty being disclosed against, inclusion of any item in this Disclosure Schedule (1) does not represent a determination that such item is material or establish a standard of materiality, (2) does not represent a determination that such item did not arise in the ordinary course of business, (3) does not represent a determination that the transactions contemplated by the Agreement require the consent of third parties, and (4) shall not constitute, or be deemed to be, an admission to any third party concerning such item. This Disclosure Schedule includes brief descriptions or summaries of certain agreements and instruments, copies of which are available upon reasonable request. Such descriptions do not purport to be comprehensive, and are qualified in their entirety by reference to the text of the documents described.

Section 2.1 – Due Organization; No Subsidiaries; Etc.

Section 2.1(b)

1. The Company is qualified to do business in the following state: Washington.

Section 2.1(c)

1. Director: Adrian Diaconu
2. Officers: Adrian Diaconu as President, Vice President, Secretary and Treasurer.

Section 2.3 – Capitalization

[REDACTED]

[REDACTED]

[REDACTED]

Section 2.10 – Intellectual Property

Section 2.10(a)

	Product Name	Platform	Version	Store	Trial	Price	Website/Download Link
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█	████	██	██	█████	██	██	████████████████████
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Section 2.10(b)

1. The Company has the following registered trademark:

Trademark	Jurisdiction	Filing Date	Registration Date
IDRAW	United States	September 7, 2010	May 10, 2011

2. The Company has the following domain names:

█ ██████████

Section 2.10(j)

1. In connection with each of the items listed below, the Company initiated electronic correspondence with the following companies and individuals through the Apple App Store dispute resolution process, due to alleged infringement of the Company’s trademark by certain applications, each of which included “iDraw” its name:

Date	Recipient	Current Status
March 18, 2010	Sheb Inc.	Resolved