

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM509931

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	10/31/2018

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Marketo, Inc.		10/31/2018	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Adobe Inc.
<b>Street Address:</b>	345 Park Avenue
<b>City:</b>	San Jose
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95110
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
<b>Serial Number:</b>	87444254	ABM ALLIANCE FOR SUCCESS
<b>Registration Number:</b>	4249978	
<b>Registration Number:</b>	4528259	
<b>Registration Number:</b>	5623131	CERTIFIED INTEGRATION
<b>Registration Number:</b>	5291597	CMO NATION
<b>Registration Number:</b>	4391197	LAUNCHPOINT
<b>Registration Number:</b>	4553082	LAUNCHPOINT
<b>Registration Number:</b>	5091550	MARKETING FIRST
<b>Registration Number:</b>	4391738	MARKETING NATION
<b>Registration Number:</b>	3369973	MARKETO
<b>Registration Number:</b>	4331015	MARKETO
<b>Registration Number:</b>	5186417	MUNCHKIN
<b>Registration Number:</b>	4238895	SPARK BY MARKETO
<b>Registration Number:</b>	4184391	SPARK BY MARKETO
<b>Serial Number:</b>	88071999	
<b>Serial Number:</b>	88071915	
<b>Serial Number:</b>	88071941	
<b>Registration Number:</b>	4373336	BIZIBLE

CH \$590.00 87444254

Property Type	Number	Word Mark
Registration Number:	4676849	PIPELINE MARKETER
Serial Number:	87669957	EVERYTOUCH
Registration Number:	5507815	FAST CMO
Serial Number:	87881418	MAGIC MATCH
Serial Number:	87881413	MAGIC MAP

**CORRESPONDENCE DATA**

Fax Number: 2066756818

*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.*

Phone: 2066757000

Email: tm@adobe.com

Correspondent Name: J. Scott Evans

Address Line 1: 801 N 34th St

Address Line 2: SW3-C471

Address Line 4: Seattle, WASHINGTON 98103

<b>NAME OF SUBMITTER:</b>	J. Scott Evans
<b>SIGNATURE:</b>	/J. Scott Evans/
<b>DATE SIGNED:</b>	02/13/2019

**Total Attachments: 4**

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**TRADEMARK ASSIGNMENT AGREEMENT BETWEEN  
MARKETO, INC. AND ADOBE INC.**

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (the "Agreement") is, nunc pro tunc, effective the 31st day of October, 2018 (the "Effective Date") by and between **MARKETO, INC.**, a Delaware company, with its principal place of business at 901 Mariners Island Blvd., Suite 500, San Mateo, California 94404-1573, United States of America ("Assignor"), and **ADOBE INC.**, 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.

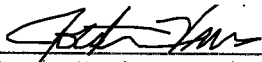
**AGREEMENT**

- 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

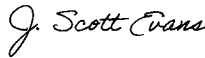
known and reasonably accessible to Assignor and will testify as to the same in any opposition, litigation or any proceeding related thereto. At Assignor's expense, Assignor will promptly execute and deliver to Assignee or its legal representatives any and all documents, instruments or affidavits required 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.







MARKETO, INC.  
("ASSIGNOR")



By:   
Jonathan Vaas (Dec 20, 2018)  
Jonathan Vaas  
Secretary

ADOBE INC.  
("ASSIGNEE")

By:   
John Scott Evans  
Assistant Secretary and Associate  
General Counsel

MARKETO TRADEMARKS—UNITED STATES

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
ABM ALLIANCE FOR SUCCESS	USA	87/444254	5/10/2017			Pending
	USA	85/598072	13-Apr-2012	4249978	27-Nov-2012	Registered
	USA	85/939463	22-May-2013	4528259	13-May-2014	Registered
 <b>Certified</b> INTEGRATION	USA	86/971407	11-Apr-2016	5623131	04-Dec-2018	Registered
CMO NATION	USA	86/754136	11-Sep-2015	5291597	19-Sep-2017	Registered
LAUNCHPOINT	USA	85/789546	28-Nov-2012	4391197	27-Aug-2013	Registered
 <i>LaunchPoint</i>	USA	85/939100	22-May-2013	4553082	17-Jun-2014	Registered
MARKETING FIRST	USA	86/214173	07-Mar-2014	5091550	29-Nov-2016	Registered
MARKETING NATION	USA	85/821142	11-Jan-2013	4391738	27-Aug-2013	Registered
MARKETO	USA	77/045422	16-Nov-2006	3369973	15-Jan-2008	Registered
MARKETO	USA	85/688905	27-Jul-2012	4331015	07-May-2013	Registered
MUNCHKIN	USA	87173827	16-Sep-2016	5186417	18-Apr-2017	Registered
SPARK BY MARKETO	USA	85/408336	26-Aug-2011	4238895	06-Nov-2012	Registered
	USA	85/445310	12-Oct-2011	4184391	31-Jul-2012	Registered
	USA	88/071,999	09-Aug-2018			Pending

	USA	88/071,915	09-Aug-2018			Pending
	USA	88/071,941	09-Aug-2018			Pending

MARKETO/BIZIBLE TRADEMARKS - UNITED STATES

Trademark	Country	App No	Filing Date	Reg No	Reg Date	Status
Bizable	USA	85581779	28-Mar-2012	4373336	26-Jul-2018	Registered
Pipeline Marketer	USA	86294766	29-May-2014	4676849	20-Jan-2015	Registered
Everytouch	USA	87669957	02-Nov-2017			Pending
Fast CMO	USA	87696090	23-Nov-2017	5507815	03-Jul-2018	Registered
Magic Match	USA	87881418	18-Apr-2018			Pending
Magic Map	USA	87881413	18-Apr-2018			Pending