

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607727

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AUTODESK, INC.		10/05/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	123RF PTE. LTD.		
Street Address:	30 Cecil Street		
City:	#19-08 Prudential Tower		
State/Country:	SINGAPORE		
Postal Code:	049712		
Entity Type:	Company: SINGAPORE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86020452	PIXLR	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	SVtmdocket@reedsmith.com		
Correspondent Name:	Katherine M. Basile and Jason E. Garcia		
Address Line 1:	Reed Smith LLP		
Address Line 2:	P.O. Box 448		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15230		
NAME OF SUBMITTER:	Katherine M. Basile		
SIGNATURE:	/Katherine M. Basile/		
DATE SIGNED:	11/09/2020		
Total Attachments: 7			
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OP \$40.00 86020452

(b)

DEED OF ASSIGNMENT

This Deed of Assignment ("Deed") is made and entered into

BETWEEN

AUTODESK, INC., a Delaware corporation having a business address at 111 McInnis Parkway, San Rafael, California 94903, United States of America (hereinafter referred to as "the Assignor") on the one part;

AND

123RF PTE. LTD., a company incorporated in Singapore having a registered address at 30 Cecil Street, #19-08 Prudential Tower, Singapore 049712 (hereinafter referred to as "the Assignee") on the other part

(hereinafter each shall be referred to as a "Party" or collectively as the "Parties", as the case may be).

WHEREAS:

- (1) The Assignor is the owner of the trademarks as set out in Schedule A hereto (hereinafter referred to as "the Trademarks").
- (2) The Assignor has agreed to assign absolutely the Trademarks together with the goodwill of the business attached to the Trademarks to the Assignee for the consideration and on the terms hereinafter contained.





NOW THIS AGREEMENT WITNESSES as follows:

1. **ASSIGNMENT** In consideration of the Sum of United States Dollars Ten Only (USD10.00) now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) the Parties hereby agree as follows:

1.1. The Assignor as the legal and beneficial owner hereby assigns to the Assignee, ALL the property, right, title and interest in the Trademarks TOGETHER with the goodwill of the business in respect of the Trademarks worldwide AND this assignment shall be deemed to vest the proprietorship of the Trademarks in the Assignee as the proprietor absolutely together with the goodwill of the business attached to the Trademarks worldwide with effect from 1 September 2020.

1.2. The Assignor shall at the direction of the Assignee execute any further document that the Assignee may reasonably require to enable the Assignee to become registered and recorded as the proprietor of the Trademarks worldwide.

1.3. The Assignee declares that it is engaged in activities compatible with the products and services claimed by the Trademarks. Further, the signatories of both Parties declare that they have the powers to represent the Assignor and Assignee respectively in this Deed.

2. **"AS IS, WHERE IS"** The Trademarks are being assigned on an "as is, where is" basis and "with all faults" and without any implied warranty of merchantability or fitness for any intended use or other express or implied representation or warranty of any kind or nature. Without limiting the generality of the foregoing, neither Assignor nor any of its affiliates, nor any of their respective directors, officers, employees, stockholders, partners, members or other representatives has made, or is making, any representation or warranty whatsoever to the Assignee or its affiliates about the Trademarks. Without limiting the foregoing, the Assignee acknowledges that it, together with its advisors, has made its own investigation of the Trademarks and is not relying on any implied warranties or upon any representation or warranty whatsoever.



3. **INDEMNITY** The Assignee indemnifies the Assignor (and its affiliates and their respective directors, officers, employees, stockholders, partners, members and other representatives) from and against, and must pay to them the amount of, all loss and liabilities which any of them suffer or incur, or any claims which are made against them by any person, in connection with the assignment of the Trademarks and the goodwill of the business in respect of the Trademarks worldwide, including but not limited to any taxation or other governmental liabilities.

4. **DUTY** Without limiting clause 3, the Assignee must pay all transfer duty and other governmental imposts in connection with the assignment of the Trademarks and the goodwill of the business in respect of the Trademarks worldwide.

5. **MISCELLANEOUS** This Deed (i) may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and the Parties agree that signatures transmitted electronically, whether sent via facsimile or as attached files (e.g., PDF), shall be acceptable to bind the Parties and shall not in any way affect this Deed's validity; (ii) shall be construed within its fair meaning and in interpreting this Deed no inference shall be drawn against the drafting party; (iii) shall be worldwide in geographical scope; and (iv) shall be exclusively interpreted, construed and enforced in all respects in accordance with the laws of the State of California (U.S.A.) without reference to its choice of law rules, and the Parties agree that venue for any and all disputes hereunder, or action on any obligation hereunder, [will be exclusively brought in an appropriate state court in Marin County, California or federal court in the Northern District of California], and the Parties irrevocably consent to such jurisdiction for any dispute hereunder or action on any obligation hereunder. Any notice required to be given pursuant to this Deed shall be in writing and delivered either personally or by recognized overnight express service with proof of receipt and shall be effective when delivery is confirmed to each respective Party at its address set forth at the beginning of this Deed.

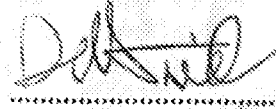
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IN WITNESS WHEREOF the parties hereto have hereunto set their hands.

Signed for and on behalf of the Assignor,
AUTODESK, INC.

Before me,

SEE ATTACHED
CALIFORNIA
ALL-PURPOSE ACKNOWLEDGEMENT



Name: *David Hovary*
Designation: *Sp Director Cooper Dev*
Date:

.....
Notary Public

Signed for and on behalf of the Assignee,
123RF PTE. LTD.

Before me,

.....
Name:
Designation:
Date:

.....
Notary Public

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA)

County of MARIN)

On OCTOBER 5th 2020 before me, ERICA Y JOUBERT, NOTARY PUBLIC
(Here insert name and title of the officer)

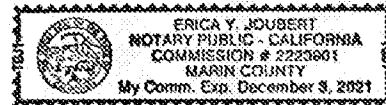
personally appeared DAVID ANDLEY _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Erica Y Joubert

Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Deed of Assignment
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages: _____ Document Date: _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgements from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
- * State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
 - * Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - * The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - * Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - * Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
 - * The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
 - * Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
 - * Securely attach this document to the signed document with a staple.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands.

Signed for and on behalf of the Assignor,
AUTODESK, INC.

Before me,

Name:
Designation:
Date:

Notary Public

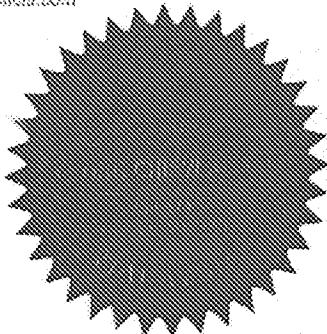
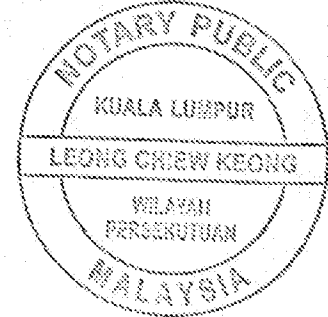
Signed for and on behalf of the Assignee,
123RF PTE. LTD.

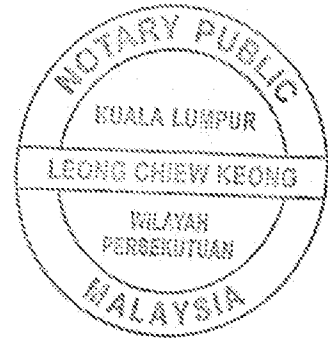
Before me,

Name: **Ahor See Voon**
Designation: **Director**
Date:

Notary Public

LEONG CHIEW KEONG
NOTARY PUBLIC
KUALA LUMPUR, MALAYSIA
Address: Messrs C.K. Leong & Nimbaya
Suite 6-9-6, Menara Mutiara Bangsar
Jalan Liku, Off Jalan Riong,
Bangsar, 59100 Kuala Lumpur
Tel: (603) 2282 2776, (603) 2283 3778
(603) 2264 3776 Fax: (603) 2264 4772
Email: chleongnurbaya@yahoo.com
Website: www.notarypublicid.com





The Trademarks

SCHEDULE A

TYPE	COUNTRY	SPRINT NO.	ISSUE DATE	PROTECT. OFF. NO.	PURITY DATE	REG. NO.
PIXLR	Australia	1612335 (IR1195503)	7/30/13		8/6/15	1195503
PIXLR	Brazil	840591586	7/29/13		3/5/14	840591586
PIXLR	Brazil	840591608	7/29/13			840591608
PIXLR	Canada	1637337	7/30/13		9/30/15	TMA927165
PIXLR	China	(IR1195503)	7/30/13			1195503
PIXLR	European Union	(IR1195503)	7/30/13			1195503
PIXLR	Hong Kong	302685899	7/26/13		1/17/14	302685899
PIXLR	India	(IR1195503)	7/30/13			
PIXLR	International Bureau (WIPO)	1195503	7/30/13			1195503
PIXLR	Israel	263813 (IR1195503)	7/30/13		8/31/15	1195503
PIXLR	Japan	(IR1195503)	7/30/13			1195503
PIXLR	Mexico	(IR1195503)	7/30/13			
PIXLR	New Zealand	(IR1195503)	7/30/13			1195503
PIXLR	Norway	(IR1195503)	7/30/13			1195503
PIXLR	Republic of Korea	(IR1195503)	7/30/13			1195503
PIXLR	Russian Federation	(IR1195503)	7/30/13			1195503
PIXLR	Singapore	(IR1195503)	7/30/13			1195503
PIXLR	Switzerland	(IR1195503)	7/30/13			1195503
PIXLR	Taiwan R.O.C.	102041183	7/29/13			01669514
PIXLR	United States of America	85383915	7/28/11		10/11/11	4113157
PIXLR	United States of America	86020452	7/25/13		12/17/13	4653829
PIXLR -O-MATI C	United States of America	85383907	7/28/11		10/11/11	4113156