

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM809761

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Autodesk, Inc.		04/28/2023	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sketchbook, Inc.		
<b>Street Address:</b>	1005 Northgate Drive #238		
<b>City:</b>	San Rafael		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94903		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2968708	SKETCHBOOK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2166968731		
<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>			
<b>Phone:</b>	2166968730		
<b>Email:</b>	EPAS@THEPATENTATTORNEYS.COM		
<b>Correspondent Name:</b>	AMIN, TUROCY & WATSON, LLP		
<b>Address Line 1:</b>	200 Park Avenue		
<b>Address Line 4:</b>	Beachwood, OHIO 44122		
<b>ATTORNEY DOCKET NUMBER:</b>	SKCHG101		
<b>NAME OF SUBMITTER:</b>	Andrew T. Oliver		
<b>SIGNATURE:</b>	/Andrew T. Oliver/		
<b>DATE SIGNED:</b>	05/11/2023		
<b>Total Attachments: 10</b>			
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**EXHIBIT E**  
**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (this “**Trademark Assignment**”) is entered into as of April 28<sup>th</sup>, 2023 (the “**Effective Date**”), between Sketchbook, Inc., a Delaware corporation (“**Assignee**”), and Autodesk, Inc., a Delaware corporation (“**Autodesk**”).

**BACKGROUND**

Assignee and Autodesk are parties to a certain Product Transition and License Agreement, dated as of April 8<sup>th</sup>, 2021 (the “**Product Transition Agreement**”).

Under the terms of the Product Transition Agreement, Autodesk has agreed to assign, transfer, and convey to Assignee, certain trademarks of Autodesk, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Autodesk hereby irrevocably assigns, transfers, and conveys to Assignee all of Autodesk’s right, title, and interest in and to the following:

(a) the trademarks, trademark registrations and trademark applications set forth on **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Autodesk accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Autodesk hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any other applicable jurisdictions set forth in **Schedule 1**, to record and register this Trademark Assignment upon request by Assignee and at Assignee’s sole cost and expense.

3. **Terms of the Product Transition Agreement.** The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Product Transition Agreement, to which reference is made for a further statement of the rights and obligations of Autodesk and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Product Transition Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Product Transition Agreement and the terms hereof, the terms of the Product Transition Agreement will govern.

4. **Representations and Warranties.** Autodesk represents and warrants that:

- (a) Autodesk owns the entire right, title and interest in and to the Assigned Trademarks;
- (b) all registrations for the Assigned Trademarks are currently valid and subsisting and in full force and effect;
- (c) Autodesk has not licensed the Assigned Trademarks to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Assigned Trademarks to any other person or entity;
- (d) there are no liens or security interests against the Assigned Trademarks;
- (e) Autodesk is not aware of any violation, infringement, or misappropriation of any third party's rights (or any claim thereof) by the Assigned Trademarks;
- (f) Autodesk has all authority necessary to enter into this Trademark Assignment and the execution and delivery of this Trademark Assignment has been duly and validly authorized; and
- (g) execution of this Trademark Assignment and performance of Autodesk's obligations hereunder shall not violate or conflict with any other agreement to which Autodesk is a party or provision of Autodesk's Certificate of Incorporation or By-laws.

5. **No Further Use of Marks.** After the Effective Date, Autodesk agrees to make no further use of the Assigned Trademarks or any other marks likely to cause customer confusion between such other marks and the Assigned Trademarks, except as authorized by prior written consent of the Assignee, and Autodesk agrees not to challenge the Assignee's use or ownership, or the validity, of the Assigned Trademarks.

6. **Cooperation.** Autodesk agrees to cooperate fully and in good faith with Assignee to ensure the full and complete assignment of the Assigned Marks, as contemplated hereunder. Accordingly, Autodesk agrees to execute any instruments reasonably required by Assignee to accomplish the foregoing. Autodesk agrees to bear its own costs related to its cooperation; provided, however, that Assignee shall be solely responsible for paying all filing and associated fees.

7. **Counterparts.** This Trademark Assignment may be executed in one or more counterparts and by different parties in separate counterparts. All of such counterparts will constitute one and the same agreement (or other document) and will become effective (unless otherwise provided

therein) when one or more counterparts have been signed by each party and delivered to the other party.

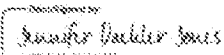
8. **Successors and Assigns.** This Trademark Assignment will be binding upon and inure to the benefit of the parties and their permitted successors, transferees, and assigns.

9. **Governing Law.** This Trademark Assignment will be governed by and construed in accordance with the internal laws of the State of California without regard to the choice of law principles thereof. Each of the parties irrevocably submits to the exclusive jurisdiction of the courts of the State of California located in Marin County and the United States District Court for the Northern District of California for the purpose of any suit, action, or proceeding arising out of or otherwise relating to this Trademark Assignment. Each party irrevocably waives any objection to the laying of venue of any such suit, action, or proceeding brought in such courts and irrevocably waives any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

*[Signature page follows.]*

IN WITNESS WHEREOF, each of the parties has caused this Trademark Assignment to be executed by its duly authorized officers as of the Effective Date.

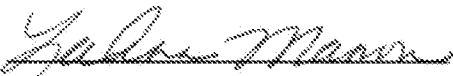
**AUTODESK, INC.**

By: 

Name: Jennifer Daehler Jones

Title: Senior Director, Senior Intellectual Property Counsel

**SKETCHBOOK, INC.**

By: 

Name: LeeAnn Maston

Title: CEO

[Signature Page to Trademark Assignment Agreement]

**IN WITNESS WHEREOF**, each of the parties has caused this Trademark Assignment to be executed by its duly authorized officers as of the Effective Date.

**AUTODESK, INC.**

By: \_\_\_\_\_  
DocuSigned by:  
*Jennifer Daehler Jones*  
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Name: Jennifer Daehler Jones

Title: Senior Director, Senior Intellectual Property Counsel

**SKETCHBOOK, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to Trademark Assignment Agreement]

**SCHEDULE 1  
ASSIGNED TRADEMARKS**

TRADEMARK	COUNTRY NAME	SERIAL NO.	FILING DATE	REGISTRATION NO.	REG DATE	STATUS	SUB STATUS	TM OWNERS	CLASS	DESCRIPTION
SKETCHBOOK	Australia	1444357 (R1086341)	7/15/11	1086341	7/15/11	Registered		Autodesk, Inc.	09	09-Computer software for use in creating, editing, viewing, presenting and annotating digital content.
SKETCHBOOK	Canada	1,541,350	8/26/11	TMA832549	9/21/12	Registered		Autodesk, Inc.	00	00-Computer software for use in creating, editing, viewing, presenting and annotating digital content.
SKETCHBOOK	China	(R1086341)	7/15/11	1086341	7/15/11	Registered		Autodesk, Inc.	09	09-Computer software for use in creating, editing, viewing, presenting and annotating digital content.
SKETCHBOOK	China	9775227	7/28/11	9775227	10/14/12	Registered		Autodesk, Inc.	42	42-Computer programming; computer software design; maintenance of computer software; rental of computer software; updating of computer software; computer software consultancy; conversion of data or documents from physical to electronic media.



TRADEMARK	COUNTRY NAME	SERIAL NO.	FILING DATE	REGISTRATION NO.	REG DATE	STATUS	SUB STATUS	TM OWNERS	CLASS	DESCRIPTION
										creating and maintaining web sites for others; research and development for others; recovery of computer data.
SKETCHBOOK	European Union	(R)1086341)	7/15/11	1086341	7/15/11	Registered		Autodesk, Inc.	09	09-Computer software for use in creating, editing, viewing, presenting and annotating digital content.
SKETCHBOOK	Hong Kong	301981468	7/21/11	301981468	10/4/13	Registered		Autodesk, Inc.	09, 42	09-Computer software for use in creating, editing, viewing, presenting and annotating digital content. * 42- Providing temporary use of non-downloadable computer software for use in creating, editing, viewing, presenting and annotating digital content.
SKETCHBOOK	India	2192955	8/19/11	2192955	7/14/17	Registered		Autodesk, Inc.	09	09-Computer software for use in creating, editing, viewing, presenting and annotating digital content.

TRADEMARK	COUNTRY NAME	SERIAL NO.	FILING DATE	REGISTRATION NO.	REG DATE	STATUS	SUB STATUS	TM OWNERS	CLASS	DESCRIPTION
SKETCHBOOK	International Bureau (WIPO)	1086341	7/15/11	1086341	7/15/11	Registered		Autodesk, Inc.	09	09-Computer software for use in creating, editing, viewing, presenting and annotating digital content.
SKETCHBOOK	Israel	(IR1086341)	7/15/11	1086341	7/15/11	Registered		Autodesk, Inc.	09	09-Computer software for use in creating, editing, viewing, presenting and annotating digital content.
SKETCHBOOK	Japan	(IR1086341)	7/15/11	1086341	7/15/11	Registered		Autodesk, Inc.	09	09-Computer software for use in creating, editing, viewing, presenting and annotating digital content.
SKETCHBOOK	New Zealand	846056	7/20/11	846056	1/20/12	Registered		Autodesk, Inc.	09	09-Computer software for use in creating, editing, viewing, presenting and annotating digital content.
SKETCHBOOK	Norway	(IR1086341)	7/15/11	1086341	7/15/11	Registered		Autodesk, Inc.	09	09-Computer software for use in creating, editing, viewing, presenting and annotating digital content.
SKETCHBOOK	Russian Federation	(IR1086341)	7/15/11	1086341	7/15/11	Registered		Autodesk, Inc.	09	09-Computer software for use in creating, editing, viewing, presenting and annotating digital content.

TRADEMARK	COUNTRY NAME	SERIAL NO.	FILING DATE	REGISTRATION NO.	REG DATE	STATUS	SUB STATUS	TM OWNERS	CLASS	DESCRIPTION
SKETCHBOOK	Singapore	T11118501 (IR1086341)	7/15/11	1086341	7/15/11	Registered		Autodesk, Inc.	09	09-Computer software for use in creating, editing, viewing, presenting and annotating digital content.
SKETCHBOOK	Switzerland	(IR1086341)	7/15/11	1086341	7/15/11	Registered		Autodesk, Inc.	09	09-Computer software for use in creating, editing, viewing, presenting and annotating digital content.
SKETCHBOOK	Taiwan R.O.C.	100039070	8/2/11	1504658	2/1/12	Registered		Autodesk, Inc.	09, 42	09-Computer software for use in creating, editing, viewing, presenting and annotating digital content * 42- Providing temporary use of non-downloadable computer software for use in creating, editing, viewing, presenting and annotating digital content.
SKETCHBOOK	United States of America	78/353,290	1/16/04	2968708	7/12/05	Registered		Autodesk, Inc.	09	09-Computer software for use in creating, editing, viewing, presenting and annotating digital content.
SKETCHBOOK	United Kingdom	UK00801086341 (IR1086341)	7/15/11	1086341	7/15/11	Registered		Autodesk, Inc.	09	09-Computer software for use in creating, editing, viewing, presenting and

TRADEMARK	COUNTRY NAME	SERIAL NO.	FILING DATE	REGISTRATION NO.	REG DATE	STATUS	SUB STATUS	TM OWNERS	CLASS	DESCRIPTION
										annotating digital content.