



09-29-2005

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark OfficeForm PTO-1595 (Rev. 07/05)  
OMB No. 0651-0027 (exp. 6/30/2008)

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

## 1. Name of conveying party(ies):

Albert G. Smith

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance/Execution Date(s):

Execution Date(s): August 29, 2005

- ☒ Assignment ☐ Merger ☐ Change of Name  
☐ Security Agreement ☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other

## 2. Name and address of receiving party(ies)

Name: Macromedia, Inc.

Internal Address:

Street Address:

601 Townsend

City: San Francisco

State: California

Country: United States of America Zip: 94103

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application or patent number(s):

A. Patent Application No.(s)

11/172,422

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address to whom correspondence concerning document should be mailed:

Name:

R. Ross Viguet  
FULBRIGHT & JAWORSKI L.L.P.

Internal Address: Atty. Dkt.: 47583/P091US/10505026

Street Address: 2200 Ross Avenue, Suite 2800

City: Dallas

State: TX Zip: 75201-2784

Phone Number: (214) 855-8185

Fax Number: (214) 885-8200

Email Address: rviguet@fulbright.com

## 6. Total number of applications and patents involved:

1

## 7. Total fee (37 CFR 1.21(h) &amp; 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☒ Enclosed  
☐ None required (government interest not affecting title)

## 8. Payment Information

a. Credit Card Last 4 Numbers  
Expiration Dateb. Deposit Account Number  
Authorized User Name

## 9. Signature:

September 20, 2005

Date

R. Ross Viguet - 42,203  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

4

## Recordation Form Cover Sheet

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, in an envelope addressed to: MS Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: September 20, 2005

Signature: (Lisa deCordova)

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PATENT  
REEL: 017028 FRAME: 0070

## ASSIGNMENT BY INVENTOR

**THIS ASSIGNMENT**, made this by Albert Gordon Smith (hereinafter referred to as Assignor), residing at 5160 Diamond Heights Blvd., C308, San Francisco, California 94131;

**WHEREAS**, Assignor has invented certain new and useful improvements in **RENDITION-BASED GRAPHICAL LAYOUT MANAGEMENT**, set forth in a Patent application for Letters Patent of the United States, already filed on June 30, 2005 as U.S. application No. 11/172,422; and

**WHEREAS**, Macromedia, Inc., a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at 601 Townsend, San Francisco, California 94103 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

**AND** for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to

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Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

FULBRIGHT & JAWORSKI L.L.P.

All practitioners at Customer Number 000029053

**AND** Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

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Date: 8/29/2005

Albert Gordon Smith  
Albert Gordon Smith

United States of America )  
State of California ) ss.:  
County of San Francisco )

On this 29<sup>th</sup> day of August, 2005, before me  
personally came Albert Gordon Smith, to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.

Ann A. Sellier  
Notary Public

