| Form PTO-1595 (Rev. 07/05) 7 (OMB No. 0651-0027 (exp. 6/30/2008) RECO | 04-10-2006 DEPARTMENT OF COMMERCE States Patent and Trademark |
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| To the Director of the U.S. Patent and Trademark Offic | ce: Please record the attached documents or the new address(es) below |
| 1. Name of conveying party(ies) Macromedia, Inc. | 2. Name and address of receiving party(ies) Name: Adobe Systems Incorporated Internal Address: |
| Additional name(s) of conveying party(ies) attached? Yes 3. Nature of conveyance/Execution Date(s): Execution Date(s) <u>December 7, 2005</u> | s ✓ No Street Address: <u>345 Park Avenue</u> |
| Assignment Merger Security Agreement Change of National Security Agreement | ame City: <u>San Jose</u> State: California |
| Government Interest Assignment Executive Order 9424, Confirmatory License | Country: USA Zip: 95110-2704 |
| 5. Name and address to whom correspondence | |
| concerning document should be mailed: Name: <u>Scott S. Kokka</u> Internal Address: <u>Kokka & Hsu, PC</u> | involved: 1 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00 ✓ Authorized to be charged by credit card |
| Street Address: 1001 N. Rengstorff Ave., Suite 250 | Authorized to be charged to deposit account |
| | None required (government interest not affecting |
| City: <u>Mountain View</u> State: <u>CA</u> Zip: <u>94043-1748</u> | A. Payment Information a. Credit Card Last 4 Numbers 7389 Expiration Date 08/2006 |
| | a. Credit Card Last 4 Numbers 7389 |

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT OF PATENTS AND APPLICATIONS BY MACROMEDIA, INC. TO ADOBE SYSTEMS INCORPORATED

Effective this 1^{n} day of <u>December</u>, 2005, for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Macromedia, Inc., a Delaware corporation having a business address at 601 Townsend Street, San Francisco, California 94103, ("<u>Assignor</u>") does hereby:

- (a) represent and warrant that Assignor is the sole owner of the patents and provisional and nonprovisional patent applications listed on the Attachment ("<u>Patents and Applications</u>");
- (b) assign and transfer to Adobe Systems Incorporated, a Delaware corporation having a business address at 345 Park Avenue, San Jose, California 95110-2704 ("<u>Assignee</u>"), all of Assignor's right, in the United States, its territorial possessions, and all foreign countries, to:

(i) any and all inventions described in each Patent or Application listed on the Attachment (the "Inventions");

(ii) said Patents and Applications;

(iii) any patent which may be granted therefor;

(iv) the right to file applications for patent of the United States or other countries on the Invention(s),

(v) any application(s) for patent of the United States or other countries claiming the Invention(s);

(vi) any patent applications or patents which may claim priority of any of said Patents and Applications (including but not limited to any and all continuations, divisions, continuations-in-part, substitutes, reissues, reexaminations or extensions thereof, and all other rights, together with all priority rights, under any existing or future international patent conventions, unions, agreements, acts or treaties); and

(vii) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (ii) through (vi)

- (c) agree, upon request by and at the expense of Assignee (or its successors, assigns or legal representatives), to: (i) execute all oaths, assignments, powers of attorney and any other papers; (ii) testify in any legal or quasi legal proceedings; (iii) take any action; and (iv) otherwise fully cooperate with Assignee; in connection with perfecting Assignee's title, or securing, maintaining and enforcing Assignee's rights, under this assignment; and
- (d) represent, warrant and covenant that no assignment, grant, mortgage, license or other agreement inconsistent with the rights and property herein conveyed to Assignee has been made or shall be made by Assignor.

Assignor hereby requests the issuance of said patents to Assignee for the sole use and behalf of Assignee, its successors, legal representatives and assigns.

Macromedia, Inc. ("Assignor")

Date: 12/7/2005

By: Karén O. Cottle

Vice President and Secretary

STATE OF California & COUNTY OF Sante Clears

foregoing instrument and acknowledged to me that he she executed the same of his own free will for the purposes and consideration therein expressed. her

Notary or Consular Officer

[SEAL]



Adobe Systems Incorporated ("Assignee")

Date: 12/7/2005

By: Karen O. Cottle

Senior Vice President, General Counsel and Corporate Secretary

STATE OF Californias COUNTY OF Sanda Clacens

BEFORE ME, the undersigned authority, on this 7 day of <u>ecen by</u> 2005, personally appeared <u>Yacess</u> <u>Offle</u> known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he she executed the same of his own free will for the purposes and consideration therein expressed.

RENEE KELLER Commission # 1446954 Notary Public - California Santa Clara County Wy Comm. Expires Nov 21, 2007

Notary or Consular Officer

RECORDED: 04/05/2006

[SEAL]