

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3879238

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ASSIGNEE NAME PREVIOUSLY RECORDED AS ADOBE SYSTEMS, INC. previously recorded on Reel 009310 Frame 0593. Assignor(s) hereby confirms the ASSIGNEE NAME SHOULD BE ADOBE SYSTEMS INCORPORATED.	
CONVEYING PARTY DATA		
	Name	Execution Date
	PAUL A. GEORGE	06/05/1998
RECEIVING PARTY DATA		
Name:	ADOBE SYSTEMS INCORPORATED	
Street Address:	345 PARK AVENUE	
City:	SAN JOSE	
State/Country:	CALIFORNIA	
Postal Code:	95110	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	09056469	
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:	NEGASH@ADOBE.COM	
Correspondent Name:	BILEN NEGASH	
Address Line 1:	345 PARK AVENUE	
Address Line 4:	SAN JOSE, CALIFORNIA 95110	
ATTORNEY DOCKET NUMBER:	P244	
NAME OF SUBMITTER:	THOMAS X. LI	
SIGNATURE:	/Thomas X. Li/	
DATE SIGNED:	05/18/2016	
Total Attachments: 11		
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07-20-1998



1595 Attorney Docket No.: 07844/270001

HEET

JUL 9 1998

Assistant Commissioner for Patents: P.

100768421

Original document.

1. Name of conveying party(ies):
Paul A. George

Additional name(s) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):
**Adobe Systems, Inc.
345 Park Avenue
San Jose, CA 95110-2704**

Additional names/addresses attached? ☐ Yes ☒ No

3. Nature of conveyance:
☒ Assignment
☐ Merger
☐ Security Agreement
☐ Change of Name
☐ Other:

Execution Date: **6/5/98**

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

If this document is being filed with a new application, the execution date of the application is:

A. Patent Application No.(s):

09/056,469

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

5. Name/address of party to whom correspondence concerning document should be mailed:

**Mark D. Kirkland
Fish & Richardson P.C.
2200 Sand Hill Road, Suite 100
Menlo Park, CA 94025**

6. Total number of applications/patents involved: **1**

7. Total fee (37 CFR 3.41): **\$40**

☒ Enclosed

☐ Authorized to charge deposit account

8. Deposit account number: **06-1050**

If the fee above is being charged to deposit account, a duplicate copy of this cover sheet is attached.

Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.

07/17/1998 JSHABAZZ 00000033 09056469

01 FC:581

40.00 DP

DO NOT USE THIS SPACE

9. Statement and signature: *To the best of my knowledge and belief, the foregoing information is true and correct and the attached is a true copy of the original document.*

Mark D. Kirkland

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: **3**

Date of Deposit

7/6/98
I hereby certify under 37 CFR 1.8(a) that this correspondence is being deposited with the United States Postal Service as **first** class mail with sufficient **postage** on the date indicated above and is addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231.

PATENT

REEL: 038747 FRAME: 0368

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR, Paul A. George hereby sells, assigns, and transfers to ASSIGNEE, Adobe Systems Incorporated, a Delaware Corporation, having its offices located at 345 Park Avenue, San Jose, California 95110-2704, and its successors, assigns and legal representatives (collectively, "ASSIGNEE") all of the right, title and interest of ASSIGNOR throughout the world in and to any and all inventions and improvements which are the subject of a patent document entitled

SMART GUIDES

and which is found in

- (a) _____ U.S. patent application executed on _____, entitled as above and listing the above named person as inventor
- (b) X U.S. patent application serial no. 09/056,469, filed on April 7, 1998.
- (c) _____ U.S. Patent No.: _____, i s s u e d _____

An attorney of record; or the attorney filing the application, is authorized and requested by the execution of this assignment to insert into this assignment the execution date of the application and/or the filing date and serial number of the application when officially known.

This assignment includes the foregoing patent application or patent; all legal equivalents thereof in any foreign country and all patents issuing therefrom; all United States and foreign patents, utility models, and design registrations granted for any of said inventions and improvements; and the right to claim priority based on the filing date of the foregoing patent application or patent under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes. ASSIGNOR authorizes ASSIGNEE to apply in all countries in the name of ASSIGNOR or in the name of ASSIGNEE for patents, utility models, and design registrations and like rights of exclusion and for inventor's certificates for said inventions and improvements.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this assignment.

ASSIGNOR further covenants for him/herself and his/her heirs, legal representatives and assigns to provide to ASSIGNEE promptly upon the request of ASSIGNEE all pertinent facts and documents relating to said invention and said patents and legal equivalents as may be known and accessible to ASSIGNOR and to testify as to the same in any interference, litigation, or proceeding relating thereto and promptly to execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue or enforce said application, said inventions and improvements and said patents and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR requests the Commissioner of Patents and Trademarks to issue said patents of the United States and any reissue or extension thereof to the ASSIGNEE.

executed this

Signature of Inventor

5 day of June 1998

Paul A. George
Paul A. George

STATE OF CALIFORNIA

County of Santa Clara

)
) ss.
)

On June 5, 1998 before me, Sharon Takahashi, a Notary Public for the State of California, personally appeared Paul A. George, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal

Sharon Takahashi



91025.PAL1

07-20-1998

1595 Attorney Docket No.: 07844/270001

HEET

JUL 9 1998

Assistant Commissioner for Patents: P.

100768421

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09/056,469

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Name of Person Signing

Signature

Date

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PATENT

REEL: 038747 FRAME: 0370

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and which is found in

- (a) _____ U.S. patent application executed on _____, entitled as above and listing the above named person as inventor
- (b) X U.S. patent application serial no. 09/056,469, filed on April 7, 1998.
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ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this assignment.

ASSIGNOR further covenants for him/herself and his/her heirs, legal representatives and assigns to provide to ASSIGNEE promptly upon the request of ASSIGNEE all pertinent facts and documents relating to said invention and said patents and legal equivalents as may be known and accessible to ASSIGNOR and to testify as to the same in any interference, litigation, or proceeding relating thereto and promptly to execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue or enforce said application, said inventions and improvements and said patents and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR requests the Commissioner of Patents and Trademarks to issue said patents of the United States and any reissue or extension thereof to the ASSIGNEE.

executed this

Signature of Inventor

5 day of June 1998

Paul A. George
Paul A. George

STATE OF CALIFORNIA

County of Santa Clara

)
) ss.
)

On June 5, 1998 before me, Sharon Takahashi, a Notary Public for the State of California, personally appeared Paul A. George, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal

Sharon Takahashi



91025.PAL1

**RESTATED CERTIFICATE OF INCORPORATION
OF
ADOBE SYSTEMS INCORPORATED**

ADOBE SYSTEMS INCORPORATED, a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

FIRST: The name of this corporation is Adobe Systems Incorporated.

SECOND: The original Certificate of Incorporation of the corporation was filed with the Secretary of State of Delaware on May 9, 1997, and the original name of the corporation was Adobe Systems (Delaware) Incorporated.

THIRD: Pursuant to Section 245 of the General Corporation Law of the State of Delaware, the provisions of the Certificate of Incorporation as heretofore amended and supplemented are hereby restated and integrated into the single instrument which is hereinafter set forth, and which is entitled "Restated Certificate of Incorporation of Adobe Systems Incorporated," without further amendment and without any discrepancy between the provisions of the Certificate of Incorporation as heretofore amended and supplemented and the provisions of such single instrument as hereinafter set forth.

FOURTH: The Board of Directors of the corporation has duly adopted this Restated Certificate of Incorporation pursuant to the provisions of Section 245 of the General Corporation Law of the State of Delaware in the form set forth as follows:

**RESTATED CERTIFICATE OF INCORPORATION
OF
ADOBE SYSTEMS INCORPORATED**

I.

The name of this corporation is Adobe Systems Incorporated.

II.

The address of the registered office of the corporation in the State of Delaware is 2711 Centerville Road, Suite 400 City of Wilmington, 19808 County of New Castle, and the name of the registered agent of the corporation in the State of Delaware at such address is Corporation Service Company.

III.

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware.

IV.

A. This corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the corporation is authorized to issue is Nine Hundred Two Million (902,000,000) shares. Nine Hundred Million (900,000,000) shares shall be Common Stock, each having a par value of one-hundredth of one cent (\$0.0001), and Two Million (2,000,000) shares shall be Preferred Stock, each having a par value of one-hundredth of one cent (\$0.0001).

B. The Preferred Stock may be issued from time to time in one or more series. The Board of Directors is hereby authorized, by filing a certificate (a "*Preferred Stock Designation*") pursuant to the Delaware General Corporation Law, to fix or alter from time to time the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions of any wholly unissued series of Preferred Stock, and to establish from time to time the number of shares constituting any such series or any of them; and to increase or decrease the number of shares of any series subsequent to the issuance of shares of that series, but not below the number of shares of such series then outstanding. In case the number of shares of any series shall be decreased in accordance with the foregoing sentence, the shares constituting such decrease shall resume the status that they had prior to the adoption of the resolution originally fixing the number of shares of such series.

V.

For the management of the business and for the conduct of the affairs of the corporation, and in further definition, limitation and regulation of the powers of the corporation, of its directors and of its stockholders or any class thereof, as the case may be, it is further provided that:

A.

(1) The management of the business and the conduct of the affairs of the corporation shall be vested in its Board of Directors. The number of directors which shall constitute the whole Board of Directors shall be fixed exclusively by one or more resolutions adopted by the Board of Directors.

(2) Subject to the other provisions of this paragraph, the Board of Directors is and shall remain divided into two classes until the 2013 Annual Meeting of Stockholders, with the directors in each class serving for a term expiring at the second annual meeting of stockholders held after their election. Subject to the rights of the holders of any series of Preferred Stock to elect additional directors under specified circumstances, the terms of the members of the Board of Directors shall initially be as follows: (i) at the 2012 Annual Meeting of Stockholders, the directors whose terms expire at that meeting or such directors' successors shall be elected to hold office for a term expiring at the 2013 Annual Meeting of Stockholders; and (ii) at the 2013 Annual Meeting of Stockholders and at each annual meeting of stockholders thereafter, all directors shall be elected to hold office for a term expiring at the next annual meeting of stockholders. The classification of the Board of Directors shall terminate at the 2013 Annual Meeting of Stockholders and all directors shall be elected in accordance with clause (ii) above.

Notwithstanding the foregoing provisions of this Article, each director shall serve until his successor is duly elected and qualified or until his earlier death, resignation or removal. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

(3) Subject to the rights of the holders of any series of Preferred Stock, the Board of Directors or any individual director may be removed from office at any time with or without cause by the affirmative vote of the holders of a majority of the voting power of all the then-outstanding shares of voting stock of the corporation, entitled to vote at an election of directors (the "*Voting Stock*").

(4) Subject to the rights of the holders of any series of Preferred Stock, any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other causes and any newly created directorships resulting from any increase in the number of directors, shall, unless the Board of Directors determines by resolution that any such vacancies or newly created directorships shall be filled by the stockholders, except as otherwise provided by law, be filled only by the affirmative vote of a majority of the directors then in office, even though less than a quorum of the Board of Directors, and not by the stockholders. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the director for which the vacancy was created or occurred and until such director's successor shall have been elected and qualified.

B.

(1) Subject to paragraph (h) of Section 43 of the Bylaws, the Bylaws may be altered or amended or new Bylaws adopted by the affirmative vote of a majority of the voting power of all of the then outstanding shares of the Voting Stock. The Board of Directors shall also have the power to adopt, amend or repeal the Bylaws.

(2) The directors of the corporation need not be elected by written ballot unless the Bylaws so provide.

(3) No action shall be taken by the stockholders of the corporation except at an annual or special meeting of stockholders called in accordance with the Bylaws.

(4) Special meetings of the stockholders of the corporation may be called, for any purpose or purposes, by (i) the Chairman of the Board of Directors, (ii) the President, (iii) the Board of Directors pursuant to a resolution adopted by a majority of the total number of authorized directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or (iv) by the holders of the shares entitled to cast not less than ten percent (10%) of the votes at the meeting, and shall be held at such place, on such date, and at such time as the Board of the Directors shall fix.

(5) Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the corporation shall be given in the manner provided in the Bylaws of the corporation.

VI.

A. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended after approval by the stockholders of this Article to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

B. Any repeal or modification of this Article VI shall be prospective and shall not affect the rights under this Article VI in effect at the time of the alleged occurrence of any act or omission to act giving rise to liability or indemnification.

VII.

A. The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, except as provided in paragraph B of this Article VII, and all rights conferred upon the stockholders herein are granted subject to this reservation.

B. Notwithstanding any other provisions of this Certificate of Incorporation or any provision or law which might otherwise permit a lesser vote or no vote, but in addition to any affirmative vote of the holders of any particular class or series of the Voting Stock required by law, this Certificate of Incorporation or any Preferred Stock Designation, the affirmative vote of the holders of a majority of the voting power of all of the then-outstanding shares of the Voting Stock, voting together as a single class, shall be required to alter, amend or repeal Articles V, VI, and VII.

IN WITNESS WHEREOF, this Certificate has been subscribed this 25th day of April, 2011 by the undersigned who affirms that the statements made herein are true and correct.

ADOBE SYSTEMS INCORPORATED

By: /s/ Shantanu Narayen
Shantanu Narayen
President and Chief Executive Officer