

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------|----------|----------------|-----------------------|
| Omniture, Inc. | | 11/09/2009 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|----------------------------|
| Name: | Adobe Systems Incorporated |
| Street Address: | 345 Park Avenue |
| City: | San Jose |
| State/Country: | CALIFORNIA |
| Postal Code: | 95110 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 18

| Property Type | Number | Word Mark |
|----------------------|----------|-----------------------|
| Serial Number: | 77381125 | CLICKMAP |
| Serial Number: | 77386403 | SILICON SLOPES |
| Serial Number: | 77386205 | SILICON SLOPES |
| Serial Number: | 76195889 | TOUCH CLARITY |
| Registration Number: | 3109946 | CUSTOM INSIGHT |
| Registration Number: | 2448139 | MERCADO |
| Registration Number: | 3375906 | OFFERMATICA |
| Registration Number: | 3021696 | OMNITURE |
| Registration Number: | 3287161 | OMNITURE DISCOVER |
| Registration Number: | 3386437 | OMNITURE DISCOVER |
| Registration Number: | 3539388 | OMNITURE GENESIS |
| Registration Number: | 3282842 | OMNITURE SEARCHCENTER |
| Registration Number: | 3629002 | REAL-TIME ANALYTICS |
| Registration Number: | 3077347 | SITECATALYST |

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| | | |
|----------------------|---------|-----------------|
| Registration Number: | 3130396 | VISUAL CALL |
| Registration Number: | 2805438 | VISUAL SCIENCES |
| Registration Number: | 2840873 | VISUAL SENSOR |
| Registration Number: | 2872163 | VISUAL SERVER |

CORRESPONDENCE DATA

Fax Number: (206)675-6818
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 206 675-7000
Email: tm@adobe.com
Correspondent Name: Adobe Systems Incorporated
Address Line 1: 801 North 34th Street
Address Line 2: Legal Department
Address Line 4: Seattle, WASHINGTON 98103

| | |
|--------------------|-------------------|
| NAME OF SUBMITTER: | Kelly Sjolander |
| Signature: | /Kelly Sjolander/ |
| Date: | 11/12/2009 |

Total Attachments: 5
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**TRADEMARK ASSIGNMENT AGREEMENT BETWEEN
OMNITURE, INC. AND ADOBE SYSTEMS INCORPORATED**

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is effective this 9th day of November, 2009 (the "Effective Date") by and between OMNITURE, INC., a Delaware corporation registered, with its principal place of business at 550 East Timpanogos Circle, Orem, Utah 84097 ("Assignor"), and ADOBE SYSTEMS INCORPORATED, a Delaware corporation with its principal place of business at 345 Park Avenue, San Jose, California 95110-2704 ("Assignee"). Assignor and Assignee may be collectively referred to herein as the "Parties."

RECITALS

- A. Assignor owns the entire right, title and interest in and to certain trademarks, trade names and trademark registrations and applications, including but not limited to those listed in Schedule A ("Trademarks List") attached hereto and incorporated herein (collectively, the "Trademarks").
- B. The Parties mutually desire that Assignee acquire Assignor's entire right, title and interest in and to the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

AGREEMENT

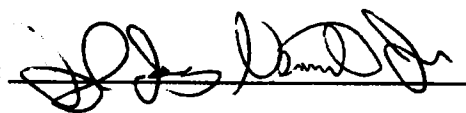
1. Assignor, on behalf of itself and its predecessors and successors in interest, hereby sells, assigns and transfers to Assignee and Assignee's successors, assigns and legal representatives, and Assignee hereby accepts: (a) all of Assignor's right, title and interest, including but not limited to, rights to existing causes of action and the right to past damages associated therewith, that Assignor has in or to the Trademarks; and (b) that part of the goodwill of Assignor's business connected with and symbolized by the Trademarks.
2. Assignor hereby acknowledges that it retains no right to use the Trademarks and agrees not to challenge, or to assist others to challenge the validity, or Assignee's ownership, of the Trademarks. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into by Assignor that would conflict with this Agreement.
3. Assignor hereby covenants that, upon the request of Assignee, Assignor will promptly provide Assignee with all pertinent facts and documents relating to the Trademarks as may be known and reasonably accessible to Assignor and will testify as to the same in any opposition, litigation or any proceeding related thereto. At Assignor's expense, Assignor will promptly execute and deliver to Assignee or its legal representatives any and all documents, instruments or

affidavits required to apply for, obtain, maintain, register and enforce the Trademarks, which Assignee in each case may reasonably in good faith deem necessary or desirable to carry out the purpose thereof. Assignor will take all reasonably necessary steps to give effect to, and further the purposes of, this Agreement.

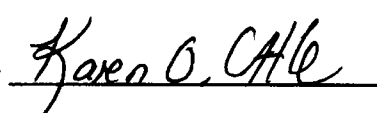
IN WITNESS WHEREOF, the undersigned have caused their duly authorized representatives to execute this Agreement effective as of the Effective Date and in the capacity shown below.

OMNITURE, INC.
("ASSIGNOR")

ADOBE SYSTEMS INCORPORATED
("ASSIGNEE")

By: 

Joseph J. Nemeth
Vice President and Assistant Secretary

By: 

Karen O. Cottle
Senior Vice President, General Counsel

State of California }

County of Santa Clara }

On the ____ of _____ 2009, before me, _____, the undersigned Notary Public, personally appeared Joseph J. Nemeth, 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 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.

Notary Signature

State of California }

County of Santa Clara }

On the ____ of _____ 2009, before me, _____, the undersigned Notary Public, personally appeared Karen O. Cottle, 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 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.

Notary Signature

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

On Nov. 9, 2009 before me, Kimberly J. Bell, Notary Public

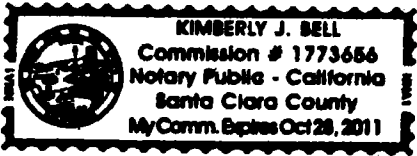
personally appeared Karen O. Cottle

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.

Signature Kimberly J. Bell



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Trademark Assignment Agreement between Amn. Inc. and Adobe Systems Incorporated

Document Date: _____ Number of Pages: 7

Signer(s) Other Than Named Above: Joseph J. Nemeth, Jr.

Capacity(ies) Claimed by Signer(s)

Signer's Name: Karen O. Cottle

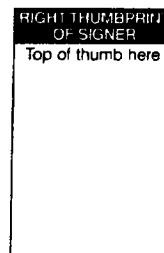
- Individual
- Corporate Officer — Title(s): SVP
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: Adobe Systems Incorporated

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

SCHEDULE A

TRADEMARKS LIST

| MARK | COUNTRY | CLASS | REG. OR APP. NUMBER | STATUS |
|-----------------------|---------------|--------------------|---------------------|------------|
| CLICKMAP | United States | 42 | 77/381,125 | Pending |
| CUSTOM INSIGHT | United States | 35 | 3,109,946 | Registered |
| MERCADO | United States | 9 | 2,448,139 | Registered |
| OFFERMATICA & Design | United States | 35 | 3,375,906 | Registered |
| OMNITURE | United States | 35, 41, 42 | 3,021,696 | Registered |
| OMNITURE DISCOVER | United States | 35, 42 | 3,287,161 | Registered |
| OMNITURE DISCOVER | United States | 41 | 3,386,437 | Registered |
| OMNITURE GENESIS | United States | 35, 42 | 3,539,388 | Registered |
| OMNITURE SEARCHCENTER | United States | 42 | 3,282,842 | Registered |
| REAL-TIME ANALYTICS | United States | 9, 35, 42 | 3,629,002 | Registered |
| SILICON SLOPES | United States | 35, 36, 41, 42, 45 | 77/386,403 | Pending |
| SILICON SLOPES | United States | 35, 45 | 77/386,205 | Pending |
| SITECATALYST | United States | 35, 42 | 3,077,347 | Registered |
| TOUCH CLARITY | United States | 35, 42 | 76/195,889 | Pending |
| VISUAL CALL | United States | 9 | 3,130,396 | Registered |
| VISUAL SCIENCES | United States | 9, 35 | 2,805,438 | Registered |
| VISUAL SENSOR | United States | 9 | 2,840,873 | Registered |
| VISUAL SERVER | United States | 9 | 2,872,163 | Registered |