TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Proto Labs, Inc.	FORMERLY The Protomold Company	08/27/2008	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	Sixth and Marquette
Internal Address:	MAC N9305-187
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55479
Entity Type:	National Banking Association: MINNESOTA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	77439123	FIRSTNOTE
Registration Number:	2777193	PROTOMOLD
Registration Number:	2686351	PROTOQUOTE
Registration Number:	3294603	PROTOFLOW
Registration Number:	3108124	PROFESSOR PLASTIC
Registration Number:	3108125	NOBODY'S FASTER IN THE SHORT RUN
Registration Number:	3149920	PROTOVIEW
Registration Number:	3268122	FIRST CUT
Registration Number:	3390900	FIRSTQUOTE

OP $240.00 77439123

CORRESPONDENCE DATA

Fax Number: (612)642-8365

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 612-672-8365
Email: brenda.howard@maslon.com
Correspondent Name: Naomi Olsen
Address Line 1: 90 S. 7th St., 3300 Wells Fargo Center
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	2008646
NAME OF SUBMITTER:	Naomi Olsen
Signature:	/Naomi Olsen/
Date:	08/29/2008

Total Attachments: 10
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "**Agreement**"), dated as of August 27, 2008, is made by and between PROTO LABS, INC., a Minnesota corporation (f/k/a The Protomold Company) having a business location at the address set forth below next to its signature (the "**Debtor**") and, Wells Fargo Bank, National Association ("**Wells Fargo**"), and having a business location at the address set forth below next to its signature.

Recitals

A. Debtor and Wells Fargo are parties to an Amended and Restated Credit Agreement (as amended, supplemented or restated from time to time, the "**Credit Agreement**") dated as of the date hereof, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Debtor.

B. As a condition to extending credit to or for the account of Debtor, Wells Fargo has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"**Affiliate**" means any Person controlled by, controlling or under common control with the Debtor or any subsidiary of the Debtor. For purposes of this definition, "control," when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

"**Indebtedness**" means any and all advances, debts, obligations and liabilities of the Debtor to Bank, heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether the Debtor may be liable individually or jointly with others, or whether recovery upon such Indebtedness may be or hereafter becomes unenforceable.

"**Patents**" means all of Debtor's right, title and interest in and to patents or applications for patents owned by Debtor, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"**Person**" means any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof

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"**Security Interest**" has the meaning given in Section 2.

"**Trademarks**" means all of Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks owned by Debtor, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Debtor hereby irrevocably pledges and assigns to, and grants Wells Fargo a security interest (the "**Security Interest**") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Debtor.

(b) **Patents.** Exhibit A accurately lists all Patents owned by Debtor as of the date hereof, or to which Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Debtor shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement (provided, however, that inclusion of information in a replacement Exhibit A will not in any way serve as an admission to any third party that such information should have been included in the prior version of Exhibit A).

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned by Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations). If after the date hereof, Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Debtor shall promptly provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement (provided, however, that inclusion of information in a replacement Exhibit B will not in any way serve as an admission to any third party that such information should have been included in the prior version of Exhibit B).

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any material Patents and Trademarks used in the Debtor's business (herein

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referred to as the "**Affiliate Patents and Trademarks**"). If after the date hereof Debtor shall use any Affiliate Patents and Trademarks in its business, then Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Debtor; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all liens except Permitted Liens (as defined in the Credit Agreement). Debtor (i) will have, at the time Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(g) **Defense.** Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens and, excluding any Patents and Trademarks that, if not used in Debtor's business, would not cause the occurrence of any Material Adverse Change.

(h) **Maintenance.** Debtor will at its own expense maintain the Patents and the Trademarks, excluding any Patents and Trademarks that, if not used in Debtor's business, would not cause the occurrence of any Material Adverse Change, including, but not limited to, filing all applications to obtain letters, patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letter, patent, and trademark registrations and applications therefor. Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Wells Fargo's Right to Take Action.** If Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Debtor notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Debtor (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable

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law, Debtor shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the highest rate then applicable to the Revolving Note; provided, however, that prior to the occurrence and during the continuance of an Event of Default, Wells Fargo shall pay for all costs and expenses to perfect its Security Interest in any Patents, Trademarks and other intellectual property created under the laws of any jurisdiction outside of the U.S.

(k) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (i) and exercising its rights under Section 6, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor under this Section 3, or, necessary for Wells Fargo, after the occurrence and during the continuation of an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. Debtor's Use of the Patents and Trademarks. Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and continues to remain uncured.

5. Events of Default. As used herein, the term "**Event of Default**" shall have the meaning assigned to such term in the Credit Agreement.

6. Remedies. Upon the occurrence and during the continuation of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Debtor shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells

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Fargo and, in the case of a modification or amendment, Debtor. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Debtor and delivered to Wells Fargo, and Debtor waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Minnesota without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

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IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Proto Labs, Inc.
5540 Pioneer Creek Drive
Maple Plain, MN 55359

PROTO LABS, INC.

By: _____
Will Langton
Its: Chief Financial Officer

Wells Fargo Bank, National Association
MAC N9305-187
Sixth and Marquette
Minneapolis MN, 55479

WELLS FARGO BANK, NATIONAL ASSOCIATION

By _____
Kenneth E. LaChance
Its Vice President

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 27th day of August, 2008, by Will Langton, the Chief Financial Officer of Proto Labs, Inc., a Minnesota corporation, on behalf of the corporation.

KRISTIE L. NIEMI
Notary Public
Minnesota
My Commission Expires January 31, 2010

_____
Notary Public

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 27th day of August, 2008, by Kenneth E. LaChance, a Vice President of Wells Fargo Bank, National Association, on behalf of the national association.

KRISTIE L. NIEMI
Notary Public
Minnesota
My Commission Expires January 31, 2010

_____
Notary Public

Signature Page to Patent and Trademark Security Agreement dated August 27, 2008 of Proto Labs, Inc. in favor of Wells Fargo Bank, National Association

EXHIBIT A

UNITED STATES PATENTS – ISSUED

Title	Application Number	Filing Date
U.S. Patent No. 6,701,200: Automated Custom Mold Manufacture	10/056755	Jan. 24, '02
U.S. Patent No. 6,836,699: Automated Quoting of Molds and Molded Parts	10/325286	Dec. 19, '02
U.S. Patent No. 7,123,986: Family Molding	11/074388	Mar. 7, '05
U.S. Patent No. 7,089,082: Automated Multi-Customer Molding	11/114893	Apr. 25, '05
U.S. Patent No. 7,299,101: Manipulatable Model For Communicating Manufacturing Issues Of A Custom Part	11/369120	Mar. 6, '06

UNITED STATES PATENTS – APPLICATIONS

Title	Application Number	Filing Date
Automated Quoting of Molds and Molded Parts	10/970130	Oct. 21, '04
Automated Quoting of Molds and Molded Parts	11/035648	Jan. 14, '05
Communicating Mold/Part Manufacturability Issues	11/338052	Jan 24, '06
Graphical User Interface For Three-Dimensional Manipulation Of A Part	11/368590	Mar. 6, '06
Automated Generation of Lean Models for Injection Molding Simulation	11/523232	Sep. 19, '06
Automated Total Profile Machining of Parts	11/586223	Oct. 25, '06
Automated Quoting Of CNC Machined Custom Molds And/Or Custom Parts	11/586379	Oct. 25, '06
CNC Instructions For Solidification Fixturing Of Parts	12/136552	June 10, '08

FOREIGN PATENTS – ISSUED

Title	Country	Patent Number	Issue Date
None			

PATENT COOPERATION TREATY (FOREIGN) – APPLICATIONS

Title	Country	Application Number	International Filing Date
Automated Quoting of Molds and Molded Parts	*	PCT/US2005/019013	May 26, '05
Family Molding	*	PCT/US2006/008324	Mar. 7, '06
Automated Multi-Customer Molding	*	PCT/US2006/014579	Apr. 19, '06
Communicating Mold/Part Manufacturability Issues	*	PCT/US2006/003027	Jan. 31, '06
Manipulatable Model For Communicating Manufacturing Issues Of A Custom Part	*	PCT/US2007/005580	Mar. 6, '07
Graphical User Interface For Three-Dimensional Manipulation Of A Part	*	PCT/US2007/005578	Mar. 6, '07
Automated Generation of Lean Models for Injection Molding Simulation	*	PCT/US07/20265	Sep. 19, '07
Automated Total Profile Machining of Parts	*	PCT/US2007/082456	Oct. 24, '07
Automated Quoting Of CNC Machined Custom Parts	*	PCT/US2007/082457	Oct. 24, '07

* When PCT Application was filed, Debtor designated all countries bound by the Patent Cooperation Treaty. The current list of the countries bound by the Patent Cooperation Treaty can be found by going to the World Intellectual Property Organization website: http://www.wipo.int/pct/en/newslett/index.html to the link named "PCT Contracting States and Two-letter Codes".

EXHIBIT B

UNITED STATES TRADEMARKS, SERVICE MARKS - REGISTERED

Title	Serial Number	Filing Date
U.S. Registration No. 2,777,193: PROTOMOLD	76/192413	Jan. 9, '01
U.S. Registration No. 2,686,351: PROTOQUOTE	76/404904	May 9, '02
U.S. Registration No. 3,294,603: PROTOFLOW	78/360807	Feb. 2, '04
U.S. Registration No. 3,108,124: PROFESSOR PLASTIC	78/551584	Jan. 21, '05
U.S. Registration No. 3,108,125: NOBODY'S FASTER IN THE SHORT RUN	78/551599	Jan. 21, '05
U.S. Registration No. 3,149,920: PROTOVIEW	78/576142	Feb. 28, '05
U.S. Registration No. 3,268,122: FIRST CUT	78/938621	Jul. 27, '06
U.S. Registration No. 3,390,900: FIRSTQUOTE	77/086637	Jan. 19, '07

UNITED STATES TRADEMARKS, SERVICE MARKS – PENDING APPLICATIONS

Title	Serial Number	Filing Date
FIRSTNOTE	77/439123	Apr. 3, '08

FOREIGN MARKS – ISSUED

Title	Country	Serial Number	Registration Date
EC Registration No. 004258364: PROTOMOLD	European Community	004258364	Jan. 20, '06
CA Registration No. TMA 691017: PROTOMOLD	Canada	1,289,968	Jun. 28, '07

MX Registration No. 1030137: PROTOMOLD (cl. 40)	Mexico	780183	Mar. 14, '08
MX Registration No. 998816: PROTOMOLD (cl. 35)	Mexico	867874	Aug. 20, '07
AU Registration No. 1098368: PROTOMOLD	Australia	1098368	Dec. 11, '06

FOREIGN MARKS – PENDING APPLICATIONS

Title	Country	Serial Number	Filing Date
PROTOFLOW	European Community	006451281	Nov. 19, '07