

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Desktop Factory, Inc.		08/31/2009	CORPORATION:
RECEIVING PARTY DATA			
Name:	3D Systems, Inc.		
Street Address:	333 Three D Systems Circle		
City:	Rock Hill		
State/Country:	SOUTH CAROLINA		
Postal Code:	29730		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77656726	DESKTOP FACTORY	
Serial Number:	77656754	DESKTOP FACTORY	
Serial Number:	77656787	D F	
Serial Number:	77656807	D F	
Serial Number:	76661763	IT'S A 3D WORLD, PRINT THAT WAY	
CORRESPONDENCE DATA			
Fax Number:	(803)326-4796		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	803-326-4004		
Email:	RobersonK@3DSystems.com		
Correspondent Name:	Keith Roberson		
Address Line 1:	333 Three D Systems Circle		
Address Line 4:	Rock Hill, SOUTH CAROLINA 29730		
ATTORNEY DOCKET NUMBER:	USTM.043		

CH \$140.00 77656726

NAME OF SUBMITTER:	Keith Roberson
Signature:	/Keith Roberson/
Date:	10/09/2009
Total Attachments: 4 source=Assignment_of_DF_Trademark_Applications_to_3D_Systems#page1.tif source=Assignment_of_DF_Trademark_Applications_to_3D_Systems#page2.tif source=Assignment_of_DF_Trademark_Applications_to_3D_Systems#page3.tif source=Assignment_of_DF_Trademark_Applications_to_3D_Systems#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") having an effective date of August 31, 2009 (the "Effective Date") is between Desktop Factory, Inc., a Delaware corporation having a principal place of business at 120 Waverly Drive, Pasadena, California 91105 USA ("Assignor") and 3D Systems, Inc., a California corporation having a principal place of business at 333 Three D Systems Circle, Rock Hill, South Carolina 29730 USA ("Assignee").

WHEREAS, Assignor and Assignee are parties to a separate Asset Purchase Agreement (the "Agreement") of even date herewith relating to Assignee's acquisition of Assignor's Acquired Assets (as defined therein), the terms of which are incorporated herein providing for the execution and delivery of this Assignment by Assignor to Assignee;

WHEREAS, Assignor is the exclusive owner of all right, title and interest in and to the trademarks and service marks, and all registrations or applications therefore, set forth on Schedule I hereto and incorporated by reference herein all common-law rights to such marks (collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase or acquire all of Assignor's right, title and interest in and to the Assigned Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby convey, transfer, assign, sell and deliver to Assignee all right, title and interest of Assignor in and to the Assigned Marks, including, without limitation, all common-law rights, and the registrations and applications for registration thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all liens, collateral assignments or other encumbrances, all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, subject to the terms of the Agreement.

Assignor hereby represents, warrants and covenants that it owns all right, title and interest in and to the Assigned Marks, that it is not aware of any third party that has claimed that the Assigned Marks infringe its rights, that the Assigned Marks are not subject to any liens, collateral assignments or other encumbrances, that it has the full power and authority to convey all right, title and interest in and to the Assigned Marks, and that it has not executed and will not execute any agreement in conflict herewith.

At any time after the Effective Date (as hereafter defined), Assignor hereby agrees that Assignor will and will cause its affiliates and related parties to, from time to time, at its expense and without additional compensation, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary, or otherwise reasonably be requested by Assignee, to confirm and assure the rights and obligations provided for in the Agreement and render effective the consummation of the transactions contemplated hereby and thereby, or otherwise to carry out the intent and purposes of the Agreement and this Assignment.

This Assignment will be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the state of New York, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the Effective Date.

DESKTOP FACTORY, INC.

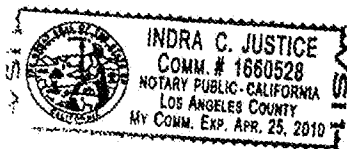
By: *Marcia Goodstein*

Marcia Goodstein
Print name of person signing.

Title: President

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On this 31st day of August, 2009, personally before me came Marcia Goodstein, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and who signed the foregoing Assignment and being duly sworn, acknowledged that they executed the same.



Indra C. Justice
Notary Public

Name: Indra C. Justice

(Notary Seal)

My commission expires 4/25/10

SCHEDULE I

1. Service Mark: **DF (stylized)**
Country: USA
Appln. Serial No.: 77/656,807
Filed: January 26, 2009
Registration No.: N/A
Registration Date: N/A
Goods/Services: Three dimensional and two dimensional printing services (Int. Class 035)
Owner: Desktop Factory, Inc.

2. Trademark: **DF (stylized)**
Country: USA
Serial No.: 77/656,787
Filed: January 26, 2009
Registration No.: N/A
Registration Date: N/A
Goods: Printer for making three dimensional shapes and figures (Int. Class 009)
Owner: Desktop Factory, Inc.

3. Service Mark: **DESKTOP FACTORY**
Country: USA
Serial No.: 77/656,754
Filed: January 26, 2009
Registration No.: N/A
Registration Date: N/A
Goods: Three dimensional and two dimensional printing services (Int. Class 035)
Owner: Desktop Factory, Inc.

4. Trademark: **DESKTOP FACTORY**
Country: USA
Serial No.: 77/656,726
Filed: January 26, 2009
Registration No.: N/A
Registration Date: N/A
Goods: Printer for making three dimensional shapes and figures (Int. Class 009)
Owner: Desktop Factory, Inc.

5. Trademark: **IT'S A 3D WORLD, PRINT THAT WAY**
Country: USA
Serial No.: 76/661,763
Filed: June 19, 2006
Registration No.: N/A
Registration Date: N/A
Goods: Printer for making three dimensional shapes and figures (Int. Class 009)
Owner: Desktop Factory, Inc.

6. Trademark: **DESKTOP FACTORY & DF (Design)**
Country: Canada
Serial No.: 1320634
Filed: October 18, 2006
Registration No.: N/A
Registration Date: N/A
Goods: Printer for making three dimensional shapes and figures, and services relating thereto
Owner: Desktop Factory, Inc.