

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
Alibre, Inc.		07/19/2011	CORPORATION: DELAWARE
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: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2532711	ALIBRE	
Registration Number:	2476690	ALIBRE	
Registration Number:	2478666		
CORRESPONDENCE DATA			
Fax Number:	(803)326-4276		
	<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:	3D Systems, Inc.		
Address Line 1:	333 Three D Systems Circle		
Address Line 4:	Rock Hill, SOUTH CAROLINA 29730		
ATTORNEY DOCKET NUMBER:	USTM054; USTM055; USTM056		
NAME OF SUBMITTER:	Keith A. Roberson		
Signature:	/Keith Roberson/		

CH \$90.00 2532711

Date:

07/26/2011

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") having an effective date of July 12th, 2011 (the "Effective Date") is between ALIBHE, INC., a Delaware corporation having a principal place of business at 1701 N. Greenville, Suite 702, Richardson, Texas 75081 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 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 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.

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.

Assignor hereby agrees that, at any time after the Effective Date, Assignor will, and will cause its affiliates and related parties to, from time to time, at Assignee's expense and without additional compensation to Assignor, 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 this Assignment and render effective the consummation of the transactions contemplated

hereby and thereby, or otherwise to carry out the intent and purposes of 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.

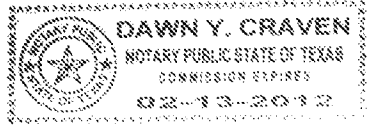
ALIBRE, INC.

By: J. Paul Grayson
Print name of person signing, J. Paul Grayson

Title: Chairman & CEO

STATE OF TEXAS
COUNTY OF _____

On this 19th day of July, 2011, personally before me came J. Paul Grayson known to me to be the person described in and who signed the foregoing Assignment and being duly sworn, acknowledged that they executed the same.



Dawn Y. Craven
Notary Public
Name: Dawn Y. Craven

(Notary Seal)

My commission expires 02-13-2012

SCHEDULE I

1. TradeMark: **ALIBRE**
Country: USA
Appin. Serial No.: 75/794,925
Filed: September 9, 1999
Registration No.: 2532711
Registration Date: January 22, 2002
Goods/Services: Mechanical computer aided design software. (Int. Class 009)
Owner: Alibre, Inc.

2. TradeMark: **ALIBRE (DESIGN)**
Country: USA
Appin. Serial No.: 75/902,241
Filed: January 27, 2000
Registration No.: 2476690
Registration Date: August 7, 2001
Goods/Services: Mechanical computer aided design software. (Int. Class 009)
Owner: Alibre, Inc.

3. TradeMark: **(STAR DESIGN)**
Country: USA
Appin. Serial No.: 76/023,188
Filed: January 27, 2000
Registration No.: 2478666
Registration Date: August 14, 2001
Goods/Services: Mechanical computer aided design software. (Int. Class 009)
Owner: Alibre, Inc.