

TRADEMARK ASSIGNMENT

Electronic 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
Vidar Systems Corporation		02/06/2012	CORPORATION: VIRGINIA

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: 11

Property Type	Number	Word Mark
Serial Number:	73635596	VIDAR
Serial Number:	77340969	VIDAR
Serial Number:	77380673	VIDAR SYSTEMS CORPORATION
Serial Number:	75587489	CLINICAL EXPRESS
Serial Number:	76555877	SMARTFEEDER
Serial Number:	76551440	DOSIMETRY PRO
Serial Number:	78460882	CAD PRO ADVANTAGE
Serial Number:	78462353	DIAGNOSTIC PRO ADVANTAGE
Serial Number:	78969766	THE IMAGE OF RELIABILITY
Serial Number:	78648287	REVOLUTION
Serial Number:	78799530	VIDAR VISION

CORRESPONDENCE DATA

Fax Number: (803)326-4796
 Phone: 803-326-4004

Email: RobersonK@3DSystems.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Keith Roberson

Address Line 1: 333 Three D Systems Circle

Address Line 4: Rock Hill, SOUTH CAROLINA 29730

ATTORNEY DOCKET NUMBER:	VIDAR TRADEMARK ASSIGNMNT
NAME OF SUBMITTER:	Keith A. Roberson
Signature:	/Keith Roberson/
Date:	02/21/2012

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") having an effective date of February 6, 2012 (the "Effective Date") is between **VIDAR SYSTEMS CORPORATION**, a Virginia corporation with a principal place of business at 365 Herndon Parkway, Herndon, Virginia 20170 and its Affiliates ("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 Stock Purchase Agreement (the "Agreement") dated November 21, 2011;

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 and 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.

VIDAR SYSTEMS CORPORATION

By: 

Robert M. Grace, Jr.

Print name of person signing.

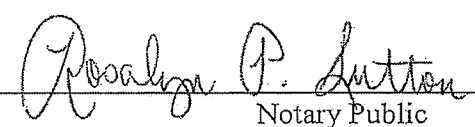
Title: Vice President, General Counsel
and Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF YORK)

This 6th day of February, 2012, personally came before me, Rosalyn P. Sutton, a Notary Public for said County and State, Robert M. Grace, Jr., who, being by me duly sworn, says that he is Vice President, General Counsel and Secretary of **VIDAR SYSTEMS CORPORATION**, a Virginia corporation, and that the seal affixed to the foregoing instrument in writing is the seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said Robert M. Grace, Jr., acknowledged the said writing to be the act and deed of said company.

Witness my hand and official seal, this the 6th day of February 2012.

(Official Seal)


Notary Public

My commission expires: 4-28-2016

SCHEDULE I

<u>Trademark</u>	<u>Status</u>	<u>Number</u>	<u>Jurisdiction</u>
VIDAR	Registered	73/635596	US
VIDAR	Registered	77/340969	US
VIDAR Systems Corporation	Registered	77/380673	US
Clinical Express	Registered	75/587489	US
SMARTFEEDER	Registered	76/555877	US
Dosimetry PRO	Registered	76/551440	US
CAD PRO Advantage [Design]	Registered	78/460882	US
Diagnostic PRO Advantage	Registered	78/462353	US
The Image of Reliability	Registered	78/969766	US
REVOLUTION	Registered	78/648287	US
VIDAR VISION	Registered	78/799530	US
VIDAR	Registered	73/635596	US
CAD PRO Advantage [Design]	Registered	4049805	EP