

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Z Corporation		02/06/2012	CORPORATION: MASSACHUSETTS

**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: 22**

Property Type	Number	Word Mark
Serial Number:	85329777	CREATE MORE
Serial Number:	85329784	CREATE MORE
Serial Number:	85329790	CREATE MORE
Serial Number:	85329793	CREATE MORE
Registration Number:	2676296	
Registration Number:	2577673	Z
Serial Number:	85330632	Z CORPORATION
Serial Number:	85330636	Z CORPORATION
Registration Number:	3290883	Z CORPORATION
Registration Number:	3206310	Z CORPORATION
Registration Number:	3205811	Z CORPORATION
Registration Number:	4084046	Z CORPORATION
Registration Number:	2692035	ZB
Registration Number:	3937684	ZBUILDER

**TRADEMARK**

Registration Number:	2813900	ZCAST
Registration Number:	2709321	Z CORPORATION
Registration Number:	3602201	ZCENTRAL
Registration Number:	2577674	ZP
Registration Number:	2778599	ZPRINTER
Registration Number:	3551024	ZPRINTS
Registration Number:	3386810	ZSCAN
Registration Number:	3505360	ZSCANNER

**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:	Z CORP TRADEMARK ASSGNMNT
NAME OF SUBMITTER:	Keith A. Roberson
Signature:	/Keith Roberson/
Date:	02/21/2012

Total Attachments: 4  
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") having an effective date of February 6, 2012 (the "Effective Date") is between **Z Corporation**, a Massachusetts corporation, with a principal place of business at 2 Second Avenue, Burlington, Massachusetts 01803, United States 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.

**Z CORPORATION**

By: 

Robert M. Grace, Jr.

Print name of person signing.

Title: Vice President, General Counsel,  
Secretary and Clerk

STATE OF SOUTH CAROLINA )  
COUNTY OF YORK )

This 6<sup>th</sup> 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, Secretary and Clerk of **Z Corporation**, a Massachusetts 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 corporation.

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

(Official Seal)

  
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Notary Public

My commission expires: 4-28-2016

SCHEDULE I

Trademark	Status	Number	Jurisdiction
CREATE MORE	Filed	301963404	HK
CREATE MORE	Filed	2170230	IN
CREATE MORE	Filed	A0025170	JP
CREATE MORE	Filed	A0025170	KR
CREATE MORE	Filed	100033452	TW
CREATE MORE	Filed	2170227	IN
CREATE MORE	Filed	2170228	IN
CREATE MORE	Filed	2107229	IN
CREATE MORE	Filed	85/329777	US
CREATE MORE	Filed	85/329784	US
CREATE MORE	Filed	85/329790	US
CREATE MORE	Filed	85/329793	US
CREATE MORE	Filed	A0025170	CN
CREATE MORE	Filed	A0025170	EP
DESIGN ONLY	Registered	2676296	US
Z	Registered	2577673	US
Z CORPORATION	Registered	2709321	US
Z CORPORATION	Filed	85/330632	US
Z CORPORATION	Filed	85/330636	US
Z CORPORATION (Over / under design)	Registered	3290883	US
Z CORPORATION (Over / under design)	Registered	3206310	US
Z CORPORATION (Over / under design)	Registered	300729063	HK
Z CORPORATION (Over / under design)	Filed	1506995	IN
Z CORPORATION (Over / under design)	Registered	1506997	IN
Z CORPORATION (Over / under design)	Registered	907538	CN
Z CORPORATION (Over / under design)	Registered	907538	EP
Z CORPORATION (Over / under design)	Registered	907538	JP
Z CORPORATION (Over / under design)	Registered	907538	KR
Z CORPORATION (Over / under design)	Registered	907540	CN
Z CORPORATION (Over / under design)	Registered	907540	EP
Z CORPORATION (Over / under design)	Registered	907540	JP
Z CORPORATION (Over / under design)	Registered	907540	KR
Z CORPORATION (side by side design)	Registered	3205811	US
Z CORPORATION (side by side design)	Registered	40-0708251	KR
Z CORPORATION (side by side design)	Registered	4984688	EP
Z CORPORATION (side by side design)	Registered	4084046	US
Z CORPORATION (side by side design)	Registered	5046688	JP
Z CORPORATION (side by side design)	Registered	690070	CA
ZB	Registered	2692035	US
ZB	Registered	5049002	EP
ZB	Registered	300634301	HK
ZBUILDER	Registered	3937684	US
ZBUILDER	Registered	1060362	CN
ZBUILDER	Registered	1060362	EP
ZBUILDER	Filed	301767303	HK
ZBUILDER	Filed	2055256	IN
ZBUILDER	Registered	1060362	JP
ZBUILDER	Registered	1060362	KR
ZCAST	Registered	2813900	US

Trademark	Status	Number	Jurisdiction
ZCENTRAL	Registered	3602201	US
ZP	Registered	2577674	US
ZP	Registered	5049201	EP
ZP	Registered	300634310	HK
ZP	Filed	5751797	CN
ZPRINTER	Registered	2778599	US
ZPRINTER	Registered	5048897	EP
ZPRINTER	Registered	300634293	HK
ZPRINTER	Registered	5744341	CN
ZPRINTER	Filed	1506996	IN
ZPRINTER 250	Filed	40-2011-0010402	KR
ZPRINTER 450	Filed	40-2011-0010403	KR
ZPRINTER 650	Filed	40-2011-0010404	KR
ZPRINTS	Registered	3551024	US
ZSCAN	Registered	3386810	US
ZSCAN	Registered	8632853	EP
ZSCANNER	Registered	3505360	US