

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
Geomagic, Inc.		03/11/2013	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: 22		
Property Type	Number	Word Mark
Registration Number:	2139595	GEOMAGIC
Registration Number:	2498373	GEOMAGIC
Registration Number:	2774835	GEOMAGIC CAPTURE
Registration Number:	3661455	GEOMAGIC FASHION
Registration Number:	3542619	GEOMAGIC PIANO
Registration Number:	3907942	GEOMAGIC QUALIFY
Serial Number:	85746962	GEOMAGIC SPARK
Registration Number:	2546689	GEOMAGIC STUDIO
Registration Number:	2597286	GEOMAGIC WRAP
Registration Number:	2558405	GEOMAGICSTUDIO
Registration Number:	2550418	FREEFORM
Registration Number:	2083626	PHANTOM
Registration Number:	2720224	PHANTOM
Registration Number:	2962623	PHANTOM OMNI

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Registration Number:	2269984	WRAP
Registration Number:	3907944	QUALIFY
Registration Number:	2086117	GHOST
Registration Number:	3060400	CLAYTOOLS
Registration Number:	2430161	NETTOUCH.
Registration Number:	3015264	OPENHAPTICS
Registration Number:	3716656	QUICKHAPTICS
Registration Number:	2188217	WEBTOUCH.

CORRESPONDENCE DATA

Fax Number: 8033264796
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 803-326-4004
Email: keith.roberson@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:	GEOMAGIC TRADEMARKS
NAME OF SUBMITTER:	Keith Roberson
Signature:	/Keith Roberson/
Date:	07/26/2013

Total Attachments: 3
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") having an effective date of March 11, 2013 (the "Effective Date") is **GEOMAGIC, Inc.**, a corporation organized under the laws of Delaware, with its registered office at 430 Davis Drive, Suite 300, Morrisville, North Carolina 27560 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 Agreement of Merger (the "Agreement") dated December 16, 2012;

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.

GEOMAGIC, INC.

By: _____

Andrew M. Johnson

Print name of person signing

Title: Vice President, General Counsel
and Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF YORK)

This 11th day of March, 2013, personally came before me, Rosalyn P. Sutton a Notary Public for said County and State, Andrew M. Johnson, who, being by me duly sworn, says that he is Statutory Auditor of **Geomagic, Inc.**, a corporation organized under the laws of Delaware, 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 Andrew M. Johnson acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and official seal, this the 11th day of March, 2013.

(Official Seal)

Rosalyn P. Sutton
Notary Public

My commission expires: April 28, 2016

SCHEDULE I

Mark	Status	Number	Country
Geomagic	Registered	2,139,595	United States
Geomagic (stylized)	Registered	2,498,373	United States
Geomagic Capture	Registered	2,774,835	United States
Geomagic Fashion	Registered	3,661,455	United States
Geomagic Piano	Registered	3,542,619	United States
Geomagic Qualify	Registered	3,907,942	United States
Geomagic Spark	Filed	85/746,962	United States
Geomagic Studio	Registered	2,546,689	United States
Geomagic Wrap	Registered	2,597,286	United States
Geogmagicstudio (and design)	Registered	2,558,405	United States
Sensable	Registered	3,878,564	United States
Sensable Technologies, Inc.	Registered	2,085,706	United States
Freeform	Registered	2,550,418	United States
Phantom	Registered	2,083,626	United States
Phantom	Registered	2,720,224	United States
Phantom Omni	Registered	2,962,623	United States
Wrap	Registered	2,269,984	United States
Qualify	Registered	3,907,944	United States
Ghost	Registered	2,086,117	United States
Claytools	Registered	3,060,400	United States
Nettouch	Registered	2,430,161	United States
Openhaptics	Registered	3,015,264	United States
Quickhaptics	Registered	3,716,656	United States
Webtouch	Registered	2,188,217	United States