

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
	Gentle Giant Studios, Inc.		02/24/2014
			Entity Type
			CORPORATION: CALIFORNIA
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: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2956797	BUST-UPS
CORRESPONDENCE DATA			
Fax Number:	8033264796		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
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:	USTM.137		
NAME OF SUBMITTER:	Keith Roberson		
Signature:	/s/Keith Roberson		
Date:	02/25/2014		
Total Attachments: 3 source=Trademark_Assignment_1_of_3#page1.tif source=Trademark_Assignment_2_of_3#page1.tif source=Trademark_Assignment_3_of_3#page1.tif			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") having an effective date of February 24, 2014 (the "Effective Date") is between **Gentle Giant Studios, Inc.**, a California corporation, with a principal place of business at 7511 San Fernando Road, Burbank, California 91505, 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 December 23, 2013;

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.

Gentle Giant Studios, Inc.

By: 

Andrew M. Johnson
Print name of person signing

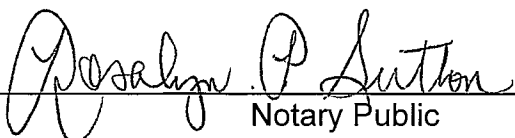
Title: Vice President, General Counsel
and Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF YORK)

This 24th day of February, 2014, 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 Vice President, General Counsel and Secretary of **Gentle Giant Studios, Inc.**, a California 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 Andrew M. Johnson acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and official seal, this the 24th day of February, 2014.

(Official Seal)



Notary Public

My commission expires: April 28, 2016

SCHEDULE I

Trademark	Status	Number	Jurisdiction
Bust-Ups	Registered	2956797	US