

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327002

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Simbionix USA Corporation		11/19/2014	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: 5			
Property Type	Number	Word Mark	
Registration Number:	3720780	MENTORLEARN	
Registration Number:	3797749	PROCEDURE REHEARSAL STUDIO	
Registration Number:	3297731	SIMBIONIX	
Registration Number:	3922438	PROCEDURE	
Registration Number:	4158698	SIMPOSIA	
CORRESPONDENCE DATA			
Fax Number:	8033264796		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
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:	USTM.139 TO USTM.143		
NAME OF SUBMITTER:	Keith Roberson		
SIGNATURE:	/Keith Roberson/		
DATE SIGNED:	12/22/2014		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") having an effective date of November 19, 2014 (the "Effective Date") is between **Simbionix USA Corporation**, a Delaware corporation, with a principal place of business at 7100 Euclid Avenue, Suite 180, Cleveland, Ohio 44103, 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 Agreement of Merger (the "Agreement") dated July 30, 2014;

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.

Simbionix USA Corporation

By: _____

[Signature]
Andrew M. Johnson
Vice President, General Counsel
and Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF YORK)

This 19th day of November, 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 **Simbionix USA Corporation**, a Delaware 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 19th day of November, 2014.

(Official Seal)

[Signature]

Rosalyn P. Sutton
Notary Public

My commission expires: April 28, 2016

SCHEDULE I

Trademark	Status	Number	Jurisdiction
MENTORLEARN	Registered	3720780	US
PROCEDURE REHEARSAL STUDIO	Registered	3797749	US
SIMBIONIX	Registered	3297731	US
PROCEDURE	Registered	3922438	US
SIMPOSIA	Registered	4158698	US