

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM332038

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Medical Modeling Inc.	FORMERLY Medical Modeling, LLC	02/11/2015	CORPORATION: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	3D Systems, Inc.		
<b>Street Address:</b>	333 Three D Systems Circle		
<b>City:</b>	Rock Hill		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29730		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4311460	LABRYNTH	
<b>Registration Number:</b>	3893607	CLEARVIEW ANATOMICAL MODEL	
<b>Registration Number:</b>	3263092	ACCIDENTAL	
<b>Registration Number:</b>	3109943	OSTEOVIEW ANATOMICAL MODEL	
<b>Registration Number:</b>	2860002	MEDICAL MODELING	
<b>Registration Number:</b>	3834444	VSP	
<b>Registration Number:</b>	3592823	ARTHROVIEW ANATOMICAL MODEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	803-326-4004		
<b>Email:</b>	Keith.Roberson@3DSystems.com		
<b>Correspondent Name:</b>	Keith Roberson		
<b>Address Line 1:</b>	333 Three D Systems Circle		
<b>Address Line 4:</b>	Rock Hill, SOUTH CAROLINA 29730		
<b>ATTORNEY DOCKET NUMBER:</b>	USTM.153-159		
<b>NAME OF SUBMITTER:</b>	Andrew Johnson		
<b>SIGNATURE:</b>	/Andrew Johnson/		

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<b>DATE SIGNED:</b>	02/12/2015
<b>Total Attachments: 3</b> source=US Trademark Assignment#page1.tif source=US Trademark Assignment#page2.tif source=US Trademark Assignment#page3.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") having an effective date of February 11, 2015 (the "Effective Date") is between **Medical Modeling Inc.**, a Colorado corporation, with a principal place of business at 17301 West Colfax Avenue, Suite 300, Golden, Colorado 80401, 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 Share Purchase Agreement (the "Agreement") dated April 2, 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.

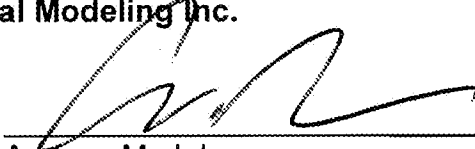
At any time after the Effective Date (as hereafter defined), Assignor hereby agrees that Assignor will and will cause its affiliates and related parties to, from time to time, at its expense and without additional compensation, execute and deliver to Assignee such additional instruments, documents, conveyances 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.

**Medical Modeling Inc.**

By:

  
\_\_\_\_\_  
Andrew M. Johnson  
EVP, Chief Legal Officer and Secretary

STATE OF SOUTH CAROLINA)  
COUNTY OF YORK)

This 11<sup>th</sup> day of February, 2015, 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 Executive Vice President, Chief Legal Officer and Secretary, of **Medical Modeling Inc.**, a Colorado 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 11<sup>th</sup> day of February, 2015.

(Official Seal)

  
\_\_\_\_\_  
Notary Public

My commission expires: April 28, 2016

SCHEDULE I

<u>Trademark</u>	<u>Status</u>	<u>Serial Number</u>	<u>Registration No.</u>	<u>Jurisdiction</u>
LABRYNTH	Registered	85440906	4311460	US
CLEARVIEW ANATOMICAL MODEL	Registered	85030459	3893607	US
ACCIDENTAL	Registered	78795545	3263092	US
OSTEOVIEW ANATOMICAL MODEL	Registered	78225616	3109943	US
MEDICAL MODELING	Registered	78187484	2860002	US
VSP	Registered	77905969	3834444	US
ARTHROVIEW ANATOMICAL MODEL	Registered	77462244	3592823	US