

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651898

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allevi, Inc.		05/05/2021	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: 2			
Property Type	Number	Word Mark	
Registration Number:	5944709	ALLEVI	
Registration Number:	5203404	BUILD WITH LIFE	
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<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:	2027994000		
Email:	gregory.esau@dlapiper.com		
Correspondent Name:	Gregory Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Gregory Esau		
SIGNATURE:	/Gregory Esau/		
DATE SIGNED:	06/04/2021		
Total Attachments: 9			
source=Active_144341586_7_Allevi - Intellectual Property Assignment#page1.tif			
source=Active_144341586_7_Allevi - Intellectual Property Assignment#page2.tif			
source=Active_144341586_7_Allevi - Intellectual Property Assignment#page3.tif			
source=Active_144341586_7_Allevi - Intellectual Property Assignment#page4.tif			
source=Active_144341586_7_Allevi - Intellectual Property Assignment#page5.tif			

CH \$65.00 5944709

source=Active_144341586_7_Allevi - Intellectual Property Assignment#page6.tif
source=Active_144341586_7_Allevi - Intellectual Property Assignment#page7.tif
source=Active_144341586_7_Allevi - Intellectual Property Assignment#page8.tif
source=Active_144341586_7_Allevi - Intellectual Property Assignment#page9.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “Assignment”), dated as of May 5, 2021 (the “Effective Date”), is entered into by and between Allevi, Inc., a Delaware corporation (the “Assignor”) and 3D SYSTEMS, INC., a California corporation (the “Assignee”).

RECITALS

WHEREAS, the Assignor, the Assignee and 3D SYSTEMS CORPORATION, a Delaware corporation, entered into that certain Asset Purchase Agreement, dated as of May 5, 2021 (the “Purchase Agreement”); and

WHEREAS, pursuant to the Purchase Agreement and the Disclosure Schedules thereto, the Assignor has agreed to assign to the Assignee (and the Assignee has agreed to accept the assignment of), the Purchased Intellectual Property, including the rights identified on Schedule A attached hereto.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration (including without limitation the consideration received by the Assignor pursuant to the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Purchase Agreement.

2. Assignment. As of the Effective Date, the Assignor hereby transfers and assigns to the Assignee, and the Assignee hereby accepts, all right, title and interest in and to the Purchased Intellectual Property, including the rights identified on Schedule A attached hereto, and all common law rights and goodwill associated therewith, free and clear of all liens, encumbrances, pledges, or security interests (except for Permitted Liens and licenses to third parties set forth on Schedule 4.10(c) to the Purchase Agreement), and all rights to royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the foregoing as well as any and all claims and causes of action against third parties arising from or with respect thereto, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default throughout the world, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Terms of the Agreement. The Assignor and the Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. Notwithstanding anything to the contrary herein, this Assignment is subject to the Purchase Agreement, and it shall not give rise to any recourse or remedy against the Assignor (or its Affiliates) except to the extent set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Further Assurances. As and when requested by any party and at such party’s expense, any other party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary to evidence and effectuate the transactions contemplated by this Assignment (including without limitation any and all title update documents required in any jurisdiction).

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or scanned PDF pages shall be effective as delivery of a manually executed counterpart to this Assignment.

6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

7. Successors and Assigns. This Assignment shall be binding upon, inure to the benefit of and be enforceable by, the Assignor and the Assignee and their respective permitted successors and assigns.

8. Headings. The headings of this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNOR:

ALLEVI, INC.

By: 
Name: Frank McCaney
Title: Chief Executive Officer

ASSIGNEE:

3D SYSTEMS, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their respective duly authorized officers as of the date first above written.

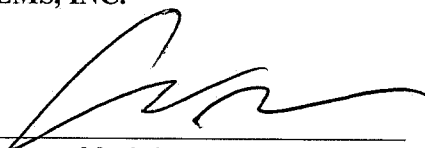
ASSIGNOR:

ALLEVI, INC.

By: _____
Name:
Title:

ASSIGNEE:

3D SYSTEMS, INC.

By:  _____
Name: Andrew M. Johnson
Title: Executive Vice President, Chief Legal Officer
and Secretary

SCHEDULE A

(i)

Patents

COUNTRY	REFERENCE #	TYPE	FILED	SERIAL #	ISSUED	PATENT #	STATUS
---------	-------------	------	-------	----------	--------	----------	--------

BIOEXTRUDER ASSEMBLY

UNITED STATES	412563-000035	NEW	26 Jul 2018	62/703,581			ABANDONED
---------------	---------------	-----	-------------	------------	--	--	-----------

BIOEXTRUDER ASSEMBLY

UNITED STATES	412563-000042	NEW	19 Jul 2019	62/876,208			EXPIRED
UNITED STATES	412563-000048	OTH	17 Jul 2020	63/053,000			PENDING

CURRENT DUE	ACTION
-------------	--------

5/17/2017	RMR – FF/CONV DUE – 7/17/2021
7/17/2021	FILE COMPLETE APPL
7/17/2021	FOREIGN FILING DUE
8/17/2021	UPDATE PRV STATUS

BIOPRINTER

UNITED STATES	412563-000030	NEW	25 Mar 2015	29/521,622	05 Jul 2016	D760,825	ISSUED
EUROPEAN PATENT CONV	412563-000031	CEQ	25 Sep 2015	002779983	25 Sep 2015	002779983-0001	ISSUED

CURRENT DUE	ACTION
-------------	--------

6/25/2021	RMR – RENEWAL DUE 9/25/2021
9/25/2021	RENEWAL DUE

ENCLOSED BIOCARTRIDGES TO FACILITATE AND EXPEDITE THE USE OF BIOPRINTERS

WIPO	412563-000012	CEQ					PROPOSED
UNITED STATES	412563-000052	CON					PROPOSED

CURRENT DUE	ACTION
-------------	--------

5/3/2021	RMR – CONTINUATION APP DUE – 5/19/2021
5/19/2021	CONTINUATION APP DUE

UNITED STATES	412563-000010	NEW	24 Marc 2014	61/969,832			EXPIRED
UNITED STATES	412563-000011	OTH	05 Sep 2014	62/046,279			EXPIRED
EUROPEAN PATENT CONV	412563-000014	DCA	25 Mar 2015	15767892.1			PENDING

COUNTRY	REFERENCE #	TYPE	FILED	SERIAL #	ISSUED	PATENT #	STATUS
---------	-------------	------	-------	----------	--------	----------	--------

CURRENT DUE	ACTION
-------------	--------

12/25/2021 RMR – ANNUITY DUE – 3/25/2022
2/16/2022 STATUS CHECK
3/25/2022 ANNUITY DUE

CANADA 412563-000015 DCA 25 Mar 2015 2,943,965 ALLOWED

CURRENT DUE	ACTION
-------------	--------

6/14/2021 RMR – ISSUE FEE/DIV DUE – 8/14/2021
8/14/2021 ISSUE FEE DUE
8/14/2021 DIVISIONAL
12/25/2021 RMR – ANNUITY DUE – 3/25/2022
3/25/2022 ANNUITY DUE

AUSTRALIA 412563-000016 DCA 25 Mar 2015 2015236104 ABANDONED

JAPAN 412563-000017 DCA 25 Mar 2015 2017-502919 ABANDONED

SOUTH KOREA 412563-000018 DCA 25 Mar 2015 10-2016-7029650 ABANDONED

SINGAPORE 412563-000019 DCA 25 Mar 2015 11201607898X ABANDONED

UNITED STATES 412563-000013 DCA 23 Sep 2016 15/128,632 24 Dec 2019 10,512,552 ISSUED

CURRENT DUE	ACTION
-------------	--------

6/24/2023 1ST MAINT FEE DUE
6/24/2027 2ND MAINT FEE DUE
6/24/2031 3RD MAINT FEE DUE

UNITED STATES 412563-000045 CON 23 Dec 2019 16/725,127 19 Jan 2021 10,893,956 ISSUED

CURRENT DUE	ACTION
-------------	--------

4/19/2024 RMR – 1ST MAINT FEE DUE – 7/19/2024
7/19/2024 1ST MAINT FEE DUE
7/19/2028 2ND MAINT FEE DUE
7/19/2032 3RD MAINT FEE DUE

UNITED STATES 412563-000049 CON 28 May 2020 16/885,689 ALLOWED

CURRENT DUE	ACTION
-------------	--------

5/3/2021 RMR – ISSUE FEE/DIV DUE – 5/19/2021
5/19/2021 ISSUE FEE DUE

EXTRUSION HYDROGELS AND USE THEREOF

UNITED STATES 412563-000021 OTH NOT FILED

WIPO 412563-000022 CEQ NOT FILED

COUNTRY	REFERENCE #	TYPE	FILED	SERIAL #	ISSUED	PATENT #	STATUS
---------	-------------	------	-------	----------	--------	----------	--------

UNITED STATES	412563-000020	NEW	04 Apr 2017	62/481,247			EXPIRED
---------------	---------------	-----	-------------	------------	--	--	---------

MODULAR PRINT BED FOR 3D BIOPRINTER

UNITED STATES	412563-000047	NEW	09 Jun 2020	63/036,546			PENDING
---------------	---------------	-----	-------------	------------	--	--	---------

CURRENT DUE	ACTION
-------------	--------

5/8/2021	RMR – FF/CONV DUE – 6/9/2020
6/9/2021	FOREIGN FILING DUE
6/9/2021	FILE COMPLETE APPL
7/9/2021	UPDATE PRV STATUS

UNITED STATES	412563-000051	CON					PROPOSED
---------------	---------------	-----	--	--	--	--	----------

CURRENT DUE	ACTION
-------------	--------

5/1/2021	RMR – CONTINUATION APP DUE – 5/17/2021
5/17/2021	CONTINUATION APP DUE

UNITED STATES	412563-000025	NEW	04 Apr 2017	62/481,305			EXPIRED
---------------	---------------	-----	-------------	------------	--	--	---------

UNITED STATES	412563-000026	FCA	04 Apr 2018	15/945,435			ALLOWED
---------------	---------------	-----	-------------	------------	--	--	---------

CURRENT DUE	ACTION
-------------	--------

5/1/2021	RMR – ISSUE FEE/DIV DUE – 5/17/2021
5/17/2021	ISSUE FEE DUE
5/22/2021	RMR – CORRECTED APP PAPERS – 6/22/2021
6/22/2021	CORRECTED APP PAPERS

WIPO	412563-000027	CEQ	04 Apr 2018	PCT/US2018/026090			EXPIRED
------	---------------	-----	-------------	-------------------	--	--	---------

CANADA	412563-000043	DCA	04 Apr 2018	3,058,651			PENDING
--------	---------------	-----	-------------	-----------	--	--	---------

CURRENT DUE	ACTION
-------------	--------

1/4/2022	RMR – ANNUITY DUE – 4/4/2022
4/4/2022	ANNUITY DUE
1/4/2023	RMR – REQUEST EXAM 0 4/4/2023
4/4/2023	RELATED ART/CASE INFO
4/4/2023	REQUEST EXAMINATION

EUROPEAN PATENT CONV	412563-000044	DCA	04 Apr 2018	18781772.1			PUBLISHED
----------------------	---------------	-----	-------------	------------	--	--	-----------

CURRENT DUE	ACTION
-------------	--------

7/8/2021	STATUS CHECK
1/4/2022	RMR – ANNUITY DUE – 4/4/2022
4/4/2022	ANNUITY DUE

SYSTEMS AND METHODS FOR NETWORKED BIOPRINTING

UNITED STATES	412563-000041	NEW	05 Nov 2019	62/930,606			EXPIRED
---------------	---------------	-----	-------------	------------	--	--	---------

COUNTRY	REFERENCE #	TYPE	FILED	SERIAL #	ISSUED	PATENT #	STATUS
---------	-------------	------	-------	----------	--------	----------	--------

WIPO	412563-000050	CEQ	03 Nov 2020	PCT/US2020/058680			PENDING
------	---------------	-----	-------------	-------------------	--	--	---------

CURRENT DUE	ACTION
-------------	--------

6/5/2021	RMR – DEMAND DUE 9/5/21
6/5/2021	RMR – RESP TO WRITTEN OPN – 9/5/2021
9/5/2021	DEMAND CHAPTER II
9/5/2021	RESP TO WRITTEN OPN
2/5/2022	RMR – PCT 30 MO – 5/5/22
5/5/2022	PCT 30 MO DEADLINE

SYSTEMS AND METHODS FOR THE AUTOMATED DISPENSING OF LIQUID AND AUTOMATED LAYERING OF LIQUID HYDROGEL PATTERNS USING A BIOPRINTER

UNITED STATES	412563-000033	NEW	22 Jun 2018	62/688,668			EXPIRED
UNITED STATES	412563-000034	CIP	27 Jun 2018	62/690,730			EXPIRED
UNITED STATES	412563-000038	FCA	24 Jun 2019	16/450,610			PUBLISHED

CURRENT DUE	ACTION
-------------	--------

7/24/2022	STATUS CHECK
-----------	--------------

WIPO	412563-000039	CEQ	24 Jun 2019	PCT/US2019/038742			EXPIRED
------	---------------	-----	-------------	-------------------	--	--	---------

SYSTEMS AND METHODS FOR THREE DIMENSIONAL PRINTING OF BIOLOGICAL STRUCTURES

UNITED STATES	412563-000032	NEW	09 May 2018	62/669,107			EXPIRED
UNITED STATES	412563-000037	OTH	09 May 2019	62/845,394			ABANDONED

Trademarks

Mark	Jurisdiction	Application Date (AD)/Registration Date (RD)	Application No. (AN)/Registration No. (RN)	Status
ALLEVI	U.S.	AD: 18-Oct-2017 RD: 24-Dec-2019	AN: 87/649,935 RN: 5,944,709	Registered TM
ALLEVI	Canada	AD: 26-Oct-2017 RD: 28-Oct-2019	AN: 1,864,774 RN: TMA1,060,929	Registered TM
BUILD WITH LIFE	U.S.	AD: 15-Jul-2016 RD: 16-May-2017	AN: 87/105,595 RN: 5,203,404	Registered TM
BUILD WITH LIFE	Canada	AD: 13-Jan-2017 RD: 27-Aug-2018	AN: 1,818,067 RN: TMA1,003,684	Registered TM

Copyrights

None.

Domain Names

Domain	Status	Auto-Renew	Expiration
allevi.us.com	Active	On	10/3/21
allevi3d.com	Active	On	9/25/21
alleviacademy.com	Active	On	4/2/22
allevi-academy.com	Active	On	4/2/22
allevibio.com	Active	On	9/25/21
bioassemblybot.com	Active	On	11/3/21
biobot1.com	Active	On	10/23/21
biobot2.com	Active	On	4/11/22
biobotbasic.io	Active	On	11/2/21
biobotbasic.com	Active	On	11/3/21
biobotbasic.net	Active	On	11/3/21
biobotbasic.site	Active	On	11/3/21
biobotlabs.io	Active	On	5/19/22
biobotsbasic.co	Active	On	11/2/21
biobotsbasic.io	Active	On	11/3/21
biobotscompany.com	Active	On	7/19/21
biobotsinc.com	Active	On	10/23/21
biobotsprinters.com	Active	On	10/23/21
biolabbot.com	Active	On	7/16/21
bioprintallevi.com	Active	On	8/20/21
bioslicer.com	Active	On	8/3/21
buildwithlife.com	Active	On	11/3/21
titanbio.com	Active	On	6/8/21

Other Intellectual Property

None.

(ii)

Unregistered Intellectual Property

1. The Content of the website published at allevi3d.com is original to Seller.
2. Bioprint Essential and Bioprint Pro Software, and other Software, documentation, and copyright works that are used in connection with Seller's printer products are original to Seller.