

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM662610

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900625468		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HSBC BANK USA, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		06/22/2021	NATIONAL ASSOCIATION: NEW YORK
RECEIVING PARTY DATA			
Name:	3D Systems, Inc.		
Street Address:	333 Three D Systems Cir.		
City:	Rock Hill		
State/Country:	SOUTH CAROLINA		
Postal Code:	29730-7811		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4279169	QUICKPARTS	
Registration Number:	2541884	QUICKQUOTE	
Registration Number:	2530901	QUICKPARTS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2125490410		
Email:	shorne@reedsmith.com		
Correspondent Name:	LEE ANN DILLON		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	22nd floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	837822.20112		
NAME OF SUBMITTER:	Lee Ann Dillon		
SIGNATURE:	/Lee Ann Dillon/		
DATE SIGNED:	07/26/2021		

Total Attachments: 4

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PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of June 22, 2021, is executed by HSBC Bank USA, National Association, as Administrative Agent (the "Administrative Agent"), in favor of 3D Systems, Inc., a California corporation (the "Grantor").

RECITALS

WHEREAS, in connection with the Security Agreement, dated as of February 27, 2019 (as amended, amended and restated, supplemented or otherwise modified to the date hereof, the "Security Agreement"), among the Administrative Agent, the Grantor and the other grantors party thereto, the Grantor entered into that certain Trademark Security Agreement dated as of February 27, 2019 (the "Trademark Security Agreement"), whereby the Grantor unconditionally pledged and granted a continuing security interest to the Administrative Agent, for the ratable benefit of the Secured Parties (as defined in the Trademark Security Agreement), a security interest in all Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Assignment Division of the United States Patent and Trademark Office (the "USPTO") on February 27, 2019 at Reel 6575 and Frame 0768;

WHEREAS, the Grantor has requested that the Administrative Agent release its liens on, and security interests in, that portion of the Trademark Collateral set forth on Schedule A attached hereto (the "Released Trademark Collateral");

WHEREAS, the release of the Released Trademark Collateral is permissible pursuant to Section 8.2.7(h) of that certain Credit Agreement, dated as of February 27, 2019 (as amended by that certain Amendment No. 1 to Credit Agreement dated as of September 30, 2019, that certain Amendment No. 2 to Credit Agreement dated as of October 9, 2020, and as further amended, amended and restated, supplemented or otherwise modified to the date hereof, the "Credit Agreement"; capitalized terms not otherwise defined herein shall have the meanings given thereto in the Credit Agreement), by and among the Grantor, as borrower, the guarantors party thereto, the lenders party thereto, and the Administrative Agent; and

WHEREAS, the Administrative Agent is authorized to take any action to effect the foregoing as reasonably requested by the Grantor, including execution of this Agreement, in accordance with Section 10.13(a) of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Administrative Agent hereby states as follows:

1. Release of Security Interest in Released Trademark Collateral. The Administrative Agent hereby immediately and automatically terminates, releases and discharges all of its lien on and security interest in the Released Trademark Collateral, and immediately and automatically reassigns, without representation, recourse or warranty, any and all right, title and

interest that it may have in or to the Released Trademark Collateral to the Grantor. Notwithstanding anything herein to the contrary, this Agreement only relates to the Released Trademark Collateral and nothing contained herein shall limit, modify, affect or impair the rights of the Administrative Agent or the Secured Parties (as defined in the Trademark Security Agreement) in the remaining Trademark Collateral of the Grantor not expressly released hereby, and the Security Agreement and the Trademark Security Agreement shall continue in full force and effect in respect of such remaining Trademark Collateral.

2. Authorization of Filings. In connection with this Agreement, the Administrative Agent or its counsel will file a copy of this Agreement with the USPTO.

3. Severability. If any provision of this Agreement, or the application thereof to any party or any circumstance, is held invalid or unenforceable, the remainder of this Agreement and the application of such provision to any other party and any other circumstances will not be affected thereby, the provisions of this Agreement being severable in any such instance.

4. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Agreement by its duly authorized officer as of the date first above written.

HSBC BANK USA, NATIONAL ASSOCIATION,
as the Administrative Agent

By



Name: ERSHAD SATTAR

Title: VP

SCHEDULE A

TRADEMARK COLLATERAL

Grantor	Mark	Jurisdiction	Registration No.	Registration Date
3D SYSTEMS, INC.	QUICKPARTS	U.S.	4279169	22-JAN-2013
3D SYSTEMS, INC.	QUICKQUOTE	U.S.	2541884	19-FEB-2002
3D SYSTEMS, INC.	QUICKPARTS	U.S.	2530901	15-JAN-2002