### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM719280

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900669770

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
3D Systems, Inc.		09/10/2021	Corporation: DELAWARE
Quickparts.com, Inc.		09/10/2021	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	QuickParts Acquisition, Inc.	
Street Address:	620 S. Industrial Way	
City:	Seattle	
State/Country:	WASHINGTON	
Postal Code:	98108	
Entity Type:	Corporation: DELAWARE	

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4279169	QUICKPARTS
Registration Number:	2530901	QUICKPARTS
Registration Number:	2541884	QUICKQUOTE

### **CORRESPONDENCE DATA**

Fax Number:

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.

Phone: 4153983141

Email: iplaw@evoke.law

Correspondent Name: Mary L. Shapiro

Address Line 1: 201 Spear Street, Suite 1100, #16
Address Line 4: San Francisco, CALIFORNIA 94105

NAME OF SUBMITTER:Nicole A. KatsinSIGNATURE:/Nicole A. Katsin/DATE SIGNED:04/06/2022

**Total Attachments: 8** 

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#### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "<u>Assignment</u>"), effective as of September 10, 2021 (the "<u>Effective Date</u>"), is entered into by and among 3D Systems, Inc., a California corporation ("<u>3D US</u>"), Quickparts.com, Inc., a Delaware corporation (together with 3D US, the "<u>Assignors</u>" and each, an "<u>Assignor</u>"), and QuickParts Acquisition, Inc., a Delaware corporation (the "<u>Assignee</u>").

#### RECITALS

WHEREAS, the Assignors, the Assignee, 3D Systems Italia Srl, an Italian private limited company 3D Systems France Sarl, a French private limited company, 3D Systems Europe Limited, a United Kingdom private company limited by shares, and 3D Systems Corporation, a Delaware corporation, entered into that certain Asset Purchase Agreement, dated as of June 1, 2021 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement and the Disclosure Schedules thereto, the Assignors have agreed to assign to the Assignee (and the Assignee has agreed to accept the assignment of), the Business Intellectual Property, including without limitation the rights identified on <u>Schedule A</u> 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 Assignors pursuant to the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Definitions</u>. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Purchase Agreement.
- Assignment. As of the Effective Date, each Assignor hereby transfers and assigns to the 2. Assignee, and the Assignee hereby accepts, all right, title and interest in and to the Business Intellectual Property, including without limitation the rights identified on Schedule A attached hereto, and (a) all common law rights and goodwill associated with any of the foregoing, free and clear of all Liens (except for Permitted Liens), (b) any patents issuing on patent applications, divisionals, continuations, and continuations-in-part of any patent applications included in such Business Intellectual Property and any and all reissues and reexaminations of any of the foregoing, (c) claims of all foreign applications and patents that are directed to subject matter specifically described in such Business Intellectual Property, (d) any other patent claiming priority to any of the foregoing, and (e) all inventions disclosed or claimed in any of the foregoing, together with (i) all rights to royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the foregoing, (ii) any and all claims and causes of action arising from or with respect thereto (regardless of whether or not such claims and causes of action have been asserted by the Assignors), 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, and retain, any such damages, and (iii) equivalent rights that, now or hereafter, may be secured under the Laws of any jurisdiction, including all registrations, renewals, extensions, combinations and applications for any of the rights referred to above in this Section 2. Each Assignor authorizes and requests that the United States Patent and Trademark Office, and the corresponding entities in any foreign countries or multinational authorities (as applicable), record Assignee as owner of the Business Intellectual Property).

- 3. <u>Terms of the Agreement</u>. Each 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 Assignors (or their 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. <u>Further Assurances</u>. 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. <u>Counterparts</u>. 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. <u>Governing Law</u>. 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. <u>Successors and Assigns</u>. This Assignment shall be binding upon, inure to the benefit of and be enforceable by, the Assignors and the Assignee and their respective permitted successors and assigns.
- 8. <u>Headings</u>. 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 Intellectual Property Assignment Agreement to be executed by their respective duly authorized officers as of the date first above written.

**ASSIGNORS:** 

3D SYSTEMS, INC.

By:

Name: Andrew M. Johnson
Title: EVP, Chief Legal Officer and Secretary

QUICKPARTS.COM, INC.

Name: Andrew M. Johnson

Title: EVP, Chief Legal Officer and Secretary

### **ASSIGNEE:**

QUICKPARTS ACQUISITION, INC.

By: \_\_\_\_\_\_Name: Charles Fleischmann

Title: President

# SCHEDULE A

# **Patents**

Patent No.	Country	)	Application Serial Number	Issue Date	Comments
7,305,367	USA	December 13, 2000	09/736,555	December 4, 2007	Expires February 3, 2022 per Patent Term Adjustment

# <u>Trademarks</u>

Mark	Country	Filing Date	Serial Number	Registration Date	Registration Number	Comments
Quickparts	USA	May 31, 2012	85639628	January 22, 2013	4279169	Principal Register
Quickparts	USA	January 5, 2000	75880485	January 15, 2002	2530901	Supplemental Register
Quickquote	USA	January 5, 2000	75880491	February 19, 2002	2541884	Supplemental Register
Quickparts	Brazil	November 22, 20213	840715749	July 26, 2016	840715749	
ODM	N/A	N/A	N/A	N/a	N/A	Unregistered trademark

# Domain Names

ODM Domain Names Transfer List	TLD	Ownership Date	Expiration Date
3dproparts.com	.COM	12/2/2009	8/31/2021
approto.com	.COM	12/17/2015	9/15/2021
atirapid.com	.COM	3/22/2011	6/2/2021
acucast.com	.COM	12/17/2009	9/22/2024
buyfdm.com	.COM	2/27/2018	12/26/2021
cadincolor.com	.COM	2/8/2018	6/27/2021
dpt-fast.com	.COM	5/5/2010	12/10/2023
dptfast.com	.COM	5/5/2010	12/26/2023

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ODM Domain Names Transfer List	TLD	Ownership Date	Expiration Date
expresspattern.com	.COM	10/15/2010	4/11/2022
moellerdesign.com	.COM	5/5/2010	3/8/2022
moellerdesign.net	.NET	6/30/2010	6/5/2021
moellerdesign.org	.ORG	6/30/2010	6/5/2021
prototypesnow.com	.COM	2/20/2018	7/26/2021
quickarc.cn	.CN	2/27/2018	8/24/2021
quickarc.com.cn	.COM.CN	2/27/2018	8/24/2021
quickarc.org	.ORG	2/27/2018	8/24/2021
quickcutenc.com	.COM	2/8/2018	4/7/2022
quickmaterials.com	.COM	2/27/2018	8/2/2021
quickparts.com	.COM	4/2/2018	4/6/2028
quickparts.com.cn	.COM.CN	2/27/2018	8/24/2021
quickparts.com.mx	.COM.MX	11/11/2013	11/11/2021
quickparts.info	.INFO	8/9/2011	10/18/2026
quickparts.mx	.MX	11/11/2013	11/11/2021
quickparts.org	.ORG	9/12/2011	7/26/2025
quickpartscad.com	.COM	9/12/2011	6/11/2021
quickpartschina.com	.COM	2/27/2018	8/11/2021
quickpartseurope.com	.COM	2/27/2018	8/11/2021
quickpartsjapan.com	.COM	2/27/2018	8/11/2021
quickprint3d.com	.COM	2/20/2018	7/20/2021
quickprints3d.com	.COM	9/10/2018	7/29/2021
quickproduction.com	.COM	2/20/2018	7/12/2021
quickqualityparts.com	.COM	2/20/2018	7/12/2021
quickquote3d.com	.COM	9/12/2011	11/15/2023
laserrepro.com	.COM	10/8/2015	1/18/2024
3dprintstore.com	.COM	2/20/2018	7/20/2021
3dxpressparts.com	.COM	5/3/2018	2/7/2022

ODM Domain Names Transfer List	TLD	Ownership Date	Expiration Date
absprototypes.com	.COM	2/8/2018	5/29/2022
americanprecisionprototyping.com	.COM	5/3/2018	6/27/2021
buysla.com	.COM	2/27/2018	12/26/2021
cad2prototype.com	.COM	9/12/2011	6/27/2021
partquoter.com	.COM	9/12/2011	2/4/2024
partrfq.com	.COM	3/6/2018	1/19/2022
partsalestech.com	.COM	3/6/2018	2/4/2022
partsincolor.com	.COM	9/12/2011	6/27/2025
partsmonitor.com	.COM	2/27/2018	8/9/2021
partsquoter.com	.COM	9/12/2011	12/26/2021
partstrax.com	.COM	2/27/2018	8/9/2021
partviewer.com	.COM	9/12/2011	3/27/2022
partvision.com	.COM	2/27/2018	8/17/2021
patent2part.com	.COM	9/12/2011	3/16/2022
patenttopart.com	.COM	9/12/2011	3/16/2022
platedparts.com	.COM	9/12/2011	6/27/2025
FDMPARTS.COM	.COM		12/26/2023
FDMPROTOTYPES.COM	.COM		12/28/2021
FDMQUOTE.COM	.COM		12/26/2023
FDMQUOTES.COM	.COM		12/26/2023
METALPROTOTYPES.COM	.COM		11/29/2025
NEXTDAYSLA.COM	.COM		12/26/2025
ONLINEPROTOTYPES.COM	.COM		12/26/2025
QP3D.COM	.COM		8/17/2021
QPPROD.COM	.COM		12/13/2021
QUICK3DMODELS.COM	.COM		7/29/2021
QUICK3DPRINT.COM	.COM		7/29/2021
QUICK3DPRINTER.COM	.COM		7/20/2021

ODM Domain Names Transfer List	TLD	Ownership Date	Expiration Date
QUICK3DPRINTERS.COM	.COM		7/20/2021
QUICK3DPRINTING.COM	.COM		7/20/2021
QUICK3DPRINTS.COM	.COM		7/29/2021
QUICKQUOTETECH.COM	.COM		1/29/2022
SAMEDAYPROTOTYPES.COM	.COM		3/24/2022
SAMEDAYRP.COM	.COM		3/24/2022
SLAPROTOTYPES.COM	.COM		12/28/2021
SLAPARTS.COM	.COM		12/26/2025
SLSPROTOTYPES.COM	.COM		12/28/2021
SOLIDWORKSQUOTE.COM	.COM		1/18/2022