FORM PTO-1619A Expres 08/30/99 OM8 0651-0027

06-28-1999

U.S. Department of Commerce Patent and Trademark Office PATENT



me0 6-24-99

06/8 01 F

101078710

RECORDATION FORM COVER SHEET

TO: The Comr	missioner of Patents and Trademark	rks: Please record the attached original document(s) or copy(ies).
Submission	Туре	Conveyance Type
X New		Assignment X Security Agreement
Documer		License Change of Name
Correction	n of PTO Error Frame #	Merger Other
_	e Document	U.S. Government (For Use ONLY by U.S. Government Agencies)
Reel #	Frame #	Departmental File Secret File
Conveying F	Party(ies)	Mark if additional names of conveying parties attached Execution Date
Name (line 1)	DTM CORPORATION	Month Day Year
Name (line 2)		
Second Party		Execution Date Month Day Year
Name (line 1)		
Name (line 2)		
Receiving P	arty	Mark if additional names of receiving parties attached
Name (line 1)	SILICON VALLEY BANK	If document to be recorded is an assignment and the
Name (line 2)	· · · · · · · · · · · · · · · · · · ·	receiving party is not domiciled in the United
ا ا محموله		States, an appointment of a domestic
Address (line 1)	3003 Tasman Drive	representative is attached. (Designation must be a
Address (line 2)		Separate document from Assignment.)
Address (line 3)	Santa Clara	California 95054
Domestic Re	epresentative Name and Ad	State/Country Zip Code
•		Enter for the first Receiving Party only.
Name		
Address (line 1)		
Address (line 2)		
-		
Address (line 3)		
Address (line 4)		
5/1 999 BMG UYEN 00 C:561	1240.00 DP	FOR OFFICE USE ONLY

Public burden reporting for this collection of the comment is estimated to everage approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Petent and Trademark Office, Chief Information Officer. Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0851-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0851-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information TENT

Commissioner of Patents and Trademarks, Box Assignments Washington D.C. 20231

REEL: 010043 FRAME: 0704

FORM PTO-1619B Expres 08/30/99 OMB 0651-0027	Page 2	U.S. Department of Commerce Patent and Trademark Office PATENT
Correspondent Name and Address	Area Code and Telephone Number	310-471-3000
Name Levy, Small & Lallas	Attn: Sebastian Camua	
Address (line 1) 815 Moraga Drive		
Address (line 2) Los Angeles, California	90049	
Address (line 3)		
Address (line 4)		
Pages Enter the total number of pa including any attachments.	ages of the attached conveyance docu	Jment # 39
Application Number(s) or Patent Nur	mber(s) X Mark	if additional numbers attached
Enter either the Patent Application Number or the Patent Application Number(s)		· · · · · · · · · · · · · · · · · · ·
	4,247,508	132,143 4,938,816 5,017,753
If this document is being filed together with a <u>new</u> Pate		076,869 5,155,324 Nonth Day Year
signed by the first named executing inventor.		
Patent Cooperation Treaty (PCT) Enter PCT application number	PCT PCT	PCT
only if a U.S. Application Number has not been assigned.	F PCT PCT	PCT
Number of Properties	tal number of properties involved.	# 31
Fee Amount Fee Amount	for Properties Listed (37 CFR 3.41):	\$
Method of Payment: Encl	osed Deposit Account	
Deposit Account (Enter for payment by deposit account or if add	litional fees can be charged to the account.) Deposit Account Number:	#
	Authorization to charge additional fees:	Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Sebastian Camua

Name of Person Signing

wou

Signature

06/21 /99 **Date**

PATENT

FORM PTO-1619C Expres 06/30/99 OMB 0651-0027

RECORDATION FORM COVER SHEET CONTINUATION PATENTS ONLY

U.S. Department of Commerce Patent and Trademark Office PATENT

· · · · · · · · · · · · · · · · · · ·	TAILUIS ONLI		
Conveying Pa		arties attached	Execution Date
Enter additional C	onveying Parties		Month Day Year
Name (line 1)			
Name (line 2)		-	ا ا
	:		Execution Date Month Day Year
Name (line 1)			
Name (line 2)]
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			Execution Date Month Day Year
Name (line 1)			month bay rear
			-
Name (line 2)		· · · · · · · · · · · · · · · · · · ·	
Receiving Par	rty(ies) Mark if additional names o	f receiving part	ies attached
Enter additional R	eceiving Party(les)		
Name (line 1)			if document to be recorded is an assignment and the
Name (line 2)			receiving party is not domiciled in the United
(()			States, an appointment of a domestic representative
Address (line 1)			is attached. (Designation must be a separate
Address (line 2)			document from Assignment.)
Addition (iiia)			
Address (line 3)	City State/Country	Zip Co	
			~~
Name (line 1)			If document to be recorded is an assignment and the
Name (line 2)			receiving party is not domiciled in the United
			States, an appointment of a domestic representative is
Address (line 1)			attached. (Designation must be a separate document from
Address (line 2)			Assignment)
Address (line 3)	City State/Country	Zip	Code
Application N	umber(s) or Patent Number(s) X Mark if additional nu	mbers attached	ı
	Patent Application Number or the Patent Number (DO NOT ENTER BOTH no		
Pa	tent Application Number(s)	Patent Nurr	
	5,155,321	5,156,69	5,147,587
	5,182,170	5,252,26	5,316,580
			\overline{Z}
	5.296.062	<u>[5.342.91</u>	[5,304,329]
	5,430,666	5,352,40	5,385,780
	5,382,308	5,597,58	5,527,877
	, 3,302,308	ر بهور در	(3,321,011)

REEL: 010043 FRAME: 0706

FORM PTO-1619C Expres 06/30/99 OMB 0651-0027

RECORDATION FORM COVER SHEET CONTINUATION PATENTS ONLY

U.S. Department of Commerce Patent and Trademark Office PATENT

Name (line 1) Name (line 2) Execution D Month Day Name (line 2) Execution D Month Day Name (line 2) Receiving Party(les) Enter additional Receiving Party(les) Name (line 1) Name (line 2) Address (line 2) Address (line 3) Name (line 1) Address (line 2) Address (line 2) Address (line 2) Address (line 3) City State/Country State/Country Address (line 2) Address (line 2) Address (line 2) Address (line 3) City State/Country Lip Code Address (line 2) Address (line 3) City State/Country Lip Code	Year ate Year
Name (line 1) Name (line 2) Execution D Month Day Name (line 2) Execution D Month Day Name (line 2) Execution D Month Day Name (line 2) Receiving Party(ies) Name (line 2) If document to be is an assignment activing parties attached Enter additional Receiving Party(les) Name (line 1) Name (line 2) Address (line 1) Address (line 3) City State/Country State/Country Lip Code Address (line 2) Address (line 3) Address (line 3) Address (line 2) Address (line 3) City State/Country Lip Code Address (line 3) Address (line 3) City State/Country Lip Code Address (line 3) Address (line 3) City State/Country Lip Code	ate Year
Name (line 2) Name (line 1) Name (line 2) Execution D Month Day Name (line 1) Name (line 2) Receiving Party(ies) Enter additional Receiving Party(ies) Name (line 1) Name (line 2) Address (line 1) Address (line 2) Address (line 3) City State/Country Address (line 2) City State/Country Zip Code	Year
Name (line 1) Name (line 2) Receiving Party(ies) Execution D Month Day Name (line 2) Receiving Party(ies) If document to be is an assignment receiving parties attached Enter additional Receiving Party(ies) Name (line 1) Name (line 2) Address (line 1) Address (line 2) Address (line 3) City State/Country City State/Country City State/Country Address (line 2)	Year
Name (line 1) Name (line 2) Execution D Month Day Name (line 1) Name (line 2) Receiving Party(ies) Enter additional Receiving Party(ies) Name (line 1) Name (line 2) Address (line 1) Address (line 2) Address (line 3) City State/Country Address (line 2) Address (line 2) Address (line 2) Address (line 3) Address (line 2) Address (line 2) Address (line 2) Address (line 2) Address (line 3) City State/Country Address (line 2)	nte
Name (line 1) Name (line 2) Receiving Party(ies) Enter additional Receiving Party(ies) Name (line 1) Name (line 2) Address (line 1) Address (line 2) Name (line 2) Address (line 2) Name (line 2) Address (line 3) City State/Country State/Country Address (line 2) Address (line 2) Address (line 2) Address (line 3) City State/Country Zip Code Address (line 2) Address (line 2) Address (line 3) Address (line 2) Address (line 2) Address (line 2) Address (line 3) Address (line 3) City State/Country Zip Code Address (line 2) Address (line 2) Address (line 2) Address (line 2) Address (line 3) City State/Country Zip Code	
Name (line 1) Name (line 2) Receiving Party(ies) Enter additional Receiving Party(ies) Name (line 1) Name (line 2) Address (line 1) Address (line 2) Name (line 2) Address (line 3) City State/Country Address (line 2) Address (line 2) Address (line 3) City State/Country Lip Code Address (line 2) Address (line 2) Address (line 3) City State/Country Address (line 3) Address (line 3) City State/Country Address (line 3) Address (line 3) Address (line 3) City State/Country Zip Code Address (line 3) Address (line 3) Address (line 3) City State/Country Zip Code	Year
Receiving Party(ies) Enter additional Receiving Party(ies) Name (line 1) Name (line 2) Address (line 1) Address (line 2) Name (line 2) Address (line 3) City State/Country Address (line 1) If document to be is an assignment receiving party is domiciled in the Usage and Address (line 2) Address (line 3) City State/Country Zip Code Address (line 2) Address (line 2) Address (line 3) City State/Country Address (line 3) Address (line 3) Address (line 3) City State/Country Zip Code	
Enter additional Receiving Party(ies) Name (line 1)	
Name (line 1) If document to be is an assignment receiving party is domiciled in the I States, an appoin of a domestic representation of a domestic representa	
Name (line 2) Name (line 2) Address (line 1) Address (line 2) Address (line 2) Address (line 3) City State/Country Zip Code Name (line 2) Address (line 3) City State/Country Zip Code Address (line 2) Address (line 3) Address (line 3) Address (line 3) Address (line 3) City State/Country Zip Code Address (line 3) City State/Country Zip Code	
Name (line 2) Address (line 1) Address (line 2) Address (line 2) Address (line 3) City State/Country Zip Code Name (line 1) If document to be is an assignment. Name (line 2) Address (line 3) Address (line 2) Address (line 3) City State/Country Zip Code Assignment of the Line o	and the
Address (line 1) Address (line 2) Address (line 3) City State/Country Zip Code Name (line 1) Name (line 2) Address (line 2) Address (line 2) Address (line 3) Address (line 3) City State/Country Zip Code If document to be is an assignment receiving party adomicited in the U States, an appoint domestic represent attached. (Design be a separate doc Assignment.) Address (line 2) Address (line 3) City State/Country Zip Code	Inited
Address (line 2) Address (line 3) City State/Country Zip Code Name (line 1) If document to be is an assignment. receiving party is domicited in the U States, an appoint Address (line 1) Address (line 2) Address (line 2) Address (line 2) Address (line 3) City State/Country Zip Code	gnation
Name (line 1) Name (line 2) Address (line 2) Address (line 2) Address (line 3) City State/Country State/Country Zip Code If document to be is an assignment receiving party is domicited in the U States, an appoint domestic representation to the Company of the Country States (line 2) Address (line 3) City State/Country Zip Code	
Name (line 2) Name (line 2) Address (line 1) Address (line 2) Address (line 3) City State/Country State/Country Jis an assignment receiving party is domiciled in the U States, an appoint attached. (Design be a separate doc Assignment.)	
Name (line 2) Address (line 1) Address (line 2) Address (line 3) City State/Country domicited in the U States, an appoint domestic represent attached. (Design be a separate doc Assignment.) Zip Code	
Address (line 1) Address (line 2) Address (line 3) City State/Country domestic representant attached. (Design be a separate doc Assignment.) Zip Code	nited
Address (line 2) Address (line 3) City State/Country Zip Code	tative is ation must
City State/Country Zip Code	
	ļ
Application Number(s) or Patent Number(s) Mark if additional numbers attached	
Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).	
Patent Application Number(s) Patent Number(s)	
5,639,070 5,616,294 5,733	497
5,749,041 (5,640,667) (5,81	
5,648,450	,206
	, 206
	7,206

PATENT

REEL: 010043 FRAME: 0707

COLLATERAL ASSIGNMENT, PATENT MORTGAGE AND SECURITY AGREEMENT

This Collateral Assignment, Patent Mortgage and Security Agreement is made as of June 8, 1999 by and between DTM Corporation ("Assignor"), and Silicon Valley Bank, a California banking corporation ("Assignee").

RECITALS

- A. Assignee has agreed to lend to Assignor certain funds (the "Loans"), pursuant to a Loan and Security Agreement dated June 8, 1999 (the "Loan Agreement") and Assignor desires to borrow such funds from Assignee.
- B. In order to induce Assignee to make the Loans, Assignor has agreed to assign certain intangible property to Assignee for purposes of securing the obligations of Assignor to Assignee.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Assignment, Patent Mortgage and Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Assignor's present or future indebtedness, obligations and liabilities to Assignee, Assignor hereby assigns*, transfers, conveys and grants a security interest and mortgage to Assignee, as security, but not as an ownership interest, in and to Assignor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

* (to the extent assignable)

- (a) All of present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights listed in Exhibit A-1 to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Assignor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.
- States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, including without limitation the Unregistered Copyrights listed in Exhibit A-2 to this Agreement, and any and all royalties, payments, and other amounts payable to Assignor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights."
 - (c) All right, title and interest in and to any and all present and future license

agreements with respect to the Copyrights, including without limitation the license agreements listed in Exhibit A-3 to this Agreement (the "Licenses").

- (d) All present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to the Copyrights.
- (e) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (f) Any and all design rights which may be available to Assignor now or hereafter existing, created, acquired or held;
- (g) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
- (h) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks")
- (i) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (j) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (k) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (l) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

THE INTEREST IN THE COLLATERAL BEING ASSIGNED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT, BUT AS A CONTINGENT ASSIGNMENT TO SECURE ASSIGNOR'S OBLIGATIONS TO ASSIGNEE UNDER THE LOAN AGREEMENT.

- 2. <u>Authorization and Request.</u> Assignor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this conditional assignment.
- 3. <u>Covenants and Warranties.</u> Assignor represents, warrants, covenants and agrees as follows:
- (a) Assignor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Assignor to its customers in the ordinary course of business.
- (b) Listed on Exhibits A-1 and A-2 are all copyrights owned by Assignor, in which Assignor has an interest, or which are used in Assignor's business.

-2-

- (c) Each employee, agent and/or independent contractor who has participated in the creation of the property constituting the Collateral has either executed an assignment of his or her rights of authorship to Assignor or is an employee of Assignor acting within the scope of his or her employment and was such an employee at the time of said creation.
- (d) All of Assignor's present and future software, computer programs and other works of authorship subject to United States copyright protection, the sale, licensing or other disposition of which results in royalties receivable, license fees receivable, accounts receivable or other sums owing to Assignor (collectively, "Receivables"), have been and shall be registered with the United States Copyright Office prior to the date Assignor requests or accepts any loan from Assignee with respect to such Receivables and prior to the date Assignor includes any such Receivables in any accounts receivable aging, borrowing base report or certificate or other similar report provided to Assignee, and Assignor shall provide to Assignee copies of all such registrations promptly upon the receipt of the same.
- (e) Assignor shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Assignor all rights of authorship to any copyrighted material in which Assignor has or may subsequently acquire any right or interest.
- (f) Performance of this Assignment does not conflict with or result in a breach of any agreement to which Assignor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this Assignment constitutes an assignment.
- (g) During the term of this Agreement, Assignor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Assignor in the ordinary course of business or as set forth in this Assignment;
- (h) Each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;
- (i) Assignor shall promptly advise Assignee of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Assignor in or to any Trademark, Patent or Copyright not specified in this Assignment;
- (j) Assignor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Assignee in writing of material infringements detected and (iii) not allow any Trademarks, Patents, or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Assignee, which shall not be unreasonably withheld unless Assignor determines that reasonable business practices suggest that abandonment is appropriate.
- (k) Assignor shall promptly register the most recent version of any of Assignor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Assignee may reasonably request from time to time to perfect or continue the perfection of Assignee's interest in the Collateral;
- (I) This Assignment creates, and in the case of after acquired Collateral, this Assignment will create at the time Assignor first has rights in such after acquired Collateral, in favor of Assignee a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (m) below;

- (m) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests and assignment created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Assignor of the security interest granted hereby or for the execution, delivery or performance of this Assignment by Assignor in the U.S. or (ii) for the perfection in the United States or the exercise by Assignee of its rights and remedies thereunder;
- (n) All information heretofore, herein or hereafter supplied to Assignee by or on behalf of Assignor with respect to the Collateral is accurate and complete in all material respects.
- (o) Assignor shall not enter into any agreement that would materially impair or conflict with Assignor's obligations hereunder without Assignee's prior written consent, which consent shall not be unreasonably withheld. Assignor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Assignor's rights and interest in any property included within the definition of the Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.
- (p) Upon any executive officer of Assignor obtaining actual knowledge thereof, Assignor will promptly notify Assignee in writing of any event that materially adversely affects the value of any material Collateral, the ability of Assignor to dispose of any material Collateral or the rights and remedies of Assignee in relation thereto, including the levy of any legal process against any of the Collateral.
- 4. <u>Assignee's Rights.</u> Assignee shall have the right, but not the obligation, to take, at Assignor's sole expense, any actions that Assignor is required under this Assignment to take but which Assignor fails to take, after fifteen (15) days' notice to Assignor. Assignor shall reimburse and indemnify Assignee for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.
- 5. <u>Inspection Rights.</u> * Assignor hereby grants to Assignee and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Assignor, and any of Assignor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Assignor and as often as may be reasonably requested, but not more than one (1) in every six (6) months; provided, however, nothing herein shall entitle Assignee access to Assignor's trade secrets and other proprietary information.

* Subject to the terms of the Loan Agreement,

6. Further Assurances: Attorney in Fact.

(a) Upon an Event of Default, on a continuing basis thereafter, Assignor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including, appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Assignee, to perfect Assignee's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Collateral Assignment, or for assuring and confirming to Assignee the grant or perfection of a security

- (b) Upon an Event of Default, Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact, with full authority in the place and stead of Assignor and in the name of Assignor, Assignee or otherwise, from time to time in Assignee's discretion, upon Assignor's failure or inability to do so, to take any action and to execute any instrument which Assignee may deem necessary or advisable to accomplish the purposes of this Collateral Assignment, including:
- (i) To modify, in its sole discretion, this Collateral Assignment without first obtaining Assignor's approval of or signature to such modification by amending Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Assignor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Assignor no longer has or claims any right, title or interest; and
- (ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Assignor where permitted by law.
- 7. <u>Events of Default.</u> The occurrence of any of the following shall constitute an Event of Default under the Assignment:
 - (a) An Event of Default occurs under the Loan Agreement; or
- (b) Assignor breaches any warranty or agreement made by Assignor in this Assignment*.

* and fails to cure such breach within 10 calendar days of such breach

8. Remedies. * Upon the occurrence and continuance of an Event of Default, Assignee shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Assignor to assemble the Collateral and any tangible property in which Assignee has a security interest and to make it available to Assignee at a place designated by Assignee. Assignee shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Assignee to exercise its rights and remedies upon the occurrence of an Event of Default. Assignor will pay any expenses (including reasonable attorney's fees) incurred by Assignee in connection with the exercise of any of Assignee's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Assignee's rights and remedies with respect to the Collateral shall be cumulative.

* Subject to the terms of the Loan Agreement,

- 9. <u>Indemnity.</u> Assignor agrees to defend, indemnify and hold harmless Assignee and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Assignee as a result of or in any way arising out of, following or consequential to transactions between Assignee and Assignor, whether under this Assignment or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising form or out of Assignee's gross negligence or willful misconduct.
- 10. <u>Release</u>. At such time as Assignor shall completely satisfy all of the obligations secured hereunder, Assignee shall execute and deliver to Assignor all assignments and other

instruments as may be reasonably necessary or proper to terminate Assignee's security interest in the Collateral, subject to any disposition of the Collateral which may have been made by Assignee pursuant to this Agreement. For the purpose of this Agreement, the obligations secured hereunder shall be deemed to continue if Assignor enters into any bankruptcy or similar proceeding at a time when any amount paid to Assignee could be ordered to be repaid as a preference or pursuant to a similar theory, and shall continue until it is finally determined that no such repayment can be ordered.

- 11. <u>No Waiver</u>. No course of dealing between Assignor and Assignee, nor any failure to exercise nor any delay in exercising, on the part of Assignee, any right, power, or privilege under this Agreement or under the Loan Agreement or any other agreement, shall operate as a waiver. No single or partial exercise of any right, power, or privilege under this Agreement or under the Loan Agreement or any other agreement by Assignee shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege by Assignee.
- 12. <u>Rights Are Cumulative</u>. All of Assignee's rights and remedies with respect to the Collateral whether established by this Agreement, the Loan Agreement, or any other documents or agreements, or by law shall be cumulative and may be exercised concurrently or in any order.
- 13. <u>Course of Dealing.</u> No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.
- 14. <u>Attorneys' Fees.</u> If any action relating to this Assignment is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements.
- 15. Amendments. This Assignment may be amended only by a written instrument signed by both parties hereto. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Assignee greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Assignee under the Loan Agreement. This Agreement, the Loan Agreement, and the documents relating thereto comprise the entire agreement of the parties with respect to the matters addressed in this Agreement.
- 16. <u>Severability</u>. The provisions of this Agreement are severable. If any provision of this Agreement is held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such provision, or part thereof, in such jurisdiction, and shall not in any manner affect such provision or part thereof in any other jurisdiction, or any other provision of this Agreement in any jurisdiction.
- 17. <u>Counterparts.</u> This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.
- 18. <u>California Law and Jurisdiction</u>. This Assignment shall be governed by the laws of the State of California, without regard for choice of law provisions. Assignor and Assignee consent to the nonexclusive jurisdiction of any state or federal court located in Orange County, California.
- 19. <u>Confidentiality.</u> In handling any confidential information, Assignee shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this Assignment except that the disclosure of this information may be made (i) to the affiliates of the Assignee, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, provided that they have entered into a comparable confidentiality agreement in favor of Assignor and have delivered a copy to Assignor, (iii) as required by law, regulation, rule or order, subpoena judicial order or similar order and (iv) as may be required in connection with the

-6-

examination, audit or similar investigation of Assignee.

20. WAIVER OF RIGHT TO JURY TRIAL. ASSIGNEE AND ASSIGNOR EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO: (I) THIS AGREEMENT; OR (II) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN ASSIGNEE AND ASSIGNOR; OR (III) ANY CONDUCT, ACTS OR OMISSIONS OF ASSIGNEE OR ASSIGNOR OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH ASSIGNEE OR ASSIGNOR; IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the day and year first above written.

ASSIGNOR:

DTM Corporation

Title: VICE PRESIDENT OF FINANCE & ADMINISTRATION

Name (please print):

GEOFFREY W. KREIGER

Address of Assignor:

1611 Headway Circle, Building 2 Austin, Texas 78754

STATE OF	
On, 1999, before me, Notary	Public, personally appeared
personally known to me (or proved to me on the basis of satisf whose name(s) is/are subscribed to the within instrument and a executed the same in his/her/their authorized capacity(ies), and the instrument the person(s), or the entity upon behalf of which instrument.	factory evidence) to be the person(s) acknowledged to me that he/she/they that by his/her/their signature(s) on

Witness my hand and official seal.

Seal

OF TEAS STATE OF

EXHIBIT "A-1"

REGISTERED COPYRIGHTS

REG. NO. REG. DATE COPYRIGHT

EXHIBIT "A-2"

UNREGISTERED COPYRIGHTS

DESCRIPTION OF COPYRIGHTS

EXHIBIT "A-3"

DESCRIPTION OF LICENSE AGREEMENTS

Exhibit "B"

PATENTS

Patent Description/Title	Patent/Appl. No.	<u>Issue/File Date</u>
Molding Process	4,247,508	01/27/81
Method and Apparatus for Producing Parts By Selective Sintering	4,863,538	09/05/89
Selective Laser Sintering with Assisted Powder Handling	4,938,816	07/03/90
Multiple Material Systems for Selective Beam Sintering	4,944,817	07/31/90
Methods for Producing Parts	5,132,143	07/21/92
Method and Apparatus for Producing Parts By Selective Sintering	5,017,753	05/21/91
Selective Laser Sintering with Assisted Powder Handling	5,053,090	10/01/91
Multiple Material Systems for Selective Beam Sintering	5,076,869	12/31/91
A Method for Selective Laser Sintering with Layerwise Cross-Scanning	5,155,324	10/13/92
A Radiant Heating Apparatus for Providing Uniform Surface Temperature Useful in Selective Laser Sintering	5,155,321	10/13/92
Selective Laser Sintering of Parts by Compound Formation of Precursor Powders	5,156,697	10/20/92
Method of Producing Parts and Molds Using Composite Ceramic Powders	5,147,587	09/15/92
A Method of Producing Parts by Selective Interaction of Powder with Gas Phase Reagent	5,182,170	01/26/93
An Apparatus and Method for Producing Parts with Multi- Directional Powder Delivery	5,252,264	10/12/93
Method and Apparatus for Producing Parts By Selective Sintering	5,316,580	05/31/94
Multiple Material Systems for Selective Beam Sintering	5,296,062	03/22/94

Sinterable Semi-Crystalline Powder and Near-Fully Dense Article Formed Therewith	5,342,919	08/30/94
Method of Recovering Recyclable Unsintered Powder from the Part Bed of a Selective Laser Sintering Machine	5,304,329	04/19/94
Automated Method and Apparatus for Calibration of Laser Scanning in a Selective Laser Sintering Apparatus	5,430,666	07/04/95
Control of Selective Laser Sintering Via Control of the Laser Scan	5,352,405	10/04/94
Sinterable Mass of Polymer Powder having Resistance to Caking and Method of Preparing Mass	5,385,780	01/31/95
Multiple Material Systems for Selective Beam Sintering	5,382,308	01/17/95
Method and Apparatus for Producing Parts By Selective Sintering	5,597,589	01/28/97
Sinterable Semi-Crystalline Powder and Near-Fully Dense Article Formed Therewith	5,527,877	06/18/96
Method and Apparatus for Producing Parts By Selective Sintering	5,639,070	06/17/97
Method and Apparatus for Producing Parts By Infiltration of Porous Intermediate Parts	5,616,294	04/01/97
Composite Plastic Material for Selective Laser Sintering	5,733,497	03/31/98
Method of Forming Three-Dimensional Articles Using Thermosetting Materials	5,749,041	05/05/98
Laser Directed Fabrication of Full-Density Metal Articles Using Hot Isostatic Processing	5,640,667	06/17/97
Selective Laser Sintering of Polymer Powder of Controlled Particle Size Distribution	5,817,206	10/06/98
Sinterable Semi-Crystalline Powder and Near-Fully Dense Article Formed Therewith	5,648,450	07/15/97

EXHIBIT "C"

TRADEMARKS

MARK

REG./FILE DATE

APP./SERIAL NO.

STATUS

SEE attached listing.

-13-

Trademarks owned by DTM Corporation Updated: August 20, 1998

EXHIBIT "C" ATTACHMONT 1 1/21

						The second second		
Action(s): none.								
Status: This service mark was intentionally abandoned on 7/8/93.				8	74/063,299	05/23/90	United States	T001US40
Action(s): File Section 8 & 15 affidavits in year before 05/28/2000. Renew by 05/28/2004.	Canceled if not renewed.							
Status: Registered	Canceled if Section 8 affidavit not filed.	06/28/94	1,842,387	20	74/063,298	05/29/90	United States	T001US20
Action(s): Renew before 10/31/2004.	Other cancellation rules, if any, unknown, but may be requested from foreign counsel. Indeed, note that other U.K. counsel indicated a rule requiring use by a certain date.						Kingdom	
Status: Registered.	Canceled if not renewed.	10/31/94	1543214	\$	1543214	07/29/93	United	T001UK40

(15 U.S.C. § 1052(f)) provides such use is proof of distinctiveness of mark.					-			·
Status: Application expressly abandoned on 09/06/92 after rejections assenting lack of distinctiveness.				20	74/063,300	05/29/90	United States	T002US20
Action(s): Renew before 10/31/2004.				i			Kingdom	10020740
Status: Registered	Canceled if not renewed.	10/31/94	1543216	40	1543216	07/29/93	Inited	TOON IKAO
Action(s): Renew before 10/31/2004.		3	5	G	1343213	CEIRZIIO	Kingdom	1002089
Status Registered	Canceled if not renewed	1071701	1643215	В	1542215	27002		10001110
Status: Abandoned by intentionally not filing appeal to Court of Patent Appeals. Action(s): None				9, 40	93-08157	9/8/93	Sweden	T002SE
Action(s): None.								
Status: September 1996, Japan counsel withdrew application since no services were provided by DTM under the "SLS" mark.				40	100437/1993	10/01/93	Japan	T002JA40
Action(s): Renew between 09/13/06 and 03/12/07.					i			
Status: Registered.	Canceled if not renewed	03/12/97	3269541	7	100434/1993	10/01/93	Japan	T002JA7
Action(s): Renew before 11/17/2003. Use within 5 years from date of registration and do not interrupt use for more than 5 years.								
Status: Registered.	Canceled if not renewed.	12/19/95	665656	7, 9, 40	TO93C002213	11/17/93	Italy	100211
Action(s): Await India Trademark Office response (projected to occur in 2002)				•			ā ā	COCCIA
Status: Pending.				9	763703	07/01/97	India	NICOOT
Action(s): Mark must be used before 2/14/2001. Also, renewal should be filed before 01/31/2005.								
Status: Registered.	Canceled if not renewed.	02/14/96	2 912 782	9, 42	D 53 184/9 Wz	01/01/95	Germany	T002GE
Action(s): Renew before 08/03/2003				•				
Status: Registered.	Canceled if not renewed.	08/03/93	93479048	9.42	93479048	08/03/93	France	T002FR
Action(s): Materials regarding Brazilian practice under review by DTM.						for filing		
Status: None.		1	1	!	_	to be	Brazil	1002BR
	CANCELLATION AND RENEWAL CONSIDERATIONS	DATE	NUMBER					
STATUS AND ACTION ITEM(S)	REGISTRATION INFORMATION	REGISTRA		CLASS(ES)	SERIAL NO.	FILING DATE	COUNTRY	OUR FILE

Action(s): None.				ė	14)000,700	06/67/50	United States U5/29/90 / 4/003,700	T003US40
Status: This trademark was intentionally abandoned on 02/03/92.				3	74/002 760	25000		
Action(s): None.								, , , , , , ,
Status: This service mark was intentionally additioned on belonge.				20	74/063,140	05/29/90	United States 05/29/90 74/063,140	UCSI IEUUT
	CANCELLATION AND RENEWAL CONSIDERATIONS	DATE	NUMBER					
						DATE		NO.
SIA I GO ARRO ACTION TO EMILO	REGISTRATION INFORMATION	REGISTRAT		CLASS(ES)	SERIAL NO.	FILING	COUNTRY	OUR FILE
STATIS AND ACTION ITEMS					NG	SELECTIVE LASER SINTERING	SELECTIVE	Trademark:

Action(s): File Section 8 & 15 affidavits in year before 06/21/2000. Renew by 06/21/2004.	Canceled if not renewed.							
Status: Registered.	Canceled if Section 8 affidavit not filed.	06/21/94	1,840,338	ဖ	74/276,316	05/18/92	United States	T004US
Action(s): Renew by 07/29/2000.	Other cancellation rules, if any, unknown, but may be requested from foreign counsel. Indeed, note that other U.K. counsel indicated a rule requiring use by a certain date.						Kingdom	
Status: Registered.	Canceled if not renewed.	07/29/93	1543278	9	1543278	07/29/93	United	T004UK
Action(s): Renew before 09/16/2004.	5 years non-use can result in cancellation.							
Status: Registered.	Canceled if not renewed.	09/16/94	260806	9	93-08159	09/08/93	Sweden	T004SE
Status: Registered. Action(s): Renew between 09/13/06 and 03/12/07.	Canceled if not renewed	03/12/97	3269542	7	100436/1993	10/01/93	Japan	T004JA7
Status: Registered. Action(s): Renew before 11/17/2003. Use within 5 years from date of registration and do not interrupt use for more than 5 years.	Canceled if not renewed.	12/19/95	665655	7, 9	TO93C002212	11/17/93	Italy	T004IT
Status: Pending. Action(s): Await India Trademark Office response (projected to occur in 2002)				Ó	763705	07/01/97	India	T004IN
Action(s): None.								
Status: Approximately 05/24/95, application withdrawn after rejection of Request for Reconsideration in order to preserve future rights. File held in archives for 5 years and then destroyed by German Patent Office.		·		9, 42	D 53 185/9 Wz	08/05/93	Germany	1004GE
Status: Registered. Action(s): Renew before 08/03/2003.	Canceled if not renewed.	08/03/93	93479050	ပ	93479050	08/03/93	France	T004FR
Status: None. Action(s): Materials regarding Brazilian practice under review by DTM.	1	l	1		_	to be considered for filing	Brazil	T004BR
	CANCELLATION AND RENEWAL CONSIDERATIONS	DATE	NUMBER					
STATUS AND ACTION ITEM(S)	REGISTRATION INFORMATION	REGISTRAI		CLASS(ES)	SERIAL NO.	FILING DATE	COUNTRY	OUR FILE
						SN.	SINTERSTATION	Trademark:

11 C11 6 of 21

OUR FILE	COUNTRY	FILING	COUNTRY FILING SERIAL NO.	CLASS(ES)		REGISTRA	REGISTRATION INFORMATION	STATUS AND ACTION ITEM(S)
					NUMBER	DATE	CANCELLATION AND RENEWAL CONSIDERATIONS	
1005US	United States	08/04/95	74/710,951	42				Status: Notice of abandonment filed June 27, 1996, reserving rights for future common law protection and possible re-filing. Trademark Office issued Notice Of Abandonment with same occurring on June 27, 1996 in view of Applicant's letter of abandonment.
								Action(s): None for régistration. Consider use of service mark with services beyond promotion of company or sales of goods. Possibly label service mark with "SM" designation.

"C" 7421

Action(s): None								
Status: Trademark Office Action mailed March 26, 1996, rejecting based on existing registration of Rapid/Cast and requiring new specimens. No response taken by deadline of September 26, 1996, and DTM will no longer pursue registration of trademark. Notice Of Abandonment issued by Trademark Office on January 6, 1997.				ω	74/710,952		United States 08/04/95	1006US
	CANCELLATION AND RENEWAL CONSIDERATIONS	DATE	NUMBER		*	i		
STATUS AND ACTION ITEM(S)	REGISTRATION INFORMATION	REGISTRAT		CLASS(ES)	SERIAL NO.	FILING	COUNTRY	OUR FILE NO.
						ด็	RAPIDCASTING	Trademark:

				<u> </u>				
Action(s): File Section 8 & 15 affidavils in year before 03/03/2004. Renew by 03/03/2008.	Canceled if not renewed.		,					
Status: Registered.	Canceled if Section 8 affidavit not filed.	03/03/1998	2139957	9	74/711,244	08/04/95	United States	T007US
Action(s): Await India Trademark Office response (projected to occur in 2002)								
Status: Pending.				9	763706	07/01/97	India	T0071N
Action(s): Await next action by Office.								· · · · ·
Status: Filed. Description of goods amended approximately April (7, 1998.				6,9	000642215	10/02/97	European	_1007C1M
	CANCELLATION AND RENEWAL CONSIDERATIONS	DATE	NUMBER					
STATUS AND ACTION IT LINGS!	REGISTRATION INFORMATION	REGISTRAT		CLASS(ES)	SERIAL NO.	FILING	COUNTRY	OUR FILE NO.
STATIS AND ACTION ITEM/S							RAPIDIOOL	Trademark:

Action(s): None.								
Status: Abandoned per decision of November 17, 1997, where it was determined not to file either a Statement Of Use or a Request for Extension of Time should by the deadline of December 3, 1997. Notice of Abandonment sent by Office on April 13, 1998.				Œ	141002,340	Q Q		
				,	016 (33/17	08/18/04	United States 08/18/04	TOORUS
	CANCELLATION AND RENEWAL CONSIDERATIONS	DATE	NUMBER					
STATUS AND ACTION ITEM(S)	REGISTRATION INFORMATION	REGISTRA		CLASS(ES)	SERIAL NO.	FILING	COUNTRY	OUR FILE NO.

Action(s): None.								
Status: Registered. Letter sent to foreign counsel on 05/18/98 instructing to take no further action and expecting trademark to lapse.	Canceled if not renewed.	04/26/93	172352	1, 6	62878	07/23/91	Czech Republic	T009CZ
	Agreement was made between Goodrich and a third party (ICI) whereby Goodrich would not extend its worldwide use of LASERITE beyond that specified in its trademark application.							•
Action(s): None.	registration, for proof of use of mark, and proof must be made that use occurred at any time in the 2 years preceding the request.							
Status: Registered. Assignment to DTM recorded. Letter sent to foreign counsel on 05/19/98 instructing to take no further action and expecting trademark to lapse.	Canceled if not renewed. Registrar can at any time, or third party can request after 3 years following.	11/10/95	TMA 449,720	-	684,892	06/27/91	Canada	T009CA
Status: Registered. Assignment to DTM recorded and published in INPI. Letter sent to foreign counsel on 05/18/98 instructing to take no further action and expecting trademark to lapse. Action(s): None.	Canceled if not renewed. Subject to forfeiture if not used or licensed prior to 01/19/95.	01/19/93	816210730	-	816210730	07/05/91	Brazil	1009BR
Action(s): None.								
Status: Null and void; registered with effective date of 06/27/91, but Trademark right became null and void because use was not commenced in Benefux within 3 year period ending 6/27/94. Assignment to DTM not recorded because mark had become null and void.	Already canceled (i.e., null and void).	06/27/91, but now null and void	498,394, but now null and void		765,857	06/27/91	Benelux	T009BE
Status: Registered. Assignment sent by BFG to foreign counsel on 03/21/94, but with no response. Letter sent to foreign counsel on 05/18/98 instructing to take no further action and expecting trademark to lapse. Action(s): None.	Canceled if not renewed.	02/14/92	140,399	1, 6, 19	AM3511/91	07/22/91	Austria	T009AT
Status: Registered. Assignment to DTM recorded. Letter sent to foreign counsel on 05/18/98 instructing to take no further action and expecting trademark to lapse. Action(s): None.	Canceled if not renewed. Cancellation permitted if mark is not used for a period of 3 years.	07/01/91	A558760	1	558,760	07/01/91	Australia	
	CANCELLATION AND RENEWAL CONSIDERATIONS	DATE	NUMBER					
STATUS AND ACTION ITEM(S)	REGISTRATION INFORMATION	REGISTRAT		CLASS(ES)	SERIAL NO.	FILING DATE	COUNTRY	OUR FILE
							LASERITE	Trademark:

11011 11 \$21

=

PATENT

REEL: 010043 FRAME: 0732

116001	T009IS	T009HU		1009GE	T009FR	T009FI	T009DE	T009SL
Italy	Israel	Hungary		Germany	France	Finland	Denmark	Slovak Republic
08/07/91	07/24/91	07/26/91		7/20/91	07/19/91	07/22/91	07/22/91	07/23/91
RM 91 C002879	80414	2253/3381/91		G 39 831/1 Wz	299,258	3396/91	5155/1991	62878-91
1, 6, 19		-		1, 6, 19	1, 2, 6		1, 6, 19	.† .o
00613586	80414	133 956		2054063	1 682 049	121 426	VR 10.402 1992	173877
12/30/93	01/04/95	04/20/93		01/12/94	07/19/91	08/20/92	11/30/92	02/20/95
Canceled if not renewed. Use required by 12/30/98.	Canceled if not renewed. Other cancellation rules, if any, unknown, but may be requested from foreign counsel.	Canceled if not renewed. Other cancellation rules, if any, unknown, but may be requested from foreign counsel.	Agreement was made between Goodnich and a third party (ICI) whereby Goodnich would not extend its worldwide use of LASERITE beyond that specified in its trademark application.	Canceled if not renewed. Use required by 01/12/99; additionally, foreign counsel cautions the user to perform a search prior to commencing use.	Canceled if not renewed. Also subject to attack if not used for 5 years.	Canceled if not renewed. Other cancellation rules, if any, unknown, but may be requested from foreign counsel.	Canceled if not renewed. May be canceled if not used within 5 years after registration date (i.e., should be used before 11/30/97), or if use is interrupted for 5 consecutive years.	Canceled if not renewed.
Status: Registered. Apositile (to record assignment) sent on 12/14/95 to Secretary of State of Ohio, and awaiting return thereof. Letter sent to foreign counsel on 05/18/98 instructing to take no further action and expecting trademark to lapse. Action(s): None.	Status: Registered. Assignment recorded. Letter sent to foreign counsel on 05/18/98 instructing to take no further action and expecting trademark to lapse. Action(s): None.			Status: Registered, Assignment to DTM recorded. Letter sent to foreign counsel on 05/18/98 instructing to take no further action and expecting trademark to lapse. Action(s): None.	Status: Registered. Assignment sent by BFG to foreign counsel on 03/21/94, but with no response. Letter sent to foreign counsel on 05/18/98 instructing to take no further action and expecting trademark to lapse. Action(s): None.	Status: Registered. Assignment sent by Goodrich to foreign counsel on 03/21/94, but with no response. Letter sent to foreign counsel on 05/18/98 instructing to take no further action and expecting trademark to lapse. Action(s): None.	Status: Registered. Assignment sent by BFG to foreign counsel on 03/21/94, but with no response. Letter sent to foreign counsel on 05/18/98 instructing to take no further action and expecting trademark to lapse. Action(s): None.	Status: Registered. Letter sent to foreign counsel on 05/18/98 instructing to take no further action and expecting trademark to lapse Action(s): None.

120/21

Action(s): None.								-
03/21/94, but with no response. Letter sent to foreign courses on 05/18/98 instructing to take no further action and expecting trademark to lapse.	Cancellation may requested by 3d party if riot used for more than 3 years.							
Status: Registered. Assignment sent by BFG to foreign counsel on	Canceled if not renewed.	07/19/91	391593	-	4951/1991.0	07/19/91	Switzerland	100957
Status: Registered. Assignment recorded, Letter sent to receive counsel on 05/18/98 instructing to take no further action and expecting trademark to tapse. Action(s): None.	Canceled if not renewed. Other cancellation rules, if any, unknown, but may be requested from foreign counsel.	10/16/92	241 571	1.6	91-06276	07/19/91	Sweden	T009SE
Status: Registered, Assignment sent by Br-G to toreign counsel on 03/21/94, but with no response. Letter sent to foreign counsel on 05/18/96 instructing to take no further action and expecting trademark to lapse. Action(s): None.	Canceled if not renewed. Other cancellation rules, if any, unknown, but may be requested from foreign counsel.	09/23/93	159.317	-	92/3672	07/23/91	Norway	TOOONO
Status: Registered, Assignment recorded. Letter sent to toreign counsel on 05/19/98 instructing to take no further action and expecting trademark to lapse. Action(s): None.	Canceled if not renewed. If there is a trademark license it must be registered immediately. Use must not be discontinued for more than 3 consecutive years; otherwise, trademark registration will lapse.	02/4/92	404834		118718	07/24/91	Мехісо	T009ME
Status: Registered. Assignment recorded. Letter sent to roreign counsel on 05/19/98 instructing to take no further action and expecting trademark to lapse. Action(s): None.	Canceled if not renewed. Subject to cancellation by a third party if not used for a period of more than 3 years, without justification.	09/23/92	250649	32	27696/91	09/24/91	S. Korea	T009KO32
Status: Registered. Assignment recorded. Letter sent to foreign counsel on 05/19/98 instructing to take no further action and expecting trademark to lapse. Action(s): None.	Canceled if not renewed. Subject to cancellation by a third party if not used for a period of more than 3 years, without justification.	09/23/92	250395	53	27697/91	09/24/91	S. Korea	Т009КО53
Status: Registered. Assignment recorded. Letter sent to foreign counsel on 05/19/98 instructing to take no further action and expecting trademark to lapse. Action(s): None.	Canceled if not renewed. Subject to cancellation by a third party if not used for a period of more than 3 years, without justification.	09/25/92	250648	24	27695/91	09/24/91	S. Korea	T009KO24
Status: Registered (Office does not issue any formal certificate of registration as a general practice, but one may be requested). Assignment sent by BFG to foreign counsel on 03/21/94, but with no response. No letter sent to foreign counsel instructing to take no further action because foreign counsel stated its involvement ended 12/17/93 unless a fee was paid (which was not), and foreign counsel did not respond to letter sent to them on 6/30/95 regarding recordal of assignment and seeking representation of DTM as agent. Action(s): None.	Canceled if not renewed Other cancellation rules, if any, unknown, but may be requested from foreign counsel.	11/30/93	2604230	£	3-68206	07/01/91	Japan	- AL6001

ಕ

13/21

		_				-										-
-	30001		T009UK1		T009UK6			T009TW62		1009TW61		•	T009TW5			1009TW55
	United States		United Kingdom		United Kingdom		7-1	Taiwan		Taiwan			Taiwan			Taiwan
	06/24/91		07/19/91		06/22/92			06/11/93		06/11/93			06/11/93			.06/11/93
	74/179,079		1471002		1504433			82027952		82027951			82027949			82027950
	_		-		<u></u> თ			62		61			58			55
-	1,773,329		1471002		1504433			633205		633194			637183			633102
	05/25/93		07/19/91		08/20/93			02/16/94	· · · · ·	02/16/94			03/16/94			02/16/94
	Canceled if Section 8 affidavit not filed. Canceled if not renewed.		Canceled if not renewed. Subject to attack if not used before 07/21/96.		Subject to attack if not used before 08/20/98.	foreign counsel.	Other cancellation rules, if any, unknown, but may be requested from	Canceled if not renewed.	foreign counsel.			Other cancellation rules, if any,	Canceled if not renewed.	foreign counsel.	Other cancellation rules, if any,	Canceled if not renewed.
Action(s): None.	Status: Registered. Assignment to DTM recorded. Letter received from DTM Corporation in April of 1998 authoring Firm to take no further action and expecting trademark to lapse.	Action(s): None.	Status: Registered. Assignment sent by BFG to foreign counsel on 03/21/94, but with no response. Letter sent to foreign counsel on 05/18/98 instructing to take no further action and expecting trademark to lapse.	Action(s): None.	O321/94, but with no response. Letter sent to foreign counsel on 05/18/98 instructing to take no further action and expecting trademark to lapse.	Action(s): None.	instructing to take no further action and expecting trademark to lapse.	Status: Registered. Assignment documents sent to DTM and	Action(s): None.	Status: Registered. Assignment documents settl to Driving and awaiting return thereof. Letter sent to foreign counsel on 05/19/98 instructing to take no further action and expecting trademark to lapse.	Action(s): None.	instructing to take no further action and expecting trademark to lapse.	Status: Registered. Assignment documents sent to DTM and awaiting return thereof. Letter sent to foreign counsel on 05/19/98	Action(s): None.	instructing to take no further action and expecting trademark to lapse.	Status: Registered. Assignment documents sent to DTM and
							PA	_		ıT						

14/21

REEL: 010043 FRAME: 0735

Action(s): To be considered for filing.									
Status: To be considered for filing.							United States	2001003	
								701010	
	CANCELLATION AND RENEWAL CONSIDERATIONS	DATE	NUMBER						
STATUS AND ACTION ITEM(S)	REGISTRATION INFORMATION	REGISTRATION		AL NO. CLASS(ES)	SERIAL NO.	FILING DATE	COUNTRY	OUR FILE	

PATENT REEL: 010043 FRAME: 0736

5

			NO. COUNTRY FILING SERIAL NO. CLASS(ES)	Trademark: DTM - The Leader in Rapid Prototyping & Rapid Manufacturing Solutions
		NUMBER		 utions
		DATE	REGISTRA	
		CANCELLATION AND RENEWAL CONSIDERATIONS	REGISTRATION INFORMATION	
Action(s): None.	Status: Search report sent to DTM.		STATUS AND ACTION ITEM(S)	

Action(s): File Section 8 and 15 affidavits between 12/23/2002 and 12/23/2003. Renew before 12/23/2007.			:					101203
Status: Registered.		12/23/97	2.122.964	-	75/116 178	SOSMAN	I laited Chalce	101010
Action(s): Await India Trademark Office response (projected to occur in 2002)								•
Status: Pending.				2	763708	07/01/97	India	T0012IN
	CONSIDERATIONS							
	CANCELLATION AND RENEWAL	DATE	NUMBER					į
SIAIUS AND ACTION ITEM(S)	REGISTRATION INFORMATION	REGISTRAT		CLASS(ES)	SERIAL NO.	FILING	COUNTRY	OUR FILE
DUTTE AND ACTION TRIMES							FIOOR OTTO	racemark.

PATENT REEL: 010043 FRAME: 0738

17

Action(s): File Section 8 and 15 affidavits between 10/07/2002 and 10/07/2003. Renew before 10/07/2007.				C		Ogichiad	Office States	101308
Status: Registered.		10/07/97	2 102 924	2	75/116 170	OS/OS/OS	I had Chates	101315
Action(s): Await India Trademark Office response (projected to occur in 2002)								
Status: Pending.				2	763709	07/01/97	India	T013IN
Action(s): Awaiting response from EU trademark office.							Union	
Status: Filed.				1,6	000644435	10/02/97	European	T013CTM
	CANCELLATION AND RENEWAL CONSIDERATIONS	DATE	NUMBER					
STATUS AND ACTION (TEM(S)	REGISTRATION INFORMATION	REGISTRAT		CLASS(ES)	SERIAL NO.	FILING	COUNTRY	OUR FILE
	A STATE OF THE PERSON NAMED IN COLUMN STATE OF THE PERSON NAMED IN						Napidoteer	racemark.

PATENT REEL: 010043 FRAME: 0739

Status: Registered. Action(s): File Section 8 and 15 affidavits between 9/30/2002 and 9/30/2003. Renew before 9/30/2007.		09/30/1997	2,101,084	_	75/116,180	06/05/96	United States	T014US
Status: Pending. Action(s): Await India Trademark Office response (projected to occur in 2002)				2	763707	07/01/97	india	T0014IN
Status: Filed. Action(s): Awaiting response from EU trademark office.				_	000644179	10/02/97	European Union	_T014CTM
	CANCELLATION AND RENEWAL CONSIDERATIONS	DATE	NUMBER					
STATUS AND ACTION ITEM(S)	REGISTRATION INFORMATION	REGISTRAT		CLASS(ES)	SERIAL NO.	FILING	COUNTRY	OUR FILE
				4	A STATE OF THE PERSON NAMED IN COLUMN NAMED IN		Huer offit	iracemark.

11c11

Action(s): Await certificate of registration.								
Status: Filing receipt receive and accuracy confirmed. Notice of publication issued for publication to occur on 06/23/98. Publication occurred on 06/23/98, and accuracy thereof confirmed.					75/348,053	08/27/97	United States	T015US
Action(s): Await India Trademark Office response (projected to occur in 2002)								
Status: Pending.				2	763710	07/01/97	India	T015IN
Action(s): Awaiting response from EU trademark office.							Union	
Status: Filed				1	000644161	10/02/97	European	IO15CIM
	CANCELLATION AND RENEWAL CONSIDERATIONS	DATE	NUMBER					
STATUS AND ACTION ITEM(S)	REGISTRATION INFORMATION	REGISTRAT		CLASS(ES)	SERIAL NO.	FILING	COUNTRY	OUR FILE
	The second secon						Carry City	ridueridin.

T017US Trademark: T017CTM T016US J016IN OUR FILE OUR FILE NO. European Union United States India United States Duraform COUNTRY COUNTRY 06/11/1998 to be filed 07/01/97 10/02/97 FILING DATE FILING DATE 75/500,609 763711 000644120 SERIAL NO. SERIAL NO. CLASS(ES) ~ CLASS(ES) NUMBER NUMBER DATE REGISTRATION INFORMATION REGISTRATION INFORMATION DATE CANCELLATION AND RENEWAL CONSIDERATIONS CANCELLATION AND RENEWAL CONSIDERATIONS Action(s): Await India Trademark Office response (projected to occur in 2002) Status: Filed. Filing Receipt received. Action(s): Awaiting response from EU trademark office Status: Filed. Action(s): None. Status: Materials sent to DTM for completion, but then deferred in view of SandForm. Status: Pending. Action(s): Awaiting response from US PTO. STATUS AND ACTION ITEM(S) STATUS AND ACTION ITEM(S)

Trademark:

VeriForm

11 c 11 21 921

RECORDED: 06/24/1999

2

PATENT

REEL: 010043 FRAME: 0742