#### 12/18/2017 504692378

### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4739100

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
NATHANIEL B. PETTIS	06/28/2013
ANTHONY JAMES BUSER	06/28/2013
JUSTIN DAY	06/26/2013
JONAH GOLD	06/27/2013
BRYAN VACCARO	06/27/2013
JOSEPH NEAL	06/27/2013

#### **RECEIVING PARTY DATA**

Name:	MAKERBOT INDUSTRIES, LLC	
Street Address:	1 METROTECH CENTER, 21ST FLOOR	
City:	BROOKLYN	
State/Country:	NEW YORK	
Postal Code:	11201	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15844744

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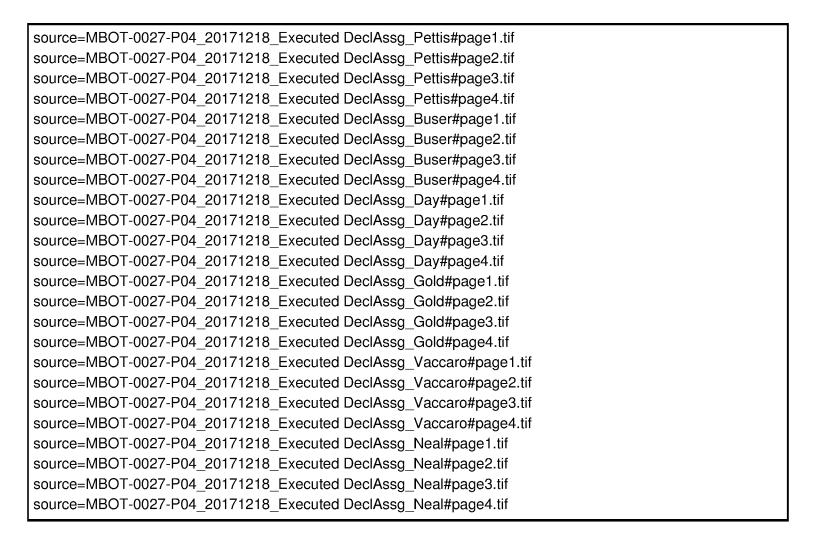
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ATTORNEY DOCKET NUMBER:	MBOT-0027-P04
NAME OF SUBMITTER:	ROBERT A. MAZZARESE
SIGNATURE:	/Robert Mazzarese/
DATE SIGNED:	12/18/2017

**Total Attachments: 24** 

**PATENT** REEL: 044889 FRAME: 0427

504692378



# United States Patent Application COMBINED DECLARATION AND ASSIGNMENT

#### DECLARATION

As a below named inventor I hereby declare with respect to the U.S. patent application entitled

### DOWNLOADABLE THREE-DIMENSIONAL MODELS

the specification of which was filed on June 10, 2013 as application serial no. 13/914,448, that:

- (a) the above-identified application was made or authorized to be made by me;
- (b) I have read and understood the application; and
- (c) I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

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Serial No. 13/914,448 Filing Date: June 10, 2013

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WHEREAS, MakerBot Industries, LLC ("ASSIGNEE"), an entity organized and existing under the laws of the state of New York, and having a place of business at 1 Metrotech Center, 21st Floor, Brooklyn, NY 11201 is desirous of acquiring the entire right, title, and interest in and to the Inventions and any and all patents to be obtained therefore;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Inventor, the Inventor hereby sells, assigns and transfers unto the ASSIGNEE, its successors and assigns, his or her entire right, title and interest in and to the Inventions as described in the above application and all applications resulting therefrom, including any and all conversions, divisions, continuations, continuations-in-part, substitute applications, and reissues or extensions thereof; and all resulting patents in any jurisdiction worldwide; along with all rights of priority and rights to sue for past infringement.

AND the Inventor hereby authorizes and requests the issuing authority to issue any and all patents issuing from any of the forgoing to the ASSIGNEE or its successors and assigns.

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AND, the Inventor further agrees, without any further payment or compensation by the ASSIGNEE or its successors and assigns, to communicate to the ASSIGNEE, its representatives or agents or its successors and assigns, any facts relating to the Inventions including evidence for interference purposes or for other legal proceedings whenever requested; to testify in any interference or other legal proceedings, whenever requested; to execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective; and to generally do everything possible to aid the ASSIGNEE, its successors or assigns and nominees to secure, obtain and enforce proper patent protection for the Inventions in this or any foreign country.

The Inventor hereby authorizes the attorneys and agents associated with Patent Office Customer Number 43520 to insert hereon any further information necessary or desirable for recordation of this document.

Page 2 of 4

Serial No. 13/914,448 Filing Date: June 10, 2013 Page 3 of 4

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full Name of Inventor: Nathaniel B. Pettis

Residence: Brooklyn, NY

Post Office Address:

MakerBot Industries, LLC 1 Metrotech Center, 21st Floor

Brooklyn, NY 11201

Signature:

\_\_\_\_\_ Date:

PATENT

**REEL: 044889 FRAME: 0431** 

Serial No. 13/914,448 Filing Date: June 10, 2013

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- (d) Individuals other than the attorney, agent or inventor may comply with this section by disclosing information to the attorney, agent, or inventor.
- (e) In any continuation-in-part application, the duty under this section includes the duty to disclose to the Office all information known to the person to be material to patentability, as defined in paragraph (b) of this section, which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

PATENT REEL: 044889 FRAME: 0432

Page 4 of 4

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Serial No. 13/914,448 Filing Date: June 10, 2013 Page 2 of 4

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Serial No. 13/914,448 Filing Date: June 10, 2013 Page 3 of 4

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Full Name of Inventor: Anthony James Buser

Residence: Reading, PA

Post Office Address:

MakerBot Industries, LLC 1 Metrotech Center, 21st Floor

Brooklyn, NY 11201

Signature:

Date: 6-28-2013

PATENT

**REEL: 044889 FRAME: 0435** 

Attorney Docket No.: MBOT-0027-P01 Page 4 of 4

Serial No. 13/914,448 Filing Date: June 10, 2013

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Full Name of Inventor: Justin Day

Residence: New York, NY

Post Office Address:

MakerBot Industries, LLC

1 Metrotech Center, 21st Floor

Brooklyn, NY 11201

Signature:

Date

PATENT

REEL: 044889 FRAME: 0439

Attorney Docket No.: MBOT-0027-P01 Page 4 of 4

Serial No. 13/914,448 Filing Date: June 10, 2013

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Full Name of Inventor: Jonah Gold

Residence: Brooklyn, NY

Post Office Address:

MakerBot Industries, LLC

1 Metrotech Center, 21st Floor

Brooklyn, NY 11201

Signature:

nah Gold

Date

**PATENT** 

REEL: 044889 FRAME: 0443

Attorney Docket No.: MBOT-0027-P01 Page 4 of 4

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- (e) In any continuation-in-part application, the duty under this section includes the duty to disclose to the Office all information known to the person to be material to patentability, as defined in paragraph (b) of this section, which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

### United States Patent Application COMBINED DECLARATION AND ASSIGNMENT

### DECLARATION

As a below named inventor I hereby declare with respect to the U.S. patent application entitled

#### DOWNLOADABLE THREE-DIMENSIONAL MODELS

the specification of which was filed on June 10, 2013 as application serial no. 13/914,448, that:

- (a) the above-identified application was made or authorized to be made by me;
- (b) I have read and understood the application; and
- (c) I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I acknowledge the duty to disclose information which is material to the patentability of this application as defined in 37 C.F.R. § 1.56 (attached hereto). I also acknowledge my duty to disclose all information known to be material to patentability which became available between a filing date of a prior application and the national or PCT international filing date in the event this is a Continuation-In-Part application in accordance with 37 C.F.R. § 1.63(e).

#### ASSIGNMENT

WHEREAS, the undersigned inventor ("Inventor") has developed certain inventions ("Inventions") described in the above U.S. patent application, and has full right to convey his or her entire interest, both legal and equitable, in and to said Inventions free from all prior assignments, agreements, licenses, mortgages, security interests, or other encumbrances whatsoever; and

WHEREAS, MakerBot Industries, LLC ("ASSIGNEE"), an entity organized and existing under the laws of the state of New York, and having a place of business at 1 Metrotech Center, 21st Floor, Brooklyn, NY 11201 is desirous of acquiring the entire right, title, and interest in and to the Inventions and any and all patents to be obtained therefore;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Inventor, the Inventor hereby sells, assigns and transfers unto the ASSIGNEE, its successors and assigns, his or her entire right, title and interest in and to the Inventions as described in the above application and all applications resulting therefrom, including any and all conversions, divisions, continuations, continuations-in-part, substitute applications, and reissues or extensions thereof; and all resulting patents in any jurisdiction worldwide; along with all rights of priority and rights to sue for past infringement.

AND the Inventor hereby authorizes and requests the issuing authority to issue any and all patents issuing from any of the forgoing to the ASSIGNEE or its successors and assigns.

AND each Inventor agrees that ASSIGNEE's counsel, Strategic Patents, P.C. having Patent Office Customer Number 43520, shall hereinafter act on behalf of the ASSIGNEE with respect to the Inventions.

AND, the Inventor further agrees, without any further payment or compensation by the ASSIGNEE or its successors and assigns, to communicate to the ASSIGNEE, its representatives or agents or its successors and assigns, any facts relating to the Inventions including evidence for interference purposes or for other legal proceedings whenever requested; to testify in any interference or other legal proceedings, whenever requested; to execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective; and to generally do everything possible to aid the ASSIGNEE, its successors or assigns and nominees to secure, obtain and enforce proper patent protection for the Inventions in this or any foreign country.

The Inventor hereby authorizes the attorneys and agents associated with Patent Office Customer Number 43520 to insert hereon any further information necessary or desirable for recordation of this document.

Serial No. 13/914,448 Filing Date: June 10, 2013 Page 3 of 4

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full Name of Inventor: Bryan Vaccaro

Residence: Jersey City, NJ

Post Office Address:

MakerBot Industries, LLC

1 Metrotech Center, 21st Floor

Brooklyn, NY 11201

Signature:

- § 1.56 Duty to disclose information material to patentability.
- (a) A patent by its very nature is affected with a public interest. The public interest is best served, and the most effective patent examination occurs when, at the time an application is being examined, the Office is aware of and evaluates the teachings of all information material to patentability. Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section. The duty to disclose information exists with respect to each pending claim until the claim is canceled or withdrawn from consideration, or the application becomes abandoned. Information material to the patentability of a claim that is canceled or withdrawn from consideration need not be submitted if the information is not material to the patentability of any claim remaining under consideration in the application. There is no duty to submit information which is not material to the patentability of any existing claim. The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§ 1.97(b)-(d) and 1.98. However, no patent will be granted on an application in connection with which fraud on the Office was practiced or attempted or the duty of disclosure was violated through bad faith or intentional misconduct. The Office encourages applicants to carefully examine:
  - (1) prior art cited in search reports of a foreign patent office in a counterpart application, and
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  - (2) It refutes, or is inconsistent with, a position the applicant takes in:
    - (i) Opposing an argument of unpatentability relied on by the Office, or
    - (ii) Asserting an argument of patentability.

A prima facie case of unpatentability is established when the information compels a conclusion that a claim is unpatentable under the preponderance of evidence, burden-of-proof standard, giving each term in the claim its broadest reasonable construction consistent with the specification, and before any consideration is given to evidence which may be submitted in an attempt to establish a contrary conclusion of patentability.

- (c) Individuals associated with the filing or prosecution of a patent application within the meaning of this section are:
  - (1) Each inventor named in the application:
  - (2) Each attorney or agent who prepares or prosecutes the application; and
  - (3) Every other person who is substantively involved in the preparation or prosecution of the application and who is associated with the inventor, with the assignee or with anyone to whom there is an obligation to assign the application.
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Serial No. 13/914,448 Filing Date: June 10, 2013 Page 2 of 4

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AND, the Inventor further agrees, without any further payment or compensation by the ASSIGNEE or its successors and assigns, to communicate to the ASSIGNEE, its representatives or agents or its successors and assigns, any facts relating to the Inventions including evidence for interference purposes or for other legal proceedings whenever requested; to testify in any interference or other legal proceedings, whenever requested; to execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective; and to generally do everything possible to aid the ASSIGNEE, its successors or assigns and nominees to secure, obtain and enforce proper patent protection for the Inventions in this or any foreign country.

The Inventor hereby authorizes the attorneys and agents associated with Patent Office Customer Number 43520 to insert hereon any further information necessary or desirable for recordation of this document.

Serial No. 13/914,448 Filing Date: June 10, 2013 Page 3 of 4

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full Name of Inventor: Joseph Neal

Residence: Greenwich, CT

Post Office Address:

MakerBot Industries, LLC 1 Metrotech Center, 21st Floor

Brooklyn, NY 11201

Signature:

**PATENT** 

REEL: 044889 FRAME: 0451

Serial No. 13/914,448 Filing Date: June 10, 2013

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PATENT REEL: 044889 FRAME: 0452

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**RECORDED: 12/18/2017**