

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6688115

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
STRATASYS, INC.	03/30/2021
RECEIVING PARTY DATA	
Name:	DYEMANSION GMBH
Street Address:	ROBERT-KOCH-STR 1
City:	MÜNCHEN-PLANEGG
State/Country:	GERMANY
Postal Code:	82152
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8123999
CORRESPONDENCE DATA	
Fax Number:	(860)286-0115
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	8602862929
Email:	usptopatentmail@cantorcolburn.com
Correspondent Name:	CANTOR COLBURN LLP
Address Line 1:	20 CHURCH STREET, 22ND FLOOR
Address Line 4:	HARTFORD, COLORADO 06103
ATTORNEY DOCKET NUMBER:	NO70110A
NAME OF SUBMITTER:	DANIEL F. DREXLER
SIGNATURE:	/Daniel F. Drexler/
DATE SIGNED:	05/03/2021
Total Attachments: 12	
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PATENT ACQUISITION AGREEMENT

This PATENT ACQUISITION AGREEMENT ("**Agreement**"), effective as of March 25, 2021 ("**Effective Date**") is made by and between Stratasys, Inc., a Delaware corporation having principal offices at 7665 Commerce Way, Eden Prairie, Minnesota 55344 USA ("**Seller**"), and DyeMansion GmbH, a German company having offices at Robert-Koch-Str 1,82152 Munchen-Planegg Germany ("**Buyer**").

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, all right, title, and interest in and to certain Patents (as defined below), subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase and Sale of Patents. Subject to the terms and conditions set forth herein, Seller hereby irrevocably sells, assigns, transfers, and conveys to Buyer, and Buyer hereby accepts, all right, title, and interest in and to the following (collectively, "**Acquired Rights**"):

(a) the patents listed in Schedule 1 and all reissues, re-examinations and renewals, of any of the foregoing ("**Patents**"), and any other patents in the patent family of the priority application with grant U.S. Pat. 8,123,999 entitled "Smoothing Method for Layered Deposition Modeling" (collectively "**Acquired Patents**");

(b) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Seller with respect to any of the foregoing;

(c) all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof/accruing on 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, misappropriation, violation, breach or default; and

(d) all other rights, privileges, and protections of any kind whatsoever of Seller accruing under any of the foregoing provided by any applicable law, treaty, or other international convention throughout the world.

2. Grant-Back License.

(a) Buyer grants to Seller and its affiliates an irrevocable, nonexclusive, non-transferable, non-sublicensable, paid-up, worldwide license to make, have made, import, use, offer for sale and sell products and services covered under the Acquired Patents; and

(b) Buyer grants to Seller's subcontractors, suppliers, and customers, an irrevocable, nonexclusive, non-transferable, non-sublicensable, paid-up, worldwide license under the Acquired Patents, but only to the extent that the absence of such a license would interfere with the use or enjoyment of products manufactured, offered and/or sold by Seller.

(c) Seller will not question the validity or enforceability of the Acquired Rights and will refrain from filing any nullity action, opposition proceedings or similar action in any jurisdiction trying to invalidate any of the Acquired Patents and will also not support or offer support to any third party in doing so. In case of a breach of this obligation, Buyer is entitled to cancel the Grant Back License without further notice with immediate effect.

(d) Seller will not claim any infringement, misappropriation, or other violation of its other intellectual property rights against the use or exploitation of any Acquired Rights.

3. Purchase Price.

(a) The aggregate purchase price for the Acquired Rights shall be three-hundred fifty thousand US Dollars (US\$350,000.00) (the "**Purchase Price**").

(b) Buyer shall pay the Purchase Price within 14 business days following the parties' full execution of this Agreement. Payment shall be made in US dollars by wire transfer of immediately available funds to the following account:

USD Payment by Wire: JP Morgan Chase Bank Routing: 021000021 Acct: 601551695 USD Swift Code: CHASUS33	Euro Payments: JP Morgan Chase IBAN: GB02CHAS60924241287679 Swift Code: CHASGB2L Acct: 41287679	USD Payment by ACH: JP Morgan Chase Routing: 124001545 Acct: 601551695
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Please send remittance details to accounts.receivable@stratasys.com.

(c) If Buyer fails to make timely and proper payment of the Purchase Price, Seller may terminate this Agreement effective immediately on written notice to Buyer.

4. Deliverables. Upon execution of this Agreement, Seller shall deliver to Buyer the following:

(a) an assignment in the form of Exhibit A (the "**Assignment**") and duly executed by Seller, transferring all right, title, and interest in and to the Acquired Rights to Buyer; and

(b) the prosecution files and original granted patents, to the extent these documents remain available, retrievable and locatable, for all Acquired Patents together with a list of local prosecution counsel contacts, and all such other documents, correspondence, and information as are reasonably requested by Buyer to register, prosecute to issuance, own, enforce, or otherwise use the Acquired Rights, including any annuities or maintenance fees due and deadlines for actions to be taken concerning prosecution and maintenance of all Acquired Patents in the ninety (90) day period following the date hereof.

5. Further Assurances; Recordation.

(a) From and after the date hereof, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

(b) Without limiting the foregoing, and without limiting Section 4(a), Seller shall execute and deliver to Buyer such assignments and other documents, certificates, and instruments of conveyance in a form satisfactory to Buyer and suitable for filing with the United States Patent and Trademark Office ("USPTO") and the registries and other recording governmental authorities in all applicable jurisdictions (including with respect to legalization, notarization, apostille, certification, and other authentication) as necessary to record and perfect the Assignment, and to vest in Buyer all right, title, and interest in and to the Acquired Rights in accordance with applicable law. As between Seller and Buyer, Buyer shall be responsible, at Buyer's expense, for filing the Assignment, and other documents, certificates, and instruments of conveyance with the applicable governmental authorities; provided that Seller shall take such steps and actions, and provide such cooperation and assistance, to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Acquired Rights to Buyer, or any of Buyer's successors or assigns.

6. Representations and Warranties of Seller. Seller represents and warrants to Buyer that the statements contained in this Section 6 are true and correct as of the date hereof.

(a) Authority of Seller; Enforceability. Seller has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary organizational action of Seller, and when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms and conditions.

(b) No Conflicts; Consents. The execution, delivery, and performance by Seller of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (i) violate or conflict with the certificate of incorporation, by-laws, or other organizational documents of Seller, (ii) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation, (iii) conflict with, or result in (with or without notice or lapse of time or both), any violation of or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under, any contract or other instrument to which this Agreement or any of the Acquired Rights are subject, or (iv) result in the creation or imposition of any encumbrances on the Acquired Rights. No consent, approval, waiver, or authorization is required to be obtained by Seller from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Seller of this Agreement, or to enable Buyer to register, own, and use the Acquired Rights.

(c) Ownership. Seller owns all right, title, and interest in and to the Acquired Rights, free and clear of liens, security interests, and other encumbrances. Seller is in full compliance with all legal requirements applicable to the Acquired Rights and Seller's ownership and use thereof.

(d) Patents and Applications. Schedule 1 contains a correct, current, and complete list of all patents and patent applications included in the Acquired Patents, specifying as to each, as applicable, the title, the record owner, the jurisdiction in which it has been issued or filed, the patent number or application serial or publication number, and the issue or application filing date. All required filings and fees related to the patents and patent applications listed on Schedule 1 have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all such patents and patent applications have at all times been and remain in good standing. Seller has provided Buyer with true and complete copies of all documents, certificates, office actions, responses, correspondence, and other filings and materials related to all such patents and patent applications.

(e) Validity and Enforceability. The Acquired Rights are valid, subsisting, and enforceable in all applicable jurisdictions, and are not subject to any pending or, to Seller's knowledge, threatened challenge or claim to the contrary.

(f) Legal Actions. There are no actions (including any US Patent Trial and Appeal Board proceedings) settled, pending, or threatened (including in the form of offers to obtain a license): (i) alleging any infringement, misappropriation, or other violation of the intellectual property rights of any third party based on the use or exploitation of any Acquired Rights, (ii) challenging the validity, patentability, enforceability, issuance, or ownership of any Acquired Rights or Seller's rights with respect thereto, or (iii) by Seller alleging any infringement, misappropriation, or other violation by any third party of any Acquired Rights.

7. Representations and Warranties of Buyer. Buyer has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by Buyer have been duly authorized by all necessary organizational action of Buyer, and when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of Buyer enforceable against Buyer in accordance with its terms and conditions.

8. Disclaimers. Except as explicitly stated herein, no warranty or representation is given by Seller as to the validity or scope of the Acquired Patents. Buyer acknowledges that Seller is providing the Acquired Patents on an AS IS basis.

9. Limitation of Liability. EXCEPT FOR ANY REMEDIES THAT CANNOT BE EXCLUDED OR LIMITED BY LAW, NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY OR OTHER THIRD PERSON FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES WHATSOEVER, OR FOR ANY LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT. THIS LIMITATION OF LIABILITY MAY NOT BE VALID IN SOME JURISDICTIONS. NEITHER PARTY SEEKS TO LIMIT THE OTHER'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

10. Indemnification. Seller will under no circumstances be obligated to indemnify, defend, or hold harmless Buyer or its respective representatives, officers, directors, employees, or agents from any liability, claims, demands, causes of action, judgments, damages, or expenses (including reasonable attorneys' fees and costs) arising out of or as a result of Buyer's or its successors, assigns, or sub-licensees' use or enforcement of the Acquired Patents.

11. Confidentiality.

(a) Confidentiality and Use. Neither party shall disclose to any third party (other than their respective employees in their capacity as such) any information with respect to the financial terms of this Agreement. Any other disclosure regarding the existence of this Agreement and acquisition of the patents, such as press release and other public communication, is explicitly allowed and not considered confidential.

(b) Compelled Disclosures. If either party is compelled to disclose any information with respect to the financial terms of this Agreement, or Seller is compelled to disclose any information that is of a sensitive, proprietary, or confidential nature concerning the Acquired Rights, by judicial or administrative process or by other requirements of law, such party shall: (i) promptly notify the other party in writing, (ii) disclose only that portion of such information which it is advised by counsel in writing is legally required to be disclosed, and (iii) use reasonable best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

12. Miscellaneous.

(a) Entire Agreement. This Agreement, together with the documents to be delivered hereunder, and all related exhibits and schedules constitute the entire agreement between the Parties with respect to the subject matter, and supersedes all prior written or oral representations and understandings related thereto. In the event of any inconsistency between the statements in the body of this Agreement, the documents to be delivered hereunder, and the related exhibits and schedules (other than an exception expressly set forth as such in the related exhibits or schedules), the statements in the body of this Agreement shall control.

(b) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(d) Governing Law. This Agreement shall be governed by and construed under the internal laws of the State of Minnesota, without regard to the conflict of law provisions therein.

(e) Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

(f) Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(g) Survival. All representations, warranties, covenants, and agreements contained herein and all related rights to indemnification shall continue in full force and effect following the date hereof.

(h) Counterparts. This Agreement may be executed in multiple counterparts, and electronic, digitized, or facsimile signatures will have the same legal effect as original signatures.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed as of the date first written above by their respective duly authorized officers.

Stratasys, Inc.

DyeMansion GmbH

By: *Yoav Zeif*
Name: Yoav Zeif
Title: CEO
Date: 3/30/2021

By: *[Signature]*
Name: Joel Groll
Title: CEO
Date: March 26, 2021

EXHIBIT A

ASSIGNMENT

Attorney Docket No.

WHEREAS, Stratasys, Inc., a corporation organized and existing under the laws of Delaware, and having a place of business at 7665 Commerce Way, Eden Prairie, MN 55344, U.S.A. (hereinafter referred to as ASSIGNOR) is the owner of U.S. Patent No. 8,123,999, filed April 4, 2003 (having an April 17, 2002 priority date) and the inventions described therein, and of all foreign applications that rely on a common priority claim, each as listed in Schedule A attached hereto;

WHEREAS, DyeMansion GmbH, a company organized and existing under the laws of Germany, and having a place of business at Robert-Koch-Str 1,82152 Munchen-Planegg Germany (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire right, title and interest in and to the invention, the application and any and all Letters Patent(s) or similar legal protection, foreign or domestic, to be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, Assignor hereby transfers to Assignee, its successors and assigns, the entire right, title and interest in and to the inventions, the above-identified application(s), corresponding domestic and foreign applications claiming rights or benefits to the above-identified application(s) including non-provisional applications, continuation applications, continuing applications, divisional applications, reissue applications, reexamination applications, design applications and continuation-in-part applications, all Letters Patent(s) or similar legal protection issuing thereon, and all rights and benefits under any applicable treaty or convention, including all rights of priority; and Assignor authorizes the Director of the United States Patent and Trademark Office or foreign equivalent thereof to issue the Letters Patent or similar legal protection to Assignee.

The transfer especially includes the transfer of all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to any of the foregoing, including all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof/accruing on 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, misappropriation, violation, breach or default, and all other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law, treaty, or other international convention throughout the world.

Assignor authorizes the Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent or similar legal protection, in its own name if desired, in any and all foreign countries.

Assignor represents to the Assignee, its successors and assigns, that Assignor has not and shall not execute any writing or do any act whatsoever conflicting with this Assignment. Assignor, its executors or administrators, will at any time upon request, without additional consideration, but at the expense of Assignee, its successors and assigns, execute such additional writings and do such additional acts as Assignee, its successors and assigns, may deem desirable to perfect its enjoyment of this grant, and render all assistance in making application for and obtaining, maintaining, and enforcing the Letters Patent or similar legal protection on the invention in any and all countries.

Assignee hereby accepts this Assignment.

IN WITNESS WHEREOF, Assignee and Assignor have caused this Assignment to be executed as of the Effective Date.

STRATASYS, INC.
By: Yoav Zeif
Printed Name: Yoav Zeif
Title: CEO

Date: 3/30/2021

STATE OF MINNESOTA)
)
COUNTY OF)

Subscribed and sworn to before me, a Notary Public, this _____ day of _____ 2021.

(SEAL)

Notary Public _____

DYEMANSION GMBH

By: *[Signature]*
Printed Name: Felix Ewald
Title: CEO

Date: March 25, 2021

STATE OF MINNESOTA)
)
COUNTY OF)

Subscribed and sworn to before me, a Notary Public, this _____ day of _____ 2021.

(SEAL)

Notary Public _____

SCHEDULE A

Assigned Patents

The patent family of Stratasys, Inc. U.S. Pat. No. 8,123,999 entitled "Smoothing Method for layered deposition modeling", identified below:

Jurisdiction	Patent Number	Issue Date	Ref. File No.
U.S.A.	8,123,999	Feb. 28, 2012	S697.12-0065
UK	1501669	Nov. 24, 2010	S697.13-0268
Germany	DE60335098	Jan. 5, 2011	S697.13-0281
France	1501669	Nov. 24, 2010	S697.13-0280
Italy	1501669	Nov. 24, 2010	S697.13-0269
Spain	ES2357228	April 20, 2011	S697.13-0272
Australia	AU2003220651	Feb. 19, 2009	S697.13-109
China	CN100546799	Oct. 7, 2009	S697.13-0111
Hong Kong	HK1074600	Nov. 18, 2005	S697.13-0145
Canada	CA2482848	Sept. 21, 2010	S697.13-0110

PATENT
REEL: 056112 FRAME: 0676

SCHEDULE I

Acquired Patents

Patents:

The patent family of Stratasys, Inc. U.S. Pat. No. 8,123,999 entitled "Smoothing Method for Layered Deposition Modeling", identified below:

Jurisdiction	Patent Number	Issue Date	Ref. File No.	Counsel of Record
U.S.A.	8,123,999	Feb. 28, 2012	S697.12-0065	Westman, Champlin & Koehler, Minneapolis, Minnesota
UK	1501669	Nov. 24, 2010	S697.13-0268	Cabinet VIDON vidoneurope@vidon.com
Germany	DE60335098	Jan. 5, 2011	S697.13-0281	Cabinet VIDON vidoneurope@vidon.com
France	1501669	Nov. 24, 2010	S697.13-0280	Cabinet VIDON vidoneurope@vidon.com
Italy	1501669	Nov. 24, 2020	S697.13-0269	Cabinet VIDON vidoneurope@vidon.com
Spain	ES2357228	April 20, 2011	S697.13-0272	Cabinet VIDON vidoneurope@vidon.com
Australia	AU2003220651	Feb. 19, 2009	S697.13-0109	Watermark Patent and Trademark Attorneys mail@watermark.com.au
China	CN100546799	Oct. 7, 2009	S697.13-0111	China Science Patent & Trademark Ltd. csptal@csptal.com
Hong Kong	HK1074600	Nov. 18, 2005	S697.13-0145	China Science Patent & Trademark Ltd. csptal@csptal.com
Canada	CA2482848	Sept. 21, 2010	S697.13-0110	Bereskin & Parr, LLP info@bereskinsparr.com.

Countries abandoned:

- India 240156 S697.13-0112
- Japan JP2005523177 S697.13-0113
- Korea KR938451 S697.13-0114
- Russia RU 2345888 S697.13-0115
- Sweden SE1501669 S697.13-0270
- Turkey TR1501669 S697.13-0271

Regional Filings:

International PCT/US2003/010220, filed April 4, 2003 S697.13-145 (completed)

Europe EP1501669 S697.13-0088 (completed)

Patent Applications: NONE