

04-12-2002



102052928

COVER SHEET
ONLY

To the Honorable Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office

of the attached original documents or copy thereof.

1. Name of conveying party(ies):
3D SYSTEMS CORPORATION
26081 Avenue Hall
Valencia, CA 91355

Individuals(s) Association
 General Partnership Limited Partnership
 Corporation-State **California**
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

12-21-01

2. Name and address of receiving party(ies)
Name: **U.S. BANK NATIONAL ASSOCIATION, as Agent**
Internal Address:
Street Address: **15910 Ventura Blvd.**
City: **Encino** State: **CA** ZIP: **91436**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached? Yes No

Designations must be a separate document from assignment) additional name(s) & address(es) attached? Yes No

US PATENT AND TRADEMARK OFFICE
RECEIVED
KUMI
DEC 21 9 56 AM '01

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **August 16, 2001**

12-21-2001

U.S. Patent & TMO/TM Mail Rcpt. Dt. #40

4. Application number(s) or patent number

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
THERMOJET (Reg. # 2,478,949)
KELTOOL (Reg. # 2,508,751)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Mr. Sigi Hinojosa
Name: **Buchalter, Nemer, Fields & Younger**
Internal Address: _____

Street Address: **601 South Figueroa Street, 24th Floor**
City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) \$ 190.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
20-0052

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

MR. SIGI HINOJOSA
Name of Person Signing

Signature

December 17, 2001
Date

Total number of pages including cover sheet, attachments, and document:

SCHEDULE "A"

REGISTERED TRADEMARKS AND SERVICE MARKS

<u>Trademark of Service Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
3D (Logo Only)	12/1/98	2,206,823
ACTUA	10/06/98	2,193,642
KELTOOL	6/17/97	2,071,439
SLA	03/14/00	2,327,581

PENDING TRADEMARKS AND SERVICE MARKS

<u>Trademark and Service Mark</u>	<u>Filing Date</u>	<u>Serial No.</u>
3D SYSTEMS ¹	08/13/97	75,340,133
KELTOOL ²	11/30/99	75,860,995
THERMOJET ³	03/11/99	75,658,616

¹ According to the United States Patent and Trademark Office ("PTO"), this application was abandoned by Debtor on August 24, 2000. However, Debtor has proof that this application was revived and is currently being considered by the PTO for a registration under 15 USC 1502(f) (registration of the mark that has acquired distinctiveness in commerce).

² According to the PTO, Debtor only has a pending application for KELTOOL. However, Debtor has proof that the registered mark of KELTOOL has been properly assigned to Debtor and that the PTO has acknowledged its error. The PTO has approved this application for publication on February 27, 2001, but has yet to publish it. Following publication, and no opposition during the following thirty day period, the trademark will be registered.

³ According to notice from the PTO on July 11, 2001, registration for THERMOJET will be issued August 24, 2001.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (“**Agreement**”), dated as of August 16, 2001, is entered into between **3D SYSTEMS, INC.**, a California corporation (“**Debtor**”) and **U.S. BANK NATIONAL ASSOCIATION**, as arranger and administrative agent (“**Agent**”) for itself and for certain lenders (the “**Lenders**”), in light of the following:

A. Debtor, 3D Systems Corporation, a Delaware corporation, Tiger Deals, Inc., a Delaware corporation, and 3D Capital Corporation, a California corporation (collectively, jointly, and severally, the “**Borrowers**”), on the one hand, and Agent on behalf of itself and the Lenders (collectively, and together with any successors or assigns of any of the foregoing, the “**Lender Group**”), on the other hand, have entered into that certain Loan and Security Agreement (“**Loan Agreement**”) and have entered into or will be entering into other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the “**Loan Documents**”); and

B. Debtor is the owner of certain intellectual property, identified below, in which Debtor is granting a security interest to Agent on behalf of the Lender Group.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. Capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms, as used in this Agreement, have the following meanings:

“Code” means the California Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

“Collateral” means:

(i) Each of the trademarks and all words, symbols and devices which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, domain names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all trademark rights (including, without limitation, all common law rights) with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits) and registrations therefore, and rights to renew and extend such trademarks and trademark rights (hereafter, the “**Trademarks**” or a “**Trademark**”);

(ii) Each of the patents, patent applications and patentable inventions which are presently, or in the future may be, created, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all patent rights with respect thereto throughout the world (including, without limitation, with respect to any improvements and all divisions, substitutions, continuations and continuations in part thereof, and all reissues and extensions thereof), including all proceeds thereof (including license royalties and proceeds of infringement suits) and registrations therefore, foreign filing rights, and rights to extend such patents and patent rights (hereafter, the "Patents" or a "Patent");

(iii) Each of the copyrights and rights and interests capable of being protected as copyrights, which are presently, or in the future may be, owned authored, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all copyright rights with respect thereto throughout the world (including, without limitation, all common law rights), including all proceeds thereof (including license royalties and proceeds of infringement suits), and registrations therefore, and all tangible property embodying the copyrights (including books, records, films, computer tapes or disks, photographs, specification sheets, source codes, object codes, and other physical manifestations of the foregoing) (hereafter, the "Copyrights" or a "Copyright");

(iv) Each of Debtor's formulas, patterns, compilations, programs, devices, methods, techniques and processes, which are presently, or in the future may be, created, owned, issued, acquired, or used (whether pursuant to a license or otherwise), which: (a) Has independent economic value, whether actual or potential; (b) Is not generally known in the industry, to the public, or to others who can realize economic value from its disclosure or use; and (c) Is the subject of Debtor's efforts that are reasonable under the circumstances to maintain its secrecy (hereafter, the "Trade Secrets" or a "Trade Secret");

(v) All of Debtor's right, title, and interest in and to the trademark applications and trademark registrations listed on Schedule A, attached hereto, as the same may be updated hereafter from time to time;

(vi) All of Debtor's right, title, and interest, in and to the patent registrations and patent applications listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(vii) All of Debtor's right, title, and interest, in and to the copyright applications and copyright registrations listed on Schedule C, attached hereto, as the same may be updated hereafter from time to time;

(viii) All of Debtor's right, title, and interest, in and to the trade secrets listed on Schedule D, attached hereto, as the same may be updated hereafter from time to time;

(ix) All of Debtor's rights to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to

sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Agent for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(x) All of Debtor's right, title, and interest in all patentable inventions, and rights to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Debtor or in the name of Agent for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(xi) All of Debtor's rights to register copyright claims under any federal copyright law or regulation of any foreign country and to apply for registrations on original works, compilations, derivative works, collective works, and works for hire, the right (without obligation) to sue in the name of Debtor or in the name of Agent for past, present, and future infringements of the copyrights, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(xii) All general intangibles relating to the foregoing;

(xiii) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral; and

(xiv) Notwithstanding anything to the contrary set forth herein, Collateral, including any elements set forth in Schedules A, B, C and D, shall at no time include any or all rights, claims, title, or interests which Debtor agreed to divest or make available to be divested, pursuant to that certain Final Judgement issued pursuant to Civil No. 1:01CV01237 (GK) (hereafter, the "Final Judgement").

"Material Adverse Change" means (a) a material adverse change in the business, prospects, operations, results of operations, assets, liabilities or condition (financial or otherwise) of Debtor taken as a whole, (b) a material impairment of Debtor's ability to perform its obligations under the Agreement or any of the Loan Documents or of the Agent's ability to enforce the Obligations or realize upon the Collateral, or (c) a material impairment of the enforceability or priority of the Agent's Liens with respect to the Collateral as a result of an action or failure to act on the part of Debtor, provided, however, that any such change or impairment that would not have occurred but for a Lender default shall not be considered a Material Adverse Change.

"Obligations" means all obligations, liabilities, and indebtedness of each of the Borrowers to the Lender Group (as well as any member of the Lender Group), whether direct, indirect, liquidated, or contingent, and whether arising under this Agreement, the Loan Agreement, any other of the Loan Documents, or otherwise, including all costs and expenses described in Section 11.8 hereof.

1.2 Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Agent or the Lender Group, on the one hand, or Debtor, on the other hand, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Debtor, Agent, and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Agent and Debtor.

2. GRANT OF SECURITY INTEREST.

Debtor hereby grants to Agent on behalf of the Lender Group a first-priority security interest in all of Debtor's right, title, and interest in and to the Collateral to secure the Obligations, with the exception of a prior security interest granted to UVP, Inc., for U.S. Patent Nos. 4,575,330 and 4,929,402, and their corresponding foreign equivalents.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Debtor hereby represents, warrants, and covenants that:

3.1 Copyrights; Trademarks; Patents; Trade Secrets.

(i) A true and complete schedule setting forth all federal and state trademark and service mark registrations and applications owned or controlled by Debtor or licensed to Debtor, together with a registration date and registration number with respect to each registration or a filing date and serial number with respect to each application is set forth on Schedule A;

(ii) A true and complete schedule setting forth all patent and patent applications owned or controlled by Debtor or licensed to Debtor, together with a description or title of each patent or patent application with an issue date and patent number with respect to each patent or a filing date and serial number with respect to each patent application is set forth on Schedule B;

(iii) A true and complete schedule setting forth all federal copyright registrations owned or controlled by Debtor or licensed to Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule C; and

(iv) A true and complete schedule setting forth all Trade Secrets owned or controlled by Debtor or licensed to Debtor, together with a summary description is set forth on Schedule D.

3.2 Validity; Enforceability. Debtor's Copyrights, Patents, Trademarks and Trade Secrets set forth on Schedules A, B, C and D are valid and enforceable, and Debtor is not presently aware of any past, present, or prospective claim by any third party that any of such Copyrights, Patents, Trademarks or Trade Secrets are invalid or unenforceable, or that its use of any such Copyrights, Patents, Trademarks or Trade Secrets violates the rights of any third person, or of any basis for any such claims other than the claims present in civil actions Case No. 97-CV-0231 AJW 3D Systems, Inc., v. Aaroflex, Inc., and Case No. SACV 00-1230 DOC (Eex) EOS GmbH Electro Optical System v. DTM Corporation and Compression, a division of Moll Industries, in the Central District of California;

3.3 Title. Debtor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the Copyrights, Patents, Trademarks and Trade Secrets set forth on Schedules A, B, C and D, free and clear of any liens, charges, and encumbrances, including pledges, assignments, shop rights, and covenants by Debtor not to sue third persons. Notwithstanding the foregoing, Debtor's representation and warranty made in this paragraph shall not include: (1) Any assets set forth on Schedules A, B, C or D provided as collateral pursuant to a secured loan, advance and/or extension of credit from The CIT Group / Business Credit, Inc. to Debtor ("Existing Financing Agreement"), which interest in such collateral shall be terminated upon repayment of the Existing Financing Agreement concurrent with the execution of secured loans and advances to Debtor from Agent; or (2) Any Collateral subject to the Final Judgement;

3.4 Notice. Debtor has used and will continue to use proper statutory notice in connection with its use of each of its Collateral;

3.5 Quality. Debtor has used and will continue to use consistent standards of high quality (which may be consistent with Debtor's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with its Trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of its Trademarks;

3.6 Waste of Assets. Debtor will take all actions reasonably necessary to prevent the wasting or degradation of any material element of the Collateral (including, without limitation, any Patent, Trademark, Copyright or Trade Secret), including filing for protection of any common law rights therein, diligently prosecuting to completion any pending application therefore, or maintaining the validity of any registration existing thereupon, or taking any other action as may be reasonably necessary to maintain the value and/or enforceability of the Collateral;

3.7 Perfection of Security Interest. Except for the filing of a financing statement with the Secretary of State of California, the Secretary of State of Delaware, and the filings with the United States Patent and Trademark Office and the United States Copyright Office necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any Governmental Authority is required either for the grant by Debtor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Debtor or for the perfection of or the exercise by Agent of its rights hereunder to the Collateral in the United States; and

3.8 Licenses. None of the licenses granted by Debtor with respect to any of the Collateral causes a Material Adverse Change.

4. AFTER-ACQUIRED COPYRIGHT, PATENT, TRADEMARK OR TRADE SECRET RIGHTS.

If Debtor shall obtain rights to any new Copyright, Trademark, Patent or Trade Secret, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Agent with respect to any such new Copyright, Trademark, Patent or Trade Secret, final adjudication or forfeiture of an application, issuance of a registration, or the renewal, abandonment, cancellation or expiration of any registration therefore. Debtor shall bear any expenses incurred in connection with future patent applications or service mark or trademark registrations.

5. LITIGATION AND PROCEEDINGS.

Debtor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Debtor shall provide to Agent any information with respect thereto requested by Agent. Agent shall provide at Debtor's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Debtor's becoming aware thereof, Debtor shall notify Agent of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office, or any United States, state, or foreign court regarding Debtor's claim of ownership in any of the Collateral, its right to apply for the same, or its right to keep and maintain such Collateral.

6. POWER OF ATTORNEY.

Debtor grants Agent power of attorney, having the full authority, and in the place of Debtor and in the name of Debtor, from time to time following an Event of Default in Agent's discretion, to take any action and to execute any instrument which Agent may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of this Agreement: to endorse Debtor's name on all applications, documents, papers, and instruments necessary for Agent to use or maintain the Collateral; to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; to file any claims or take any action or institute any proceedings that Agent may reasonably deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the Lender Group's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

7. RIGHT TO INSPECT.

Subject to the limitations set forth in Section 4.6 of the Loan Agreement, Debtor grants to Agent or any other member of the Lender Group and its employees and agents the right to visit Debtor's plants and facilities which manufacture, inspect, or store products sold under or containing any of the Collateral, and to inspect the products and quality control records relating

thereto upon reasonable prior notice to the Debtor and at reasonable times during regular business hours; provided, however, that upon the occurrence of an Event of Default and so long as it is continuing, no prior notice of an inspection shall be required.

8. EVENTS OF DEFAULT.

Any of the following events shall be an Event of Default:

8.1 Loan Agreement. An Event of Default pursuant to the Loan Agreement as defined therein;

8.2 Misrepresentation. Any representation or warranty made herein by Debtor or in any document furnished to Agent by Debtor under this Agreement that constitutes or results in a Material Adverse Change; and

8.3 Breach. Debtor fails to observe or perform any covenant, condition, or agreement to be observed or performed pursuant to the terms hereof that constitutes or results in a Material Adverse Change.

9. SPECIFIC REMEDIES.

Upon the occurrence of any Event of Default, Agent shall have, in addition to, other rights given by law or in this Agreement, the Loan Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

9.1 Notification. Agent may notify licensees to make royalty payments on license agreements directly to Agent for the ratable benefit of the Lender Group;

9.2 Sale. Agent may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Agent deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Debtor ten days prior to such disposition. Debtor shall be credited with the net proceeds of such sale only when they are actually received by Agent, and Debtor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, Agent shall also give notice of the time and place by publishing a notice one time at least ten days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, Agent may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Agent at such sale.

10. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR

RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA OR, AT THE SOLE OPTION OF AGENT, IN ANY OTHER COURT IN WHICH AGENT SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. EACH OF DEBTOR AND AGENT WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10. DEBTOR AND AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTOR AND AGENT REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

11. GENERAL PROVISIONS.

11.1 Effectiveness. This Agreement shall be binding and deemed effective when executed by Debtor and Agent.

11.2 Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Debtor may not assign this Agreement or any rights or duties hereunder without Agent's prior written consent and any prohibited assignment shall be absolutely void. Agent may assign this Agreement and its rights and duties hereunder and no consent or approval by Debtor is required in connection with any such assignment.

11.3 Section Headings. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each section applies equally to this entire Agreement.

11.4 [Intentionally Omitted].

11.5 Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

11.6 Amendments in Writing. This Agreement can only be amended by a writing signed by both Agent and Debtor.

11.7 Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

11.8 Fees and Expenses. Debtor shall pay to Agent on demand all costs and expenses that Agent or the Lender Group pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Agent; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Debtor under this Agreement that Debtor fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against the Lender Group arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement or the Loan Documents regarding costs and expenses to be paid by Debtor. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of such attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

11.9 Notices. Pursuant to Section 12 of the Loan Agreement, all notices to Debtor shall be sent to Debtor in care of administrative borrower ("Administrative Borrower") at the address below. Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and (except for financial statements and other informational documents which may be sent by first-class mail, postage prepaid) shall be personally delivered or sent by registered or certified mail (postage prepaid, return receipt requested), overnight courier, electronic mail (at such email addresses as Debtor or Agent, as applicable, may designate to each other in accordance herewith), or telefacsimile to Debtor in care of Administrative Borrower or to Agent, as the case may be, at its address set forth below:

If to Administrative
Borrower:

3D SYSTEMS CORPORATION
26081 Avenue Hall
Valencia, California 91355
Attn: E. James Selzer, Chief Financial Officer
Fax No. 661.295.8367
E-Mail: selzerj@3dsystems.com

If to Agent:

U.S. BANK NATIONAL ASSOCIATION
15910 Ventura Boulevard
Encino, California 91436
Attn: Karen K. Brown and Francis Lim
Fax No. 818.789.3041
Telephone No. 818.817.7236
E-Mail: karen.brown2@usbank.com and
francis.lim@usbank.com

with copies to:

BUCHALTER, NEMER, FIELDS & YOUNGER
601 So. Figueroa Street, Suite 2400
Los Angeles, California 90017
Attn: William Schoenholz, Esq.
Fax No. 213.896.0400
E-Mail: wschoenholz@buchalter.com

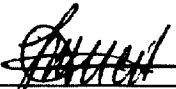
Agent and Borrowers may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other party. All notices or demands sent in accordance with this Section 11.9, other than notices by Agent in connection with enforcement rights against the Collateral under the provisions of the Code, shall be deemed received on the earlier of the date of actual receipt or 3 Business Days after the deposit thereof in the mail. Debtor acknowledges and agrees that notices sent by the Lender Group in connection with the exercise of enforcement rights against Collateral under the provisions of the Code shall be deemed sent when deposited in the mail or personally delivered, or, where permitted by law, transmitted by telefacsimile or any other method set forth above.

11.10 Termination By Agent. After termination of the Loan Agreement and when Agent has received payment and performance, in full, of all Obligations, the security interest and lien granted hereunder shall terminate and all rights to the Collateral shall revert to the Debtor. Upon such termination, Agent shall execute and deliver to Debtor such Uniform Commercial Code termination statements and other documents as shall be reasonably requested by Debtor to effect the termination of all of the security interests granted by Debtor hereunder and, to the extent that the Collateral has not been disposed of in accordance with this Agreement and subject to any rights of third parties superior to Debtor, Agent shall forthwith cause to be assigned, transferred and delivered, any remaining Collateral and money received in respect thereof to, or to the order of, Debtor.

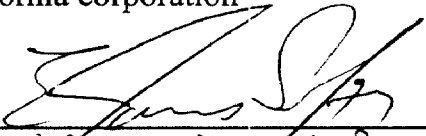
11.11 Integration. This Agreement, together with the other Loan Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

U.S. BANK NATIONAL ASSOCIATION,
as Agent and a Lender

By:  _____
Title: VICE PRESIDENT

3D SYSTEMS, INC.,
a California corporation

By:  _____
Title: Chief Financial Officer and Vice President, Finance

SCHEDULE "A"

REGISTERED TRADEMARKS AND SERVICE MARKS

<u>Trademark of Service Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
3D (Logo Only)	12/1/98	2,206,823
ACTUA	10/06/98	2,193,642
KELTOOL	6/17/97	2,071,439
SLA	03/14/00	2,327,581

PENDING TRADEMARKS AND SERVICE MARKS

<u>Trademark and Service Mark</u>	<u>Filing Date</u>	<u>Serial No.</u>
3D SYSTEMS ¹	08/13/97	75,340,133
KELTOOL ²	11/30/99	75,860,995
THERMOJET ³	03/11/99	75,658,616

¹ According to the United States Patent and Trademark Office ("PTO"), this application was abandoned by Debtor on August 24, 2000. However, Debtor has proof that this application was revived and is currently being considered by the PTO for a registration under 15 USC 1502(f) (registration of the mark that has acquired distinctiveness in commerce).

² According to the PTO, Debtor only has a pending application for KELTOOL. However, Debtor has proof that the registered mark of KELTOOL has been properly assigned to Debtor and that the PTO has acknowledged its error. The PTO has approved this application for publication on February 27, 2001, but has yet to publish it. Following publication, and no opposition during the following thirty day period, the trademark will be registered.

³ According to notice from the PTO on July 11, 2001, registration for THERMOJET will be issued August 24, 2001.

SCHEDULE "B"**PATENTS****United States**

Patent Description/Title	Issue Date	Patent No
Basic-Recoating w/Excess Thickness	3/11/1986	4,575,330
Basic Absorption to Form Thin Layers	5/29/1990	4,929,402
Phase Change Ink Jetting	2/12/1991	4,992,806
Water Post Cure	2/26/1991	4,996,010
Web Supports	3/12/1991	4,999,143
Stress Reliefs	5/14/1991	5,015,424
Beam Profiler	10/22/1991	5,058,988
Drift Correction	10/22/1991	5,059,021
Slice	10/22/1991	5,059,359
Quadrax--Recoating Applicator Bar	12/10/1991	5,071,337
Off-Peak Post Cure	12/31/1991	5,076,974
Surface Tension Recoater	3/17/1992	5,096,530
Curl Reduction CIP	4/14/1992	5,104,592
Calibration	6/23/1992	5,123,734
Skintinuous	7/14/1992	5,130,064
Slice 1-CIP FWC	8/11/1992	5,137,662
Thermal Stereolithography	8/25/1992	5,141,680
Integrated Stereolithography	9/1/1992	5,143,663
Off Peak Post Cure CNT	11/17/1992	5,164,128
Doctor Blade/Liquid Leveling	12/29/1992	5,174,931

Basic-Ink Jet	12/29/1992	5,174,943
Starweave/Weave	1/26/1993	5,182,055
X Wavelengths	1/26/1993	5,182,056
SLA-500 CNT	1/26/1993	5,182,715
Slice 2-CIP	2/2/1993	5,184,307
Cure Down	3/9/1993	5,192,469
Building With Sheets CNT	3/9/1993	5,192,559
Extra Steps	5/11/1993	5,209,878
Surface Tension Smoothing	8/10/1993	5,234,636
Basic LL Control CNT	8/17/1993	5,236,637
Curl Balancing CNT	8/24/1993	5,238,639
2-Step Cleaning	9/28/1993	5,248,456
Skintinuous/Quickcast	10/26/1993	5,256,340
Doctor Blade/Liquid Leveling CNT	11/2/1993	5,258,146
Beam Profiling CNT	11/30/1993	5,267,013
Curl Reduction CNT	12/28/1993	5,273,691
Phase Change Ink Jetting	5/17/1994	5,313,232
Layer Comparison Slice	6/14/1994	5,321,622
Basic - Ink Jet #2	9/6/1994	5,344,298
Slice 2- CIP CNT	9/6/1994	5,345,391
Quadrax-Combined CIP	10/25/1994	5,358,673
Glass Plate & Peeling	9/5/1995	5,447,822
EOS-Object Data Correction	10/24/1995	5,460,758
Boolean Layer Comparison Slice #2	1/2/1996	5,481,470

Calibration/Beam Profiling CIP	2/27/1996	5,495,328
Thermal Stereolithography	3/26/1996	5,501,824
Basic - Multipass	9/10/1996	5,554,336
Thermal SL/Adhesion & Cooling	10/29/1996	5,569,349
Basic - Automatic Part Removal (M & A)	10/29/1996	5,569,431
Basic - Broad Deep Dip	11/5/1996	5,571,471
Basic - Liquid Level Control (M & A)	11/12/1996	5,573,722
EOS - Flexible Doctor Blade CNT	12/10/1996	5,582,876
Simultaneous Multiple Layer Curing CIP	1/28/1997	5,597,520
Starweave--Virtual Scanning	3/11/1997	5,609,812
Starweave/Alternate Sequence	3/11/1997	5,609,813
SLA-500 (CNT)	3/11/1997	5,610,824
Basic - CAD Input	5/20/1997	5,630,981
Building W/Sheets CNT	6/10/1997	5,637,169
Doctor Blade	7/29/1997	5,651,934
EOS-Wiper w/Different Surface Tensions	9/9/1997	5,665,401
Quadrax Dispenser	9/16/1997	5,667,820
Thermal SL/Bulk	9/30/1997	5,672,312
Thermal SL/Partial Support	10/14/1997	5,676,904
Vibration Divisional	11/18/1997	5,688,464
Vibrationally Enhanced SL	12/2/1997	5,693,144
Thermal SL/Planarization	12/9/1997	5,695,707

Starweave/Bullets	1/27/1998	5,711,911
Basic - Multiple Degrees of Freedom ⁴	6/9/1998	5,762,856
Curl Reduction CNT ⁵	7/28/1998	5,772,947
Thermal/Slice	7/7/1998	5,776,409
Basic - Alternate Vectoring (M & A)	7/14/1998	5,779,967
Basic - Variable Velocity (M & A) ⁶	7/28/1998	5,785,918
Basic - Variable Spacing & Vector Overlay	9/29/1998	5,814,265
Solid State Laser	11/24/1998	5,840,239
Cslice CNT	12/29/1998	5,854,748
Building with Bridging Patterns	1/5/1999	5,855,718
Actua Material Continuation	1/5/1999	5,855,836
Slice CNT	2/9/1999	5,870,307
Quadrax Applicator CNT	3/23/1999	5,885,511
Doctor Blade CNT	4/6/1999	5,891,382
EOS-Envelope, Core, Supports, & Diff. Exposures	4/27/1999	5,897,825
Rapid Recoating FWC	5/11/1999	5,902,537
Thick/Thin Layers	5/11/1999	5,902,538

⁴ This patent stems from the original patent application filed on August 8, 1984 by the founder of Debtor which issued as U.S. Patent No. 4,575,330. It is connected through a string of continuation and divisional patents that were assigned to Debtor. Although on the face of the issued patent it does not recite Debtor, assignment documents are in Debtor's files.

⁵ This patent issued on June 30, 1998 which stems from an original patent application filed in 1988 and then assigned to Debtor. Although it does not recite Debtor on the face of the issued patent, the assignment documents for this application's parent filings are in the Debtor Inc.'s files.

⁶ A request for certificate of correction was filed with the PTO to correct their error in issuing and misassigning this patent. The issued Certificate of Correction is dated August 17, 1999 and is in the Debtor's files, as are the assignment documents.

EOS - Dispensing Via Adjustable Gap Width	5/18/1999	5,904,889
Actua Data Manipulation & System CIP	8/24/1999	5,943,235
Trapped Volume Detection	8/31/1999	5,945,058
Quickcast CNT	10/12/1999	5,965,079
Keltool--Single Furnace Cycle	11/23/1999	5,989,476
Nike - Heating Plate	12/7/1999	5,997,291
SMLC--2 CIP	12/7/1999	5,999,184
Pulse On Position	12/14/1999	6,001,297
Basic - Multi Degrees of Freedom (App)	2/22/2000	6,027,324
Thermal SL with Slice CNT	2/22/2000	6,027,682
Trapped Volume Detection DIV	2/22/2000	6,029,096
Quickcast CNT	3/14/2000	6,036,911
SL Curl Reduction	4/11/2000	6,048,188
Doctor Blade CNT	4/11/2000	6,048,487
Contour Data Interpolation	7/4/2000	6,084,980
SW - Tool Style Recoating	8/15/2000	6,103,176
Multiblade ⁷	8/29/2000	6,110,409
SW - Crop Dusting/Fast Forward	10/3/2000	6,126,884
SW - Direct Control of UV Power Production	10/10/2000	6,129,884
Nike - TJ-88	10/17/2000	6,132,665
SW - Top Speed/Max Speed Control	10/17/2000	6,132,667
Synthesis of Urethane-Tetraamide	10/17/2000	6,133,353

⁷ The individuals who registered this patent assigned it to OptoForm SARM, a French company which Debtor France SARM purchased in early 2001. The assignment of the OptoForm patents to Debtor has not yet been completed and the title has been contested in a lawsuit in France filed OptoForm, and two of its principals.

Actua Material Divisional	10/17/2000	6,133,355
Nike - Deposition Techniques	10/24/2000	6,136,252
SW - Air Temperature Control	11/28/2000	6,153,142
Keltool--K-Mix Includes Filler	11/28/2000	6,153,312
Solid State Laser-Height Matching	12/5/2000	6,157,663
SW - Style Wizard	12/12/2000	6,159,411
Variable Temperature Control	12/19/2000	6,162,378
Solid State Laser CNT	1/9/2001	6,172,996
Thick/Thin Layers CNT	1/30/2001	6,179,601
Actua - Build & Support Divisional	2/27/2001	6,193,923
Pulse On Position	4/10/2001	6,215,095
Molding Method, Apparatus, and Device Including Use of Powder Metal Technology	5/01/2001	6,224,816
Stereolithographic method and apparatus with enhanced control of prescribed stimulation production and application	6/05/2001	6,241,934
Rapid Prototyping Apparatus with Enhanced Thermal and/or Vibrational Stability	7/17/2001	6,261,077
Method of and Apparatus For Making Partially Solidified Three-dimensional Objects On A Layer-by-Layer Basis From A Solidifiable Medium	7/17/2001	6,261,506
Method of and Apparatus for Making A Three Dimensional Object By Stereolithography	7/17/2001	6,261,507
Method of making a three-dimensional object by stereolithography	7/24/2001	6,264,873
Selective deposition modeling method and apparatus for forming three-dimensional objects and supports	8/7/2001	6,270,335

Nike - Appearance (Design Patent)	2/8/2000	D420,371
Nike - Container Design	4/11/2000	D422,609
Nike - Appearance CIP (Design Patent)	4/18/2000	D423,023

International

Patent Description/Title	Issue Date	Patent No.	Country
Supports	3/20/1996	338751	Belgium
Doctor Blade/Liquid Leveling	11/29/1995	361847	Belgium
Skintiuous/Weave	3/27/1996	429196	Belgium
Basic-Liquid Level Control	4/22/1998	535720	Belgium
Doctor Blade Divisional	4/18/2001	681905	Belgium
Multiblade	3/29/2000	874726	Belgium
Curl Reduction	3/17/1998	1339750	Canada
Slice	8/13/1996	1338521	Canada
Beam Profiling	1/24/1995	1334052	Canada
Off-Peak Post Cure	3/4/1997	1338954	Canada
Stress Reliefs	10/1/1996	1338628	Canada
Supports	3/17/1998	1339751	Canada
Doctor Blade/Liquid Leveling	1/23/1996	1337955	Canada
Beam Profiling Divisional	4/13/1999	1340501	Canada
SL Beam Profiling	4/10/2001	1341214	Canada
SL Curl Reduction	2/1/2000	1340890	Canada
Supports	3/20/1996	338751	Switzerland
Doctor Blade/Liquid Leveling	11/29/1995	361847	Switzerland
Skintiuous/Weave	3/27/1996	429196	Switzerland
Multiblade	3/29/2000	874726	Switzerland
Deep Dip	11/18/1993	3587656.5	Germany

Doctor Blade/Liquid Leveling	11/29/1995	68924952.7	Germany
Supports	3/20/1996	68925989.1	Germany
Skintiuous/Weave	3/27/1996	69026201.9	Germany
Curl Reduction	3/26/1997	68927908	Germany
Stress Reliefs	6/18/1997	68928133.1	Germany
Slice	6/25/1997	68928141.2	Germany
EOS-Envelope, Core, Supports, Different Exposures	12/21/1995	4436695	Germany
EOS-Internal Core w/Opening for Drainage	9/11/1997	19538257	Germany
EOS-Removal and Filling	11/4/1993	4216502	Germany
EOS-Immersed Probe	5/19/1993	4110903	Germany
EOS-Centrifugal Force	3/24/1994	4308189	Germany
EOS-Wiper w/Different Surface Tensions	3/6/1997	19515165	Germany
Beam Profiling	12/10/1997	68928485.3	Germany
Basic-Liquid Level Control	4/22/1998	3588184.4-08	Germany
Doctor Blade Divisional	4/18/2001	681905	Germany
EOS-Wiper w/Different Surface Tensions	7/28/1999	59602515.7-0	Germany
Recoating Applicator	10/13/1999	69131711.9-0	Germany
Envl, Core, Supports Diff Exp		59504444.1	Germany
Multiblade	5/4/2000	69701562	Germany
Deep Dip	11/18/1993	171069	Europe
Doctor Blade/Liquid Leveling	11/29/1995	361847	Europe
Integrated Stereolithography	2/23/1996	403146	Europe
Supports	3/20/1996	338751	Europe

Skintinuous/Weave	3/27/1996	429196	Europe
Curl Reduction	3/26/1997	362982	Europe
Stress Reliefs	6/18/1997	355945	Europe
Slice	6/25/1997	354637 B1	Europe
Beam Profiling	12/10/1997	375097	Europe
Basic-Liquid Level Control	4/22/1998	535720	Europe
Envl, Core, Supports Diff Exp	12/2/1998	785859	Europe
Recoating Applicator	10/13/1999	515562	Europe
Doctor Blade Divisional	4/18/2001	681905	Europe
Wiper w/Different Surface Tensions	7/28/1999	739704	Europe
Doctor Blade/Liquid Leveling	11/29/1995	361847	Spain
Multiblade	5/16/2000	2143842	Spain
Deep Dip	11/18/1993	171069	France
Doctor Blade/Liquid Leveling	11/29/1995	361847	France
Supports	3/20/1996	338751	France
Skintiuous/Weave	3/27/1996	429196	France
Curl Reduction	3/26/1997	362982	France
Stress Reliefs	6/18/1997	355945	France
Slice	6/25/1997	354637	France
Beam Profiling	12/10/1997	375097	France
Basic-Liquid Level Control	4/22/1998	535720	France
Envl, Core, Supports Diff Exp	12/2/1998	785859	France
Recoating Applicator	10/13/1999	515562	France
Doctor Blade Divisional	4/18/2001	681905	France

Wiper w/Different Surface Tensions	7/28/1999	739704	France
Multiblade	7/4/1997	2743017	France
Paste Recoating, Doctor Blade	5/11/2001	2790418	France
Deep Dip	11/18/1993	171069	United Kingdom
Doctor Blade/Liquid Leveling	11/29/1995	361847	United Kingdom
Integrated Stereolithography	2/23/1996	403146	United Kingdom
Supports	3/20/1996	338751	United Kingdom
Skintiuous/Weave	3/27/1996	429196	United Kingdom
Curl Reduction	3/26/1997	362982	United Kingdom
Stress Reliefs	6/18/1997	355945	United Kingdom
Slice	6/25/1997	354637	United Kingdom
Beam Profiling	12/10/1997	375097	United Kingdom
Envl, Core, Supports Diff Exp	12/2/1999	785859	United Kingdom
Basic-Liquid Level Control	4/22/1998	535720	United Kingdom
Wiper w/Different Surface Tentions	7/28/1999	739704	United Kingdom
Recoating Applicator	10/13/1999	515562	United Kingdom
Doctor Blade Divisional	4/18/2001	681905	United Kingdom

Multiblade	3/29/2000	874726	United Kingdom
Deep Dip	7/3/1998	1001701	Hong Kong
Doctor Blade/Liquid Leveling	9/25/1998	1002908	Hong Kong
Skintinuous/Weave	6/26/1998	1001556	Hong Kong
Supports	7/3/1998	1001674	Hong Kong
Slice	7/3/1998	1001678	Hong Kong
Curl Reduction	7/3/1998	1001675	Hong Kong
Stress Reliefs	7/3/1998	1001677	Hong Kong
Beam Profiling	10/30/1998	1003490	Hong Kong
Basic Liquid Level Control	2/19/1999	1006347	Hong Kong
Skintinuous/Weave	2/21/1993	96166	Israel
Doctor Blade/Liquid Leveling	7/8/1993	91784	Israel
Curl Reduction	8/18/1993	89980	Israel
Stress Reliefs	9/22/1993	89979	Israel
Slice	12/28/1993	89981	Israel
Beam Profiling	12/28/1993	89976	Israel
Off-Peak Post Cure	12/28/1993	89977	Israel
Supports	12/28/1993	89978	Israel
Doctor Blade/Liquid Leveling	11/29/1995	361847	Italy
Supports	3/20/1996	338751	Italy
Skintinuous/Weave	3/27/1996	429196	Italy
Curl Reduction	3/26/1997	362982	Italy
Slice	6/25/1997	354637	Italy

Basic-Liquid Level Control	4/22/1998	535720	Italy
Envl, Core, Supports Diff Exp	12/2/1998	785859	Italy
Doctor Blade Divisional	4/18/2001	681905	Italy
Wiper w/different Surface Tensions	10/22/1999	739704	Italy
Basic Recoating	2/28/1994	1827066	Japan
Basic Liquid Release	3/15/1994	1830475	Japan
Basic Computer Control -- Deep Dip	6/23/1995	1941317	Japan
Basic Thin Layers -- Deep Dip	10/25/1995	1982927	Japan
Spot Size, Intensity, Thin Layers	10/17/1995	1979820	Japan
Basic Ink Jet	10/25/1997	2134664	Japan
Basic - Ink Jet	1/14/1999	2139883	Japan
Curl Reduction	10/18/1999	2963478	Japan
Supports	11/19/1999	3004302	Japan
Slice	1/31/2000	3004667	Japan
Stress Reliefs	4/10/2000	3030853	Japan
Doctor Blade/Liquid Leveling	4/10/2000	3030855	Japan
Blacklight	10/6/2000	3117452	Japan
EOS Dispenser w/adjustable width gap	12/1/2000	3136161	Japan
Curl Reduction	5/15/1999	178873	Korea
Supports	5/15/1999	178872	Korea
Doctor Blade/Liquid Leveling	5/15/1999	178874	Korea
Doctor Blade/Liq. Leveling	5/15/1999	178876	Korea
Skintinuous/Weave	12/15/1998	183038	Korea
Doctor Blade/Liquid Leveling	1/15/1999	189270	Korea

Skintinuous/Weave Div	4/6/1999	205837	Korea
Slice Divisional	8/17/1999	229580	Korea
Slice	2/26/2000	10-257034	Korea
Supports	1/28/2000	10-257135	Korea
Curl Reduction	2/26/2000	10-257033	Korea
Slice Div	11/14/2000	10-280986	Korea
Doctor Blade/Liquid Leveling	11/29/1995	361847	Luxembourg
Supports	3/20/1996	338751	Luxembourg
Skintinuous/Weave	3/27/1996	429196	Luxembourg
Multiblade	3/29/2000	874726	Luxembourg
Rapid Recoating	3/24/2000	195669	Mexico
Doctor Blade Divisional	4/18/2001	681905	Netherlands
Basic - Liquid Level Control	4/22/1998	535720	Netherlands
Recoating Applicator	10/13/1999	515562	Netherlands
Deep Dip	11/18/1993	9691429-6	Singapore
Doctor Blade/Liquid Leveling	11/29/1995	32089	Singapore
Rapid Recoating	6/22/1999	43602	Singapore
Basic Liquid Level Control	9/19/2000	48918	Singapore

CONFIDENTIAL: NOT FOR DISCLOSURE TO 3RD PARTIES
PATENT APPLICATIONS

United States

Patent Description/Title	Filing Date	Serial No.
Simultaneous Multiple Layer Curing Divisional	4/12/1999	09/289,842
Actua-Data Manipulation/Slicing	5/4/1999	09/305,094
Rapid Recoating CNT	5/10/1999	09/307,835
Actua - System CNT	6/13/1997	08/876,001
Solid State Laser-Depth Matching	4/16/1998	09/061,797
TJ-88 Divisional	3/7/2000	09/520,661
Sidewinder - Inter Hatch Delay	2/8/1999	09/246,504
Seal Frequency Conversion Crystal	8/4/1999	09/368,342
Boolean Layer Comparison Slice CNT	12/18/1998	09/215,793
Slice CNT	1/26/1999	09/236,259
Nike - Job Queuing & Sharing	2/25/1999	09/257,357
Nike - Drop Volume Control	2/25/1999	09/258,019
Nike - Printing w/Angled Print Array	2/25/1999	09/260,522
SW - Dual Spot Size	2/8/1999	09/248,352
SW - Line Width Comp w/Small Feature Retention	1/18/2000	09/484,984
Nike-Blade Wetting M&A	2/25/1999	09/258,007
SW - Laser Power by Vector Type	2/8/1999	09/246,502
Phase Change Solid Imaging Material CIP	4/11/2000	09/547,160
Synthesis of Urethane-Tetraamide Div.	6/26/2000	09/603,213
Wireframe Supports	1/28/2000	09/493,938

Fine Tuning for SL	5/5/2000	09/566,046
Layer Surfacing Device	1/5/2001	09/754,870
DMM - Improvement in strength and surface appearance of 3-D solid objects (aka Pixie Dust)	10/26/2000	09/696,785
Build Surface Height Measurement/Compensation	2/8/2001	09/779,355
Slice-Contour Smoothing Technique	7/7/2000	09/612,492
Method to Reduce Differential Shrinkage in Three-Dimensional Stereolithographic Objects	8/11/2000	09/637,829
Improved Surface Enhancer for Making a Molded Refractory Article	11/10/2000	09/709,193
Electronic Spot Control	2/23/2001	09/791,346
Detoxification/Biocompatibilization of articles produced from a photocurable resin by Stereolithography	3/30/2001	09/822,554

International

Patent Description/Title	Filing Date	Serial No.	Country
Rapid Recoating	8/1/1997	PI 9607005-6	Brazil
Skintinuous/Weave	10/30/1990	2072136	Canada
Layer Comparison	10/30/1991	2095225	Canada
SMLC/Quickcast	4/25/1995	2186613	Canada
Actua-Build and Support Styles	9/27/1996	2233225	Canada
Actua-Data Manipulation & System Control	9/27/1996	2233202	Canada
Multiblade	1/2/1997	2241242	Canada
Rapid Recoating	1/29/1996	96191752.0	CN
Actua-Build and Support Styles	9/27/1996	96198249.7	CN
Actua-Data Manipulation & System Control	9/27/1996	96198255.1	CN
Actua-Data Manipulation & System Control Div	9/27/1996	00104674.5	CN
Layer Comparison	10/30/1991	92900076.8	Europe
Liquid Leveling Divisional	9/26/1989	95107869.0	Europe
Skintinuous Divisional/Quickcast	10/30/1990	95108985.3	Europe
Skintinuous/Quickcast - Tiling Div.	7/4/2001		Europe
Supports Divisional/Merging	4/17/1989	95111925.4	Europe
Curl Reduction Divisional/Breaks & Bends	4/17/1989	96114443.3	Europe
Slice Divisional/LWC, Ordering Vectors	4/17/1989	96114809.5	Europe
SMLC/Quickcast CIP	4/25/1995	95917693.4	Europe
SMLC - Multiple Layer Curing	4/25/1995	01201196.1	Europe
Beam Profiling Divisional	4/17/1989	96120757.8	Europe
Beam Profiling Div 2	12/23/1996	00128126.0	Europe

Rapid Recoating	1/29/1996	96906277.7	Europe
Actua-Build and Support Styles	9/27/1996	96937643.3	Europe
Actua-Data Manipulation & System Control	9/27/1996	96936016.3	Europe
Data Manipulation & System Control	3/28/2000	00201128.6	Europe
Trapped Volume Detection	5/12/1998	98922220.3	Europe
Pulse On Position	4/22/1998	98915652.6	Europe
Solid State Laser	10/19/2000	99919854.2	Europe
Keltool--Single Furnace Cycle	3/26/1999	99933511.0	Europe
Keltool-Molding Tool w/Thermal Control	3/26/1999	99913998.3	Europe
Nike - TJ-88	2/22/2000	00301387.7	Europe
SW - Inter Hatch Delay	2/8/2000	00300970.1	Europe
Nike - Job Queuing & Sharing	2/23/2000	00301433.9	Europe
SW - Dual Spot Size	2/8/2000	00300967.7	Europe
SW - Tool Style Recoating	2/8/2000	00300966.9	Europe
Line Width Compensation with Small Feature Retention	1/18/2000	00300326.6	Europe
SW - Crop Dusting/Fast Forward	2/8/2000	00300975.0	Europe
SW - Laser Power by Vector Type	2/8/2000	00300964.4	Europe
Phase Change Solid Imaging Material CIP	11/13/2000	00310066.6	Europe
Improved Stereolithographic Supports	2/9/2001	1120228	Europe
Fine Tuning for SL	4/24/2001	01303709.8	Europe
Foam Paste	7/20/2000	00 09513	France
Metallic Filled Paste	9/1/2000	00 11170	France
Layer Comparison	10/30/1991	98103545.7	Hong Kong

Doctor Blade/Liq. Leveling Div.	9/26/1989	98102087.3	Hong Kong
Doctor Blade/Liquid Leveling Div.	9/26/1989	98110328.5	Hong Kong
Skintinuous Divisional	10/30/1990	98103024.7	Hong Kong
Supports Divisional	4/17/1989	98105545.2	Hong Kong
Curl Reduction Divisional	4/17/1989	98101823.4	Hong Kong
Slice Divisional	4/17/1989	98101916.2	Hong Kong
Rapid Recoating	1/29/1996	98104013.8	Hong Kong
Actua Build & Support Style	9/27/1996	99100225.9	Hong Kong
Actua-Data Manipulation & System Control	9/27/1996	99100224.0	Hong Kong
Data Manipulation & System Control Div	1/15/1999	00108254-4	Hong Kong
Phase change solid imaging material CIP			Hong Kong
Curl Reduction Div	6/14/1999	11(1999)-166771	Japan
Apparatus for Positioning a Beam Spot	4/17/1989	89-510060	Japan
Supports Divisional	4/17/1989	11(1999)-269509	Japan
Doctor Blade/Blade Gap, Blade Clearance	12/28/1999	11-373769	Japan
SLA-500	10/29/1990	90-291648	Japan
Shutter (SLA-500)	11/24/2000	2000-358417	Japan
Scanning with two different intensities (SLA-500)	10/29/1990	2000-392461	Japan
Two different scanning speeds (SLA-500)	10/29/1990	2000-392462	Japan
Skintinuous/Weave	10/30/1990	91-500457	Japan
Skintinuous/Weave - Tiling	10/30/1990	3(1991)-50047	Japan
Basic Absorption, Spot Size, Intensity, Thin Layers	5/1/1989	89-112735	Japan
Layer Comparison Techniques	10/30/1991	500898/92	Japan
SMLC/Quickcast	4/25/1995	7(95)-527841	Japan

Basic - Liquid Level Control	1/30/1997	9(97)-16901	Japan
Rapid Recoating	1/29/1996	8(96)-523751	Japan
EOS - Dispenser with Adjustable Gap	4/24/1996	11-128576	Japan
Basic-SL + Recoating w/Excess Thickness	3/19/1999	11-75627	Japan
EOS-Wiper w/Different Surface Tensions	4/25/1996	9-105546	Japan
Actua-Build and Support Styles	9/27/1996	9(97)-513744	Japan
Actua-Data Manipulation & Systems Control	9/27/1996	9(97)-513671	Japan
Simultaneous Multiple Layer Curing	3/16/1999	11(99)-70116	Japan
Doctor Blade/Completion of Sweep Prior to Exposure	12/28/1999	2000-410	Japan
Liquid Leveling/Measuring Surface Level	12/28/1999	11-373768	Japan
Slice-Data Manipulation	3/29/1999	11(99)-126218	Japan
Slice Divisional	4/5/1999	11(99)-133109	Japan
Multiblade	1/2/1997	97524902	Japan
Trapped Volume Detection	11/15/1999	10-549434	Japan
Pulse On Position	4/22/1998	10-547111	Japan
Solid State Laser	10/16/2000	2000-544040	Japan
Nike - TJ-88	2/25/2000	2000-309703	Japan
SW - Inter Hatch Delay	2/8/2000	2000-31242	Japan
Nike - Job Queuing & Sharing	2/25/2000	2001-58357	Japan
SW - Dual Spot Size	2/8/2000	2000-31246	Japan
SW - Tool Style Recoating	2/8/2000	2000-31247	Japan
Line Width Compensation with Small Feature Retention	1/19/2000	2000-9785	Japan
SW - Crop Dusting/Fast Forward	2/8/2000	2000-31249	Japan

SW - Laser Power by Vector Type	2/8/2000	2000-31250	Japan
Phase Change Solid Imaging Material	11/13/2000	2000-345730	Japan
Improved Stereolithographic Supports	1/29/2001	2001-19911	Japan
Fine Tuning for SL	5/7/2001	2001-136338	Japan
Actua-Build and Support Styles	9/27/1996	702284/1998	Korea
Actua-Data Manipulation & Systems Control	9/27/1996	702283/1998	Korea
Multiblade	1/2/1997	97/00001	PCT
Paste Recoating, Doctor Blade	2/29/2000	00/00493	PCT
Doctor Blade/Liquid Leveling CNT	2/22/1996	9604356-7	Singapore
Skintinuous Weave	5/18/1995	9603280-0	Singapore
Actua-Build and Support Styles	9/27/1996	9903429-0	Singapore
Actua-Data Manipulation & System Control	9/27/1996	9903128-8	Singapore

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TS.001 Z – Slice Compensation Algorithm

11/21/2000