



FORM PTO-1594
(Rev. 6-93)

101379713

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies) conveying
Lamar Signal Processing, Ltd. (a wholly owned subsidiary of Andrea Electronics Corporation)

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

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

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

Execution Date: April 14, 2000

2. Name and address of receiving party(ies)
Name: Andrea Electronics Corporation
Internal Address: 45 Melville Park Road
Melville, New York 11747

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State (New York)
 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

4. Application number(s) or registration number(s): See Schedule A Attached
A. Trademark Application No.(s) 75/457,644 and 75/498,401 B. Trademark Registration No.(s) 2,304,557

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Thomas J. Kowalski, Esq.
FROMMER LAWRENCE & HAUG LLP
745 FIFTH AVENUE
NEW YORK State: NY Zip: 10151


6. Total number of applications and registrations involved 3
7. Total fee (37 CFR 3.41)..... \$ 120.00

Enclosed
 Authorized to be charged to deposit account #50-0320.

8. Deposit account number: 50-0320
(Attach duplicate copy of this page if paying by deposit account).

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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.

Thomas J. Kowalski, Reg. No. 32,147  April 17, 2000

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

05/08/2000 BMBUYEN 00000433 75457644

01 FC:481
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40.00 OP
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Commissioner of Patents and Trademarks
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Washington, D.C. 20231

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05/08/2000 BMBUYEN
Name/Number: 75457644
\$30.00 CB

TRADEMARK
REEL: 002085 FRAME: 0820

SCHEDULE A

PATENTS

1. System and Method for Adaptive Interference Cancelling

<u>Country</u>	<u>Appln. No.</u>	<u>Patent No.</u>	<u>Filing Date</u>
USA	08/672,899	5,825,898	6/27/96
Australia	31055/97		12/21/98
Canada	2,259,256		12/21/98
China	97197565.5		12/27/98
EPO	97926212.8		1/15/99
Hong Kong	99105682.4		5/28/99
India	1386/MAS/97		6/24/97
Israel	127626		12/17/98
Japan	10-502631		6/23/97
Korea	710661/1998		12/26/98
Mexico	99022		1/4/99
New Zealand	333544		12/21/98
PCT	IL97/00209	WO 97/50186	6/23/97
Singapore	9806148-4		12/16/98
Taiwan	NI-096520		6/27/97

2. Dual-Processing Interference Cancelling System and Method

<u>Country</u>	<u>Appln. No.</u>	<u>Patent No.</u>	<u>Filing Date</u>
USA	08/840,159		4/14/97
Canada	2,286,982		4/14/98
China	98805962.2		4/14/98
EPO	98915062.8		4/14/98
India	790/MAS/98		4/15/98
Israel	132206		10/4/99
Japan	10-543683		4/14/98
PCT	IL98/00179	WO 98/47227	4/14/98
Singapore	9904784-7		4/14/98
Taiwan	87105625		4/14/98

3. System and Method for Finding the Direction of a Wave Source Using an Array of Sensors

<u>Country</u>	<u>Appln. No.</u>	<u>Patent No.</u>	<u>Filing Date</u>
USA	09/059,503		4/13/98
PCT	US99/08012		4/13/99

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4. Dual-Processing Interference Cancelling System and Method

<u>Country</u>	<u>Appln. No.</u>	<u>Patent No.</u>	<u>Filing Date</u>
USA	09/055,709 CIP of 08/840,159		4/7/98

5. System and Method for Adaptive Interference Cancelling

<u>Country</u>	<u>Appln. No.</u>	<u>Patent No.</u>	<u>Filing Date</u>
USA	09/425,790		10/22/99

6. System and Method for Adaptive Interference Cancelling

<u>Country</u>	<u>Appln. No.</u>	<u>Patent No.</u>	<u>Filing Date</u>
USA	09/130,923 Continuation of P.N. 5,825,898		8/6/98

7. Interference Canceling Method and Apparatus

<u>Country</u>	<u>Appln. No.</u>	<u>Patent No.</u>	<u>Filing Date</u>
USA	09/157,035	6,049,607	9/18/98
PCT	US99/21186		9/14/99

8. System, Method and Apparatus for Cancelling Noise

<u>Country</u>	<u>Appln. No.</u>	<u>Patent No.</u>	<u>Filing Date</u>
USA	09/252,874		2/18/99

9. System, Method and Apparatus for Cancelling Noise

<u>Country</u>	<u>Appln. No.</u>	<u>Patent No.</u>	<u>Filing Date</u>
USA	09/385,996 CIP of 09/252,874		8/30/99

10. Super Directional Fixed Beamforming Design and Implementation

<u>Country</u>	<u>Appln. No.</u>	<u>Patent No.</u>	<u>Filing Date</u>
USA	09/427,410		10/25/99

SCHEDULE A (CONT.)

TRADEMARKS

1. DSDA

<u>Country</u>	<u>Ser. No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>
USA	75/310,941	2,304,557	6/18/97

2. DFTA

<u>Country</u>	<u>Ser. No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>
USA	75/457,644		3/26/98

3. LAMAR

<u>Country</u>	<u>Ser. No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>
USA	75/498,401		6/9/98

**PATENT AND TRADEMARK ASSIGNMENT FROM
LAMAR SIGNAL PROCESSING, LTD.
TO ANDREA ELECTRONICS CORPORATION**

Whereas, Lamar Signal Processing, Ltd. (a wholly owned subsidiary of Andrea Electronics Corporation ("Andrea")), whose address is Kohav Yokneam Building, 5th Floor, P.O. Box 273, Yokneam 20692, Israel (hereinafter referred to as "Assignor" or "Lamar"), is the current assignee and owner of record of the patents, patent applications, trademarks and trademark applications and the goodwill of the business associated therewith listed on attached Schedule A and is desirous of assigning and confirming the previous ownership by Andrea of that intellectual property (Andrea being the owner of the intellectual property recited on Schedule A by virtue of the relationship between Lamar and Andrea);

Whereas, Andrea Electronics Corporation, whose address is 45 Melville Park Road, Melville New York 11747, USA, together with its successors and assigns hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited in the United States relating to the patents, patent applications, trademarks and trademark applications and the goodwill of the business associated therewith listed on attached Schedule A and of confirmation of Andrea's previous ownership therein;

NOW THEREFORE, for good and valuable consideration, the receipt of which from Assignee is hereby acknowledged, Assignor has assigned to Assignee, its lawful successors and assigns, the entire right, title and interest to the patents, patent applications, trademarks and trademark applications and the goodwill of the business associated therewith listed on attached Schedule A and all patents, reissues and trademarks therefor, and all rights to claim priority on the basis of such patents and trademarks, and all applications for Letters Patent and trademark registrations which may hereafter be or have been filed related to the above listed applications in the United States, and all Letters Patents and trademark registrations which may be granted on these inventions and trademarks in the United States, and all extensions, renewals, and reissues therefor and the goodwill of the business associated therewith and hereby confirms the previous ownership by Andrea of that intellectual property including as recited in Schedule A;

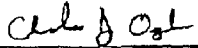
AND, Assignor HEREBY covenants that Assignor has the full right to convey the interest assigned by the Assignment, and Assignor will, without further consideration, communicate with Assignee, its successors and assigns, any fact known to Assignor about the patents, patent applications, trademarks and trademark applications listed on attached Schedule A, and testify in any legal proceeding, sign all lawful when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to these inventions and trademarks in Assignee, its successors or assigns, execute all divisional, continuation, and reissue patent applications and trademarks applications and registrations, make all rightful oaths and generally do everything possible to aid assignee, its successors and assigns, to obtain and enforce proper patent and trademark protection for these inventions and trademarks in the United States, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

Date: 4/19/00

By: 
Joseph Marash
Partner/Director

Before me this 14 day of April, 2000

Andrea Electronics Corporation


Notary Public

By: 
Douglas Andrea
Co-Chief Executive Officer

Charles J. Ogata
Notary Public, State of New York
No. 02065081467
Qualified in Suffolk County
Term Expires 7/7/2001

ERP3448