

FORM PTO-1594

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

1. Name(s) of conveying party(ies):
Nuance Communications

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - California Corporation

Other: _____

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

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

Other: _____

Execution Date: March 10, 2000

2. Name(s) and address(es) of receiving party(ies):
 Name: Nuance Communications, Inc.
 Address: 1005 Hamilton Court
Menlo Park, California 94025

Individual(s)
 Association
 General Partnership
 Limited Partnership
 Corporation - (Delaware Corporation)
 Other: _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 75/721,280 76/236,367 76/236,368
 75/699,053 75/604,194 75/721,282
 75/495,831 75/630,419 75/604,195

B. Trademark Registration No.(s)
 2,177,133 2,238,851
 2,383,149 2,436,337

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Martin R. Greenstein
 Address: TechMark
55 South Market Street
16th Floor, Suite 1630
San Jose, CA 95113

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41): \$ 340.00

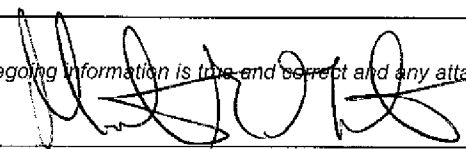
Enclosed
 Authorized to be charged to deposit account
 Authorized to be charged to deposit account only if fee is deficient

8. Deposit account number:
20-0330

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.

Martin R. Greenstein
 Name of Person Signing


 Signature

February 20, 2002
 Date

Total number of pages including cover sheet, attachments, and document: 10

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER OF "NUANCE COMMUNICATIONS, INC.", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF MARCH, A.D. 2000, AT 2 O'CLOCK P.M.



Edward J. Freel

Edward J. Freel, Secretary of State

0512387

AUTHENTICATION:

TRADEMARK

DA REEL: 002419 FRAME: 0513

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**AGREEMENT AND PLAN OF MERGER OF
NUANCE COMMUNICATIONS, INC., A DELAWARE CORPORATION,
AND NUANCE COMMUNICATIONS, A CALIFORNIA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER dated as of March 10, 2000 (the "Agreement") is between Nuance Communications, Inc., a Delaware corporation ("Nuance-Delaware"), and Nuance Communications, a California corporation ("Nuance-California"). Nuance-Delaware and Nuance-California are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. Nuance-Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 89,954,152 shares, \$0.001 par value of which 50,000,000 shares are designated "Common Stock" and 39,954,152 shares are designated "Preferred Stock." Of the authorized shares of Preferred Stock, 3,150,000 shares are designated Series A Preferred Stock, 5,000,000 shares are designated Series B Preferred Stock, 3,575,000 shares are designated Series C Preferred Stock, 3,752,076 shares are designated Series D Preferred Stock, 4,500,000 shares are designated Series E Preferred Stock, 3,150,000 shares are designated Series A-1 Preferred Stock, 5,000,000 shares are designated Series B-1 Preferred Stock, 3,575,000 shares are designated Series C-1 Preferred Stock, 3,752,076 shares are designated Series D-1 Preferred Stock, and 4,500,000 shares are designated Series E-1 Preferred Stock. As of the date hereof, 100 shares of Common Stock of Nuance-Delaware were issued and outstanding, all of which are held by Nuance-California. There were no shares of Preferred Stock outstanding.

B. Nuance-California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 89,954,152 shares, no par value, of which 50,000,000 shares are designated "Common Stock," no par value, and 39,954,152 shares are designated "Preferred Stock," no par value. Of the authorized shares of Preferred Stock, 3,150,000 shares are designated Series A Preferred Stock, 5,000,000 shares are designated Series B Preferred Stock, 3,575,000 shares are designated Series C Preferred Stock, 3,752,076 shares are designated Series D Preferred Stock, 4,500,000 shares are designated Series E Preferred Stock, 3,150,000 shares are designated Series A-1 Preferred Stock, 5,000,000 shares are designated Series B-1 Preferred Stock, 3,575,000 shares are designated Series C-1 Preferred Stock, 3,752,076 shares are designated Series D-1 Preferred Stock, and 4,500,000 shares are designated Series E-1 Preferred Stock. As of the date hereof, 3,664,286 shares of Common Stock were issued and outstanding, 3,150,000 shares of Series A Preferred Stock, 4,948,946 shares of Series B Preferred Stock, 3,575,000 shares of Series C Preferred Stock, 3,752,076 shares of Series D Preferred Stock, 4,499,964 shares of Series E Preferred Stock, no shares of Series A-1 Preferred Stock, no shares of Series B-1 Preferred Stock, no shares of Series C-1 Preferred Stock, no shares of Series D-1 Preferred Stock, and no shares of E-1 Preferred Stock were issued and outstanding.

C. The Board of Directors of Nuance-California has determined that, for the purpose of effecting the reincorporation of Nuance-California in the State of Delaware, it is advisable and in the best interests of Nuance-California and its shareholders that Nuance-California merge with and into Nuance-Delaware upon the terms and conditions herein provided.

D. The respective Boards of Directors and shareholders or stockholders of Nuance-Delaware and Nuance-California have approved this Agreement and have directed that this Agreement be executed by the undersigned officers.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:00 PM 03/20/2000
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NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Nuance-Delaware and Nuance-California hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I

MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the California General Corporation Law, Nuance-California shall be merged with and into Nuance-Delaware (the "Merger"), the separate existence of Nuance-California shall cease, Nuance-Delaware shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be Nuance Communications, Inc.

1.2 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement and the Merger shall have been adopted and approved by the shareholders or stockholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the California General Corporation Law;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) An executed Agreement of Merger or an executed counterpart of this Agreement meeting the requirements of the Delaware General Corporation Law shall have been filed with the Secretary of State of the State of Delaware; and

(d) An executed Agreement of Merger or an executed counterpart of this Agreement meeting the requirements of the California General Corporation Law shall have been filed with the Secretary of State of the State of California.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of Nuance-California shall cease, and Nuance-Delaware, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and Nuance-California's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Nuance-California in the manner as more fully set forth in Section 259 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Nuance-California in the same manner as if Nuance-Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the California General Corporation Law.

II**CHARTER DOCUMENTS, DIRECTORS AND OFFICERS**

2.1 Certificate of Incorporation. The Certificate of Incorporation of Nuance-Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 Bylaws. The Bylaws of Nuance-Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of Nuance-California immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

III**MANNER OF CONVERSION OF STOCK**

3.1 Nuance-California Common Stock. Upon the Effective Date of the Merger, each share of Nuance-California Common Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one (1) fully paid and nonassessable shares of Common Stock, \$0.001 par value, of the Surviving Corporation.

3.2 Nuance-California Preferred Stock. Upon the Effective Date of the Merger, each share of Nuance-California Preferred Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one (1) fully paid and nonassessable share of the same Series of Preferred Stock, \$0.001 par value, of the Surviving Corporation.

3.3 Nuance-California Options and Stock Purchase Rights. Upon the Effective Date of the Merger, the Surviving Corporation shall assume and continue the 1994 Flexible Stock Incentive Plan, 1998 Stock Plan, 2000 Stock Plan, and 2000 Employee Stock Purchase Plan. Each outstanding and unexercised option convertible into Nuance-California Common Stock shall become an option convertible into the Surviving Corporation's Common Stock on the basis of one (1) share of the Surviving Corporation's Common Stock for each share of Nuance-California Common Stock issuable pursuant to any such option on the same terms and conditions and at an exercise price per share equal to the exercise price applicable to any such Nuance-California option at the Effective Date of the Merger.

A number of shares of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of options equal to the number of shares of Nuance-California Common Stock so reserved immediately prior to the Effective Date of the Merger.

3.4 Nuance-Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$0.001 par value, of Nuance-Delaware issued and outstanding immediately prior thereto

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shall, by virtue of the Merger and without any action by Nuance-Delaware, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.5 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of Nuance-California capital stock may, at such shareholder's option, surrender the same for cancellation to the exchange agent designated by the Surviving Corporation (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the appropriate class and Series of the Surviving Corporation's capital stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of Nuance-California capital stock shall be deemed for all purposes to represent the number of whole shares of the appropriate class and Series of the Surviving Corporation's capital stock into which such shares of Nuance-California capital stock were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of capital stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing capital stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Nuance-California so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of Nuance-Delaware stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of Nuance-Delaware that such tax has been paid or is not payable.

IV

GENERAL

4.1 Covenants of Nuance-Delaware. Nuance-Delaware covenants and agrees that it will, on or before the Effective Date of the Merger:

- (a) Qualify to do business as a foreign corporation in the State of California and in connection therewith irrevocably appoint an agent for service of process as required under the provisions of Section 2105 of the California General Corporation Law;
- (b) File any and all documents with the California Franchise Tax Board necessary for the assumption by Nuance-Delaware of all of the franchise tax liabilities of Nuance-California; and
- (c) Take such other actions as may be required by the California General Corporation

Law.

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REEL: 002419 FRAME: 0517

4.2 Further Assurances. From time to time, as and when required by Nuance-Delaware or by its successors or assigns, there shall be executed and delivered on behalf of Nuance-California such deeds and other instruments, and there shall be taken or caused to be taken by Nuance-Delaware and Nuance-California such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or confirm of record or otherwise by Nuance-Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Nuance-California and otherwise to carry out the purposes of this Agreement, and the officers and directors of Nuance-Delaware are fully authorized in the name and on behalf of Nuance-California or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Nuance-California or Nuance-Delaware, or both, notwithstanding the approval of this Agreement by the shareholders of Nuance-California or by the sole stockholder of Nuance-Delaware, or by both.

4.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretaries of State of the States of California and Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders or stockholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or Series thereof of such Constituent Corporation, (2) alter or change any term of the Restated Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would materially adversely affect the holders of any class of shares or Series thereof of such Constituent Corporation.

4.5 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, Delaware 19801, County of New Castle, and The Corporation Trust Company is the registered agent of the Surviving Corporation at such address.

4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 1005 Hamilton Court, Menlo Park, California 940251 and copies thereof will be furnished to any shareholder or stockholder of either constituent Corporation, upon request and without cost.

4.7 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the California General Corporation Law.

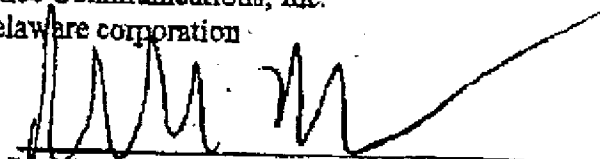
4.8 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

* * *

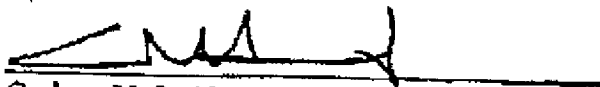
IN WITNESS WHEREOF, this Agreement, having first been approved by resolutions of the Boards of Directors of Nuance-Delaware and Nuance-California, is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

Nuance Communications, Inc.
a Delaware corporation

By:



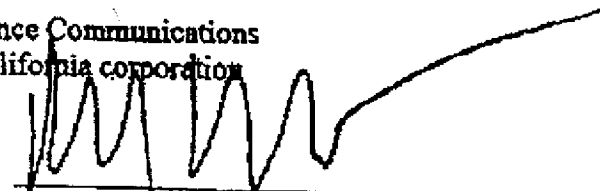
Ronald A. Croen, President



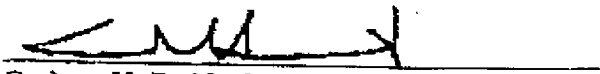
Graham V. Smith, Secretary

Nuance Communications
a California corporation

By:



Ronald A. Croen, President



Graham V. Smith, Secretary

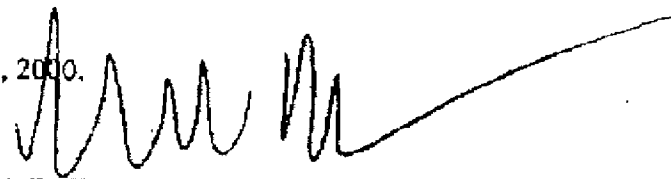
Nuance Communications
(California Corporation)

OFFICERS' CERTIFICATE

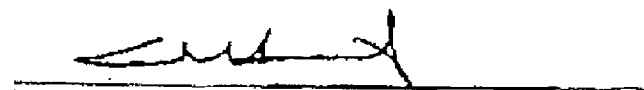
Ronald A. Croen and Graham V. Smith certify that:

1. They are the President and the Secretary, respectively, of Nuance Communications, a corporation organized under the laws of the State of California.
2. The corporation has authorized capital of 89,954,152 shares no par value, consisting of 50,000,000 shares of Common Stock and 39,954,152 shares of Preferred Stock, 3,150,000 shares of which are designated Series A Preferred Stock, 5,000,000 shares of which are designated Series B Preferred Stock, 3,575,000 shares of which are designated Series C Preferred Stock, 3,752,076 shares of which are designated Series D Preferred Stock, 4,500,000 shares of which are designated Series E Preferred Stock, 3,150,000 shares of which are designated Series A-1 Preferred Stock, 5,000,000 shares of which are designated Series B-1 Preferred Stock, 3,575,000 shares of which are designated Series C-1 Preferred Stock, 3,752,076 shares of which are designated Series D-1 Preferred Stock, and 4,500,000 shares of which are designated Series E-1 Preferred Stock.
3. There were 3,664,286 shares of Common Stock, 3,150,000 shares of Series A Preferred Stock, 4,948,946 shares of Series B Preferred Stock, 3,575,000 shares of Series C Preferred Stock, 3,752,076 shares of Series D Preferred Stock, 4,499,964 shares of Series E Preferred Stock, no shares of Series A-1 Preferred Stock, no shares of B-1 Preferred Stock, no shares of C-1 Preferred Stock, no shares of D-1 Preferred Stock and no shares of E-1 Preferred Stock issued and outstanding as of the date of the shareholders' written consent approving the Agreement and Plan of Merger attached hereto (the "Merger Agreement"). All shares of Common Stock and Preferred Stock outstanding were entitled to vote on the merger.
4. The principal terms of the Merger Agreement were approved by the Board of Directors and by the vote of a number of shares of each class of stock which equaled or exceeded the vote required.
5. The percentage vote required was (i) greater than 50% of the votes entitled to be cast by holders of Common Stock, voting together as a separate class, and (ii) greater than 50% of the votes entitled to be cast by the holders of the Preferred Stock, voting separately as a class.
6. Ron Croen and Graham Smith further declare under penalty of perjury under the laws of the State of California that each has read the foregoing certificate and knows the contents thereof and that the same is true of their own knowledge.

Executed in Menlo Park, California on March 10, 2000.



Ronald A. Croen, President



Graham V. Smith, Secretary