

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is effective as of November 8, 2001 (the "Effective Date") and is entered into between Voxware, Inc., a Delaware corporation ("Assignor"), and Nellymoser, Inc., a Delaware corporation ("Assignee").

Whereas Assignor has adopted, used and is using the marks referenced in Schedule A attached hereto (the "Marks"), which Marks are registered in the United States Patent and Trademark Office; and

Whereas Assignee is desirous of acquiring said Marks and the registration thereof;

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Assignor does hereby assign to Assignee all right, title and interest in and to the Marks, together with the good will of the business symbolized by the Marks, and the above-identified registration thereof.
2. Assignor agrees to cooperate with Assignee and reasonably follow Assignee's instructions in order to assign the Marks in a timely manner.
3. This Assignment is effective as of the date set forth above. Assignor agrees to execute additional assignments and other appropriate documentation necessary to effectuate and validate this Assignment as soon as is practicable after the date of this Assignment.
4. Assignor warrants and represents to Assignee that: (i) to its knowledge, Assignor has unencumbered rights in the Marks; (ii) Assignor has not received any claim from a third party that the use of the Marks violates the intellectual property or other rights of such third party; and (iii) Assignor has not used the Marks for any illegal purpose.
5. Assignee agrees that all costs incurred in the assignment of the Marks will be the sole responsibility of the Assignee.

Schedule A

Mark	Registration Number	Registration Date
VOICEFONTS	2,006,199	October 8, 1996

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officers to execute and deliver this Agreement as of the date first above written.

Assignor:

Voxware, Inc., by:

Nicholas Narkus

By:

NICHOLAS NARKUS

Name

SR. VICE PRESIDENT + CFO

Title

Assignee:

Nellymoser, Inc., by:

John Peter Bangt

By:

JOHN PETERBANGT

Name

PRESIDENT + CTO

Title

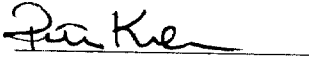
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Certificate of Mailing

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner for Trademarks, Box Assignments, Washington, D. C. 20503 on March 22, 2002


Peter Kelman, Esq.
Attorney for Applicant

To: Commissioner of Patents & Trademarks
Box Assignments
Washington, D.C. 20231

Re: Registrations: 2,006,199

Dear Sir or Madam:

With regard to the above-referenced marks, enclosed for filing are the following:

1. Recordation Form Cover Sheet;
2. Trademark Assignment Agreement;
3. A check in the amount of \$40.00; and
4. A SAS envelope.

Please date-stamp the enclosed envelope, and direct all correspondence regarding this filing to me.

Respectfully submitted,



Peter Kelman, Esq., Attorney for Applicant

Cc: Steve Wood