

RECORDED
01-02-2003

HEET
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



102325995

To the Honorable Commissioner of

the attached original documents or copy thereof.

1. Name of conveying party(ies):

SAirGroup

12-13-02

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 31, 2002

2. Name and address of receiving party(ies):

The Nuance Group AG
Unterrietstasse 2a
8152 Glattbrugg, Switzerland

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

Domestic representative is attached: Yes No

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

OFFICE OF PUBLIC RECORDS
2002 DEC 13 AM 11:37
FINANCE SECTION

4. (A.) Trademark Application No.(s)

4. (B.) Trademark Registration No.(s)

2,620,004

Additional numbers attached? Yes No

5. Correspondence should be mailed to:

JULIE B. SEYLER
ABELMAN, FRAYNE & SCHWAB
150 East 42nd Street
New York, New York 10017-5612

6. Total number of applications and registrations involved:.....

1

CERTIFICATE OF MAILING

Date of Deposit: December 9, 2002

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, Arlington, VA 22202-3513

JULIE B. SEYLER

(Name of person mailing paper or fee)

Julie Seyler

(Signature of person mailing paper or fee)

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

(The said Deposit Account should be charged for any official fee not fully covered by the enclosed check)

Authorized to be charged to deposit account

Deposit account number: 01-0035

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

DO NOT USE THIS SPACE

8. 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.

JULIE B. SEYLER

Name of Person Signing

Julie Seyler

Signature

12-9-02

Date

12/31/2002 LNUELLER 00000137 2620004

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40.00 00

Total number of pages comprising cover sheet:

TRADEMARK
REEL: 002641 FRAME: 0611

UNITED STATES

Mark: NUANCE

REVOCATION

Registration No.: 2,620,004

AND

Serial No.: 76/169.868

NEW POWER OF ATTORNEY

Classes 35, 39

Owner: The Nuance Group AG

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Abelman, Frayne & Schwab, whose postal address is 150 East 42nd Street, New York, New York 10017, U.S.A. is hereby designated applicant's representative upon whom notices or process in proceedings affecting the mark may be served.

POWER OF ATTORNEY

Applicant hereby revokes all previous Powers of Attorney and hereby appoints jointly and severally, with full power of substitution, the power of appointment of an associate attorney and the power of revocation

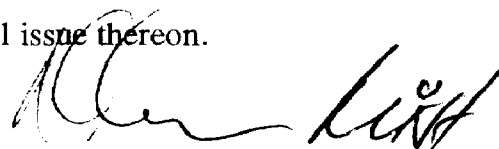
LAWRENCE E. ABELMAN
JEFFREY A. SCHWAB
NORMAN S. BEIER
VICTOR M. TANNENBAUM
PETER J. LYNFIELD

ALAN J. HARTNICK
CARIDAD PIÑEIRO SCORDATO
JULIANNE ABELMAN
JONATHAN W. GUMPORT
MARSHA G. AJHAR

members of the Bar of the State of New York, whose address is

ABELMAN, FRAYNE & SCHWAB
150 East 42nd Street
New York, New York 10017 U.S.A.

to transact business in the Patent and Trademark Office in connection with our trademarks, applications therefor, and registrations which have or will issue thereon.

By 

Date: 13 September 2002

TRADEMARK ASSIGNMENT

OFFICE OF PUBLIC RECORDS

FINANCE SECTION

2007 DEC 13 AM 11: 37

THIS AGREEMENT made this 31 day of July, 2002 between

SAirGroup, a corporation duly organised under the laws of Switzerland, having domicile at Hirschengraben 84, 8001 Zurich, Switzerland (hereinafter referred to as "the Assignor") of the one part, and

The Nuance Group AG, a corporation duly organised under the laws of Switzerland, having domicile at Unterrietstrasse 2a, 8152 Glattbrugg, Switzerland (hereinafter referred to as "the Assignee") of the other part.

WHEREAS the Assignor is the owner of all trademark applications and registrations (hereinafter referred to as "the Trademarks") the particulars of which are set out in the Schedule hereto.

WHEREAS the Assignee wishes to acquire possession of the Trademarks, together with the goodwill of the business concerned in the goods and/or services in respect of which the Trademarks are filed or registered;

WHEREAS the Assignor has agreed to transfer the Trademarks to the Assignee;

WHEREAS the Assignee agrees to pay all costs and legal fees associated with the preparation and completion of this Agreement.

NOW THEREFORE, to all whom it may concern, be it known that, in consideration of US\$1.00 and other good and valuable consideration, the Assignor does hereby assign, transfer and set over unto the Assignee the Trademarks with the goodwill of the business concerned in the goods and/or services in respect of which the Trademarks are filed or registered.

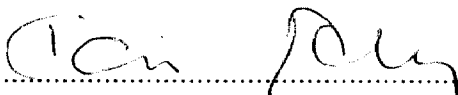
IN WITNESS WHEREOF the parties hereto have executed this Assignment as of the day and year first hereinbefore written.

The Schedule above referred to

Trademark	Reg. No.	Applic. No.	Class
NUANCE		76/169.868	35, 39

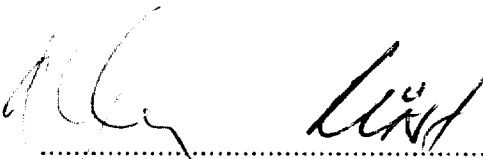
For and on behalf of:

The Assignor:


.....

For and on behalf of:

The Assignee:


.....