

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508636

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NUANCE COMMUNICATIONS, INC.		02/01/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	KOFAX, INC.		
Street Address:	15211 LAGUNA CANYON ROAD		
City:	IRVINE		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3628984	AUTOSTORE	
Registration Number:	1443942	OMNIPAGE	
Registration Number:	1579806	OMNIPAGE	
Registration Number:	1998734	PAPERPORT	
Registration Number:	3506887	QUICKCAPTURE	
Registration Number:	2272598	SCANSOFT	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3128623837		
Email:	raza.siddiqui@kirkland.com		
Correspondent Name:	Raza Siddiqui		
Address Line 1:	300 N. Lasalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	43243-7		
NAME OF SUBMITTER:	Raza Siddiqui		
SIGNATURE:	/razasiddiqui/		

CH \$165.00 3628984

DATE SIGNED:	02/04/2019
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Total Attachments: 8

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated and effective as at 8:00 A.M. (E.T.) on of February 1, 2019, is made by and between NUANCE COMMUNICATIONS, INC., a Delaware corporation (the "Assignor") and KOFAX, INC., a Delaware corporation (the "Assignee"). All initially-capitalized terms used but not otherwise defined in this Agreement will have the meanings assigned to them in the Sale Agreement (defined below) and the rules of construction set forth in Section 1.3 of the Sale Agreement will be applied wherever appropriate herein.

W I T N E S S E T H:

WHEREAS, the Assignor, the other Sellers party thereto and the Assignee have entered into a Sale Agreement, dated as of November 11, 2018 (the "Sale Agreement"), pursuant to which the Assignee and its Affiliates acquired the assets of the Business and the equity securities of certain subsidiaries of the Assignor, and assumed the Assumed Liabilities from the Assignor and its Affiliates on the terms and subject to the conditions set forth in the Sale Agreement;

WHEREAS, pursuant to the Sale Agreement, the Assignor hereby agrees to sell, assign, transfer and deliver to the Assignee, and the Assignee hereby agrees to purchase and acquire from the Assignor, all of the Assignor's right, title and interest in, to and under all of the Assignor's trademarks listed in Schedule 1 hereto, together with all goodwill associated therewith or symbolized by, and all applications, registrations and renewals in connection therewith (the "Trademarks"); and

WHEREAS, this Agreement will be executed in connection with the Closing under the Sale Agreement.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Sale Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Assignment. The Assignor hereby sells, transfers, conveys, assigns and delivers to the Assignee, and the Assignee hereby purchases and accepts from the Assignor, all of the Assignor's right, title and interest in, to and under the Trademarks.

Section 2. Governing Law; Jurisdiction. This Agreement, and any and all proceedings commenced in connection with or relating to this Agreement, will be governed by, and construed and enforced in accordance with, the Laws of the State of Delaware without regard of the Laws that might otherwise govern under the applicable principles of conflict of laws of the State of Delaware (or any other jurisdiction). Each party hereto agrees to submit to the exclusive jurisdiction of the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware), for the purpose of any Action against a

party hereto with respect to the subject matter of, or related to, this Agreement. Each party hereto irrevocably waives any objection which it may now or hereafter have to the venue of any Action arising out of or relating to this Agreement brought as provided in this subsection, and further irrevocably waives any claim that any such Action brought in any such court has been brought in an inconvenient forum. To the extent a party hereto has or may later acquire any immunity from jurisdiction of any court or from legal process with respect to itself or its property, such party hereby irrevocably waives such immunity under this subsection.

Section 3. Further Assurances. Assignor shall cooperate, execute such documents, and do and perform such acts, at Assignee's sole cost and expense, as may be reasonably requested by Assignee to assist Assignee in any such recordings or transfers to give effect to, document and record the assignment to Assignee under this Agreement. Assignor hereby requests the Commissioner of Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Agreement.

Section 4. Entire Agreement. This Agreement, the Sale Agreement (including the Disclosure Letter, the Annexes and Exhibits thereto and the Guarantee), the other Transaction Documents and the Confidentiality Agreement constitute the entire agreement between the parties hereto relating to the subject matter hereof, and supersede all prior negotiations, representations, understandings and agreements, both written and oral, between the parties hereto with respect to the subject matter of this Agreement. In the event of any conflict between this Agreement and the Sale Agreement, the provisions of the Sale Agreement will control.


Section 5. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. It will not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts. Facsimile signatures or signatures received as a pdf attachment to electronic mail will be treated as original signatures for all purposes of this Agreement. This Agreement will become effective when, and only when, each party hereto will have received a counterpart signed by the other party hereto.

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


ASSIGNOR:

NUANCE COMMUNICATIONS, INC.

By: 
Name: Leanne Fitzgerald
Title: Vice President & Assistant Secretary

ASSIGNEE:

KOFAX, INC.

By:  _____

Name: Cort Townsend

Title: Chief Financial Officer, Vice President,
Secretary and Treasurer.

Schedule 1

Trademarks

<i>Mark</i>	<i>Country</i>	<i>App. No.</i>	<i>Reg. No.</i>	<i>Status</i>	<i>Owner</i>
AUTOSTORE	United States of America	761562,816	3628984	Registered	Niance Communications Inc.
COPTRAK	Canada	0,551,699	TMA318945	Registered	Niance Communications Inc.
COPTRAK	United States of America	75/033,942	2013830	Registered	Niance Communications Inc.
ECOPY	Canada	1,065,730	TMA696394	Registered	Niance Communications Inc.
ECOPY	Japan	2004-048797	4830964	Registered	Niance Communications Inc.
ECOPY Stylized	Canada	1,168,385	TMA696096	Registered	Niance Communications Inc.
OMNIPAGE	United States of America	73/612,123	1443942	Registered	Niance Communications Inc.
OMNIPAGE	Japan	H08-090763	4093148	Registered	Niance Communications Inc.
OMNIPAGE	European Union	000389460	000389460	Registered	Niance Communications Inc.
OMNIPAGE	Canada	0,616,939	TMA364570	Registered	Niance Communications Inc.
OMNIPAGE	Australia	497039	497039	Registered	Niance Communications Inc.
OMNIPAGE	United States of America	73/753,650	1579806	Registered	Niance Communications Inc.
OMNIPAGE	Brazil	823988430	823988430	Registered	Niance Communications Inc.
PAPERPORT	Australia	656368	656368	Registered	Niance Communications Inc.
PAPERPORT	Australia	649910	649910	Registered	Niance Communications Inc.

[Schedule 1 to Trademark Assignment Agreement]

<i>Mark</i>	<i>Country</i>	<i>App. No.</i>	<i>Reg. No.</i>	<i>Status</i>	<i>Owner</i>
PAPERPORT	Austria	2095/1995	159079	Registered	Nuance Communications Inc.
PAPERPORT	Benelux	0846093	0571681	Registered	Nuance Communications Inc.
PAPERPORT	Brazil	823988414	823988414	Registered	Nuance Communications Inc.
PAPERPORT	Canada	778.502	TMA455577	Registered	Nuance Communications Inc.
PAPERPORT	China	95/057000	934786	Registered	Nuance Communications Inc.
PAPERPORT	France	95565998	95565998	Registered	Nuance Communications Inc.
PAPERPORT	Germany	395134609	39513460	Registered	Nuance Communications Inc.
PAPERPORT	Hong Kong	95/4226	199703409	Registered	Nuance Communications Inc.
PAPERPORT	Ireland	2552/95	165203	Registered	Nuance Communications Inc.
PAPERPORT	Italy	RM1995C002198	0000714055	Registered	Nuance Communications Inc.
PAPERPORT	Japan	H07-032473	3304208	Registered	Nuance Communications Inc.
PAPERPORT	Malaysia	95-04403	9504403	Registered	Nuance Communications Inc.
PAPERPORT	New Zealand	247748	247748	Registered	Nuance Communications Inc.
PAPERPORT	Norway	19952397	177298	Registered	Nuance Communications Inc.
PAPERPORT	Republic of Korea	4019950015327	4003495180000	Registered	Nuance Communications Inc.
PAPERPORT	Spain	M1961656	M1961656	Registered	Nuance Communications Inc.
PAPERPORT	Sweden	1995/04547	307925	Registered	Nuance Communications Inc.

<i>Mark</i>	<i>Country</i>	<i>App. No.</i>	<i>Reg. No.</i>	<i>Status</i>	<i>Owner</i>
PAPERPORT	Taiwan R.O.C.	84016912	727712	Registered	Nuance Communications Inc.
PAPERPORT	United Kingdom	2014822	2014822	Registered	Nuance Communications Inc.
PAPERPORT	United States of America	74/589,230	1998734	Registered	Nuance Communications Inc.
QUICKCAPTURE	United States of America	76/681,943	3506887	Registered	Nuance Communications Inc.
SAFECOM	European Union	1507409	1507409	Registered	Nuance Communications Inc.
SAFECOM	Denmark	VAl99800020	VR199902764	Registered	Nuance Communications Inc.
SCANSOFT	Austria	4046/98	198877	Registered	Nuance Communications Inc.
SCANSOFT	Brazil	820907952	820907952	Registered	Nuance Communications Inc.
SCANSOFT	Canada	0,884,225	TMA563156	Registered	Nuance Communications Inc.
SCANSOFT	European Union	2667673	2667673	Registered	Nuance Communications Inc.
SCANSOFT	France	93739492	93739492	Registered	Nuance Communications Inc.
SCANSOFT	Italy	MI98C007351	845498	Registered	Nuance Communications Inc.
SCANSOFT	Japan	2002-020770	4679962	Registered	Nuance Communications Inc.
SCANSOFT	Spain	2172221	2172221	Registered	Nuance Communications Inc.
SCANSOFT	Switzerland	5390/1998	457481	Registered	Nuance Communications Inc.
SCANSOFT	United Kingdom	2172228	2172228	Registered	Nuance Communications Inc.
SCANSOFT	United States of America	75/160,532	2272598	Registered	Nuance Communications Inc.
SHARESCAN	Canada	1,167,107	TMA606488	Registered	Nuance Communications Inc.

<i>Mark</i>	<i>Country</i>	<i>App. No.</i>	<i>Reg. No.</i>	<i>Status</i>	<i>Owner</i>
SHARESCAN	China	3573312	3573312	Registered	Nuance Communications Inc.
SHARESCAN	European Union	3098415	3098415	Registered	Nuance Communications Inc.
SHARESCAN	Japan	2003-003055	4746432	Registered	Nuance Communications Inc.
SHARESCAN	New Zealand	671991	671991	Registered	Nuance Communications Inc.
SHARESCAN	Taiwan R.O.C.	92006490	1069990	Registered	Nuance Communications Inc.
SHARESCAN	United States of America	76/493,790	2915602	Registered	Nuance Communications Inc.