

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547219

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.		09/30/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerence Operating Company		
Street Address:	15 Wayside Road		
City:	Burlington		
State/Country:	MASSACHUSETTS		
Postal Code:	01808		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2411038	VOCON	
Registration Number:	3273924	XT9	
Serial Number:	88436090	CERENCE	
Serial Number:	88436105	CERENCE	
Serial Number:	88473654	CERENCE	
CORRESPONDENCE DATA			
Fax Number:	3125548015		
<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:	312-554-8000		
Email:	kjl@pattishall.com		
Correspondent Name:	Brett A. August c/o Pattishall McAuliffe		
Address Line 1:	200 S. Wacker Drive		
Address Line 2:	Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606-5896		
ATTORNEY DOCKET NUMBER:	3342-9		
NAME OF SUBMITTER:	Brett A. August		
SIGNATURE:	/Brett A. August/		
DATE SIGNED:	10/30/2019		

CH \$140.00 2411038

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of September 30, 2019, is made by and between Nuance Communications, Inc., a Delaware corporation having an address at 1 Wayside Road, Burlington, MA 01803 (the "Assignor") and Cerence Operating Company, a Delaware corporation having an address at 15 Wayside Road, Burlington, MA 01803 (the "Assignee").

W I T N E S S E T H:

WHEREAS, Nuance Communications, Inc. and Cerence Inc. entered into that certain (i) Separation and Distribution Agreement and (ii) Intellectual Property Agreement, each dated as of September 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Separation Agreements"); and

WHEREAS, pursuant to the Separation Agreements, 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 the Trademarks listed in Schedule 1 hereto, together with all goodwill of any business associated therewith and all applications, registrations and renewals in connection therewith (the "Assigned Trademarks"); and

WHEREAS, Assignee is successor to the business of the Assignor, or portion thereof, to which the Assigned Trademarks pertain, which business is ongoing and existing.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein and in the Separation Agreements, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. Capitalized terms used herein and not defined herein have the meanings set forth in the Separation Agreements.

Section 2. Assignment. Assignor hereby sells, transfers, conveys, assigns and delivers to the Assignee, and the Assignee hereby purchases, assumes and accepts from the Assignor, all of the Assignor's right, title and interest in, to and under the Assigned Trademarks, including without limitation, (a) all income, royalties, profits, and damages related thereto; (b) the right, if any, to register, prosecute, maintain and defend the Assigned Trademarks before any public or private agency or registrar; (c) the right to bring actions, defend against or otherwise recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations of the Assigned Trademarks, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations; and (d) the right to fully and entirely stand in the place of the Assignor in all matters related thereto.

Section 3. Governing Law. Any disputes arising out of or relating to this Agreement, including, without limitation, to its execution, performance or enforcement, shall be governed by, and construed in accordance with, the Laws of the State of Delaware,

regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof.

Section 4. Entire Agreement. This Agreement, together with the Separation Agreements, and the Exhibits and Schedules hereto and thereto, contain the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the parties hereto with respect to the subject matter hereof other than those set forth or referred to herein or therein. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any party hereto, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of each party hereto. The parties hereto intend that this Agreement is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Separation Agreements, which govern the parties' rights and interests in the Assigned Trademarks. In the event of a conflict between this Agreement and the Separation Agreements, the terms of the Separation Agreements shall govern.


Section 5. Counterparts. This Agreement may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party. This Agreement may be executed by facsimile or PDF signature and scanned and exchanged by electronic mail, and such facsimile or PDF signature or scanned and exchanged copies shall constitute an original for all purposes.

[Signature Pages Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.


ASSIGNOR:

NUANCE COMMUNICATIONS, INC.

By: 
Name: Wendy Cassity
Title: Executive Vice President and Chief Legal Officer

ASSIGNEE:

CERENCE OPERATING COMPANY

By: 
Name: Leanne Fitzgerald
Title: Secretary

Schedule 1

Trademarks

[See Attached]

[Schedule 1 – Trademarks]

**TRADEMARK
REEL: 006782 FRAME: 0824**

Trademarks (US + Foreign) *

MARK	CLASS	CATEGORY	STATUS	APPLICATION#	REGISTRATION#	RENEWAL DATE	OWNER
REALSPEAK	09	Japan	Registered	11041509	4415313	Sep. 8, 2020	Lernaut and Hospie Speech Products N.V.
REALSPEAK	09	Republic of Korea	Registered	4020000006730	400497664	Jul. 16, 2021	Lernaut and Hospie Speech Products N.V.
REALSPEAK	09	Russian Federation	Registered	2003718512	277714	Sep. 24, 2023	ScanSoft
REALSPEAK	09, 16	European Union	Registered	1175090	1175090	Nov. 12, 2019 (final date - \$2,300)	
T9 NAV	09	Canada	Registered	1,406,320	TMA761497	Mar. 11, 2025	Tegic Communications, Inc.
T9 NAV	09	Argentina	Registered	2845432	2305312	Aug. 13, 2029	Tegic Communications, Inc.
T9 NAV	09	Taiwan R.O.C.	Registered	97036949	1360049	Oct. 30, 2019 (final date - \$1,600)	Tegic Communications, Inc.
VOCON	09	United States of America	Registered	75/422,957	2411038	Dec. 5, 2020	
XT9	09	Indonesia	Registered	D002007012150	IDM000193849	5/1/2027	Tegic Communications, Inc.
XT9	09	European Union	Registered	005705645	005705645	Feb. 21, 2027	Tegic Communications, Inc.
XT9	09	Switzerland	Registered	51969/2007	559277	Feb. 21, 2027	Tegic Communications, Inc.
XT9	09	United States of America	Registered	77/024,743	3273924	Aug. 7, 2027	
XT9	09	Norway	Registered	200703092	240700	Sep. 7, 2027	Tegic Communications, Inc.
XT9	09	Singapore	Registered	T0703835J	T0703835J	Feb. 22, 2027	Tegic Communications, Inc.

* NTD: Please note that the beneficial owner and registered owner (unless otherwise noted) for all trademarks is Nuance Communications, Inc. The trademarks will be assigned to Cerence Operating Company after recordation of the Trademark Assignment Agreement and applicable chain of title corrections.

[Schedule 1 – Trademarks]

MARK	CLASS	COUNTRY	STATUS	APPLICATION#	REGISTRATION#	EXPIRATION DATE	OWNER
XT9 & Design	09	France	Registered	06/3432744	063432744	Jun. 2, 2026	Tegic Communications, Inc.
XT9 & Design	09	United Kingdom	Registered	24233333	24233333	Jun. 1, 2026	Tegic Communications, Inc.
XT9 & Design	09	Canada	Registered	1,303,828	TMA/755768	Dec. 21, 2024	Tegic Communications, Inc.
XT9 & Design	09, 38, 42	Germany	Registered	306349264	30634926	Jun. 1, 2026	
XT9 & Design	09	India	Registered	1460974	1460974	Jun. 5, 2026	Tegic Communications, Inc.
XT9 & Design	09	Hong Kong	Registered	300652400	300652400	Jun. 4, 2026	Tegic Communications, Inc.
XT9 & Design	09	Italy	Registered	F12006C000810	1186301	Jun. 23, 2026	Tegic Communications, Inc.
XT9 & Design	09	Japan	Registered	2006-052778	5024319	Feb. 9, 2027	Tegic Communications, Inc.
XT9 & Design	09	Russian Federation	Registered	2007706091	351299	Mar. 6, 2027	Tegic Communications, Inc.
CERENCE *	9	US	Pending	88/436090			
CERENCE *	42	US	Pending	88/436105			
CERENCE & design *	09, 42	US	Pending	88/473654			
VOICEBOX		US	Registered	78/113,253	2839176		Voicebox Technologies Corporation

- ♦ NTD: This is an Intent-to-Use Trademark Application.
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[Schedule 1 – Trademarks]