

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM735618

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: 1			
Property Type	Number	Word Mark	
Registration Number:	2915602	SHARESCAN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3128623210		
Email:	joe.phu@kirkland.com		
Correspondent Name:	Joe Phu		
Address Line 1:	300 North LaSalle		
Address Line 2:	KIRKLAND & ELLIS LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	17258-137		
NAME OF SUBMITTER:	Joe Phu		
SIGNATURE:	/Joe Phu/		
DATE SIGNED:	06/17/2022		
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.

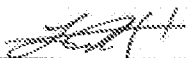
Section 5. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. It will not be necessary in making proof of this Agreement or any counterpart hereof to produce or account 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.