

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM873190

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.		12/15/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Microsoft Corporation		
Street Address:	One Microsoft Way		
City:	Redmond		
State/Country:	WASHINGTON		
Postal Code:	98052		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2240235	SPEECHATTENDANT	
CORRESPONDENCE DATA			
Fax Number:	5139778141		
<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:	513 977 8527		
Email:	DSMSTrademarks@dinsmore.com		
Correspondent Name:	April L. Besl		
Address Line 1:	255 E. 5th Street, Suite 1900		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	April L. Besl		
SIGNATURE:	/april l besl/		
DATE SIGNED:	02/01/2024		
Total Attachments: 8			
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WORLDWIDE ASSIGNMENT OF TRADEMARK RIGHTS

This assignment agreement ("Agreement") is entered into as of December 15, 2022 ("Effective Date") by and between Nuance Communications, Inc., a Delaware corporation with a place of business at 1 Wayside Road, Burlington, Massachusetts 01803, United States of America ("Nuance") and its subsidiaries and affiliates that own IP assets as defined below and as set forth in Exhibits A and B, with the places of business noted in Exhibit A ("Affiliates") (Nuance and Affiliates are collectively the "Assignor"), and Microsoft Corporation, a Washington corporation with a place of business at One Microsoft Way, Redmond, Washington 98052, United States of America ("Assignee") (each a "Party," and collectively, the "Parties").

For good and valuable consideration of one hundred United States Dollars (\$100.00), the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Assignment.** Assignor owns common law intellectual property rights in various trademarks, as well as the specific applications and registrations shown in Exhibit B (collectively, these rights shall be referred to as the "IP"). Assignor sells, assigns, and transfers to Assignee all worldwide rights, title, and interest in and to all IP currently owned by Assignor, and the goodwill and common law rights appurtenant thereto, and the portion of the business associated therewith, along with the right to recover for damages and profits for any past, present, and future infringements thereof, and Assignee does hereby accept this assignment. To the extent Assignee ever needs a moral rights waiver, release, or assignment related to the IP, such as without limitation a waiver under the Visual Artists Rights Act of 1990 ("Moral Rights Waiver"), Assignor acknowledges that this Agreement also constitutes a Moral Rights Waiver.
- 2. Further Acts.** Assignor agrees to execute all instruments and documents and do such additional acts as Assignee may deem necessary or desirable to effect, evidence, record, and perfect the assignment and recordation of the rights being assigned hereunder. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Agreement, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its attorneys-in-fact, with full power of substitution to act for and on their behalf and instead of Assignor to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.
- 3. Miscellaneous.** The Parties may execute this Agreement in counterparts, each of which together shall be deemed the complete and fully executed agreement. This Agreement shall inure to the benefit of and be binding upon Assignee and Assignor and their respective heirs, successors, and assigns.

[Execution Pages Follow]

NUANCE
Nuance Communications, Inc.

Signature: Wendy Cassity

Name: Wendy Cassity

Title: Assistant Secretary

ASSIGNEE
Microsoft Corporation

Signature: Camillo Gatta

Name: Camillo Gatta

Title: Assistant Secretary

AFFILIATE
Agnitio S.L.

Signature: _____

Name: Caroline Curtis

Title: Director

AFFILIATE
Caere LLC

Signature: Wendy Cassity

Name: Wendy Cassity

Title: Assistant Secretary

AFFILIATE
J.A. Thomas & Associates, Inc.

Signature: Wendy Cassity

Name: Wendy Cassity

Title: Assistant Secretary

AFFILIATE
Loquendo S.P.A.

Signature: _____

Name: Caroline Curtis

Title: Director

AFFILIATE
Nuance Enterprise Solutions & Services Corporation

Signature: Benjamin O. Orndorff

Name: Benjamin O. Orndorff

Title: Secretary

AFFILIATE
VirtuOz, S.A.

Signature: _____

Name: Caroline Curtis

Title: Director

NUANCE

Nuance Communications, Inc.

Signature: _____

Name: Wendy Cassity

Title: Assistant Secretary

ASSIGNEE

Microsoft Corporation

Signature: _____

Name: Camillo Gatta

Title: Assistant Secretary

AFFILIATE

Agnitio S.L.

Signature: Caroline Curtis

Name: Caroline Curtis

Title: Director

AFFILIATE

Caere LLC

Signature: _____

Name: Wendy Cassity

Title: Assistant Secretary

AFFILIATE

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Signature: _____

Name: Wendy Cassity

Title: Assistant Secretary

AFFILIATE

Loquendo S.P.A.

Signature: Caroline Curtis

Name: Caroline Curtis

Title: Director

AFFILIATE

Nuance Enterprise Solutions & Services Corporation

Signature: _____

Name: Benjamin O. Orndorff

Title: Secretary

AFFILIATE

VirtuOz, S.A.

Signature: Caroline Curtis

Name: Caroline Curtis

Title: Director

AFFILIATE

Winscribe Inc. Limited

Signature: Caroline Curtis



Name: Caroline Curtis

Title: Director

EXHIBIT A
Affiliate Names & Addresses



Affiliate Name	Formation Jurisdiction	Entity Type	Affiliate Address
Agnitio S.L.	Spain	Sociedad Limitada	No. 39 de la Gran Via Madrid, 28013, Spain
Caere LLC	Delaware	Limited Liability Company	1 Wayside Road Burlington, Massachusetts 01803 United States of America
Dragon Systems, Inc.	Delaware	Corporation	1 Wayside Road Burlington, Massachusetts 01803 United States of America
J.A. Thomas & Associates, Inc.	Georgia	Corporation	1 Wayside Road Burlington, Massachusetts 01803 United States of America
Loquendo S.P.A.	Italy	Società per Azioni	Strada Del Lionetto 6, 10146 Torino, Italy
Nuance Enterprise Solutions & Services Corporation	Washington	Corporation	1 Wayside Road Burlington, Massachusetts 01803 United States of America
VirtuOz, S.A.	France	Société Anonyme	13/15 rue Taitbout, 75009 Paris, France
Winscribe Inc. Limited	New Zealand	NZ Limited Company	c/o Hawk legal Limited 81 Victoria Road, Devenport Auckland 1010, 0744 New Zealand

Exhibit B -- United States

Mark	Jurisdiction	Owner Name	Owner Entity Type	Owner State of Formation	Classes	App. No.	App. Date	Reg. No.	Reg. Date
AGNITIO VOICE ID & Design (Color) 	United States of America	Agnitio S.L.	Sociedad Limitada	Spain	9, 38, 42	86848123	14 Dec 2015	5107911	27 Dec 2016
CDMP	United States of America	J.A. Thomas & Associates, Inc.	Corporation	Georgia	41, 42	76186143	26 Dec 2000	2600558	30 Jul 2002
CLINICAL DOCUMENTATION MANAGEMENT PROGRAM	United States of America	J.A. Thomas & Associates, Inc.	Corporation	Georgia	41, 42	76186141	26 Dec 2000	2606958	13 Aug 2002
LOQUENDO	United States of America	Loquendo S.P.A.	Società per Azioni	Italy	9, 38, 42	76264294	30 May 2001	2967470	12 Jul 2005
VOXNAUTA (Stylized) 	United States of America	Loquendo S.P.A.	Società per Azioni	Italy	9	76212567	20 Feb 2001	2674001	14 Jan 2003
AMPLIFYING YOUR ABILITY TO HELP OTHERS	United States of America	Nuance Communications, Inc.	Corporation	Delaware	9, 42	97260584	9-Feb-22		
BRING INTELLIGENCE TO LIFE	United States of America	Nuance Communications, Inc.	Corporation	Delaware	42	87981706	25 Jul 2017	5945124	24 Dec 2019
DAX	United States of America	Nuance Communications, Inc.	Corporation	Delaware	9, 42	88802182	19 Feb 2020		
DRAGON	United States of America	Nuance Communications, Inc.	Corporation	Delaware	9	78605071	8 Apr 2005	3181860	5 Dec 2006
DRAGON	United States of America	Nuance Communications, Inc.	Corporation	Delaware	9, 42	78778416	21 Dec 2005	3633223	2 Jun 2009
DRAGON	United States of America	Nuance Communications, Inc.	Corporation	Delaware	42	88754916	10 Jan 2020	6292101	16 Mar 2021
DRAGON AMBIENT EXPERIENCE	United States of America	Nuance Communications, Inc.	Corporation	Delaware	9, 42	88802218	19 Feb 2020		

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Mark	Jurisdiction	Owner Name	Owner Entity Type	Owner State of Formation	Classes	App. No.	App. Date	Reg. No.	Reg. Date
EOT	United States of America	Nuance Communications, Inc.	Corporation	Delaware	9, 42	87902983	1 May 2018		
ICHART	United States of America	Nuance Communications, Inc.	Corporation	Delaware	9	75807235	23 Sep 1999	2534658	29 Jan 2002
LIGHTNING ENGINE	United States of America	Nuance Communications, Inc.	Corporation	Delaware	42	88516369	16 Jul 2019		
LINKBASE	United States of America	Nuance Communications, Inc.	Corporation	Delaware	9, 42	76210900	16 Feb 2001	2664777	17 Dec 2002
MIX	United States of America	Nuance Communications, Inc.	Corporation	Delaware	42	88924836	20 May 2020	6344976	11 May 2021
N & Design (B&W) 	United States of America	Nuance Communications, Inc.	Corporation	Delaware	9, 42	85657850	21 Jun 2012	4367033	16 Jul 2013
NATURALLY SPEAKING	United States of America	Nuance Communications, Inc.	Corporation	Delaware	9	75274240	14 Apr 1997	2254151	15 Jun 1999
NINA	United States of America	Nuance Communications, Inc.	Corporation	Delaware	42	88015934	26 Jun 2018	5985322	11 Feb 2020
NUANCE	United States of America	Nuance Communications, Inc.	Corporation	Delaware	9, 42	75020264	15 Nov 1995	2177133	28 Jul 1998
NUANCE	United States of America	Nuance Communications, Inc.	Corporation	Delaware	9, 41, 42	75811758	29-Sep-99	2383149	5 Sep 2000
NUANCE & Design 	United States of America	Nuance Communications, Inc.	Corporation	Delaware	9, 41, 42	76236367	6 Apr 2001	2699471	25 Mar 2003
NUANCE PRECISION IMAGING NETWORK	United States of America	Nuance Communications, Inc.	Corporation	Delaware	42	97086045	21 Oct 2021		
PATHFINDER	United States of America	Nuance Communications, Inc.	Corporation	Delaware	9, 42	88322145	1 Mar 2019		

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Mark	Jurisdiction	Owner Name	Owner Entity Type	Owner State of Formation	Classes	App. No.	App. Date	Reg. No.	Reg. Date
SPEECHATTENDANT	United States of America	Nuance Communications, Inc.	Corporation	Delaware	9	75312832	23 Jun 1997	2240235	20 Apr 1999
T9	United States of America	Nuance Communications, Inc.	Corporation	Delaware	9	75343615	19 Aug 1997	2246658	18 May 1999