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U.S. DEPARTMENT OF COMMERCE
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)
JOSEPH MARASH AND BARUCH BERDUGO
Additional name(s) of conveying party(ies) attached?
 Yes No


2. Name and address of receiving party(ies)
Name: **LAMAR SIGNAL PROCESSING LTD., A WHOLLY OWNED SUBSIDIARY OF ANDREA ELECTRONICS CORPORATION.**
Internal Address: **Kohav Yokneam Building
5th Floor
P.O. Box 273
Yokneam 20692
Israel**
Street Address:
City: State: Zip:
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment
 Security Agreement
 Merger
 Change of Name
 Other
Execution Date: FEBRUARY 18, 1999

4. Application number(s) or patent number(s): **09/252,874**
If this document is being filed together with a new application, the execution date of the application is:
A. Patent Application No.(s) B. Patent No.(s)
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **THOMAS J. KOWALSKI, ESQ.**
Internal Address: **FROMMER LAWRENCE & HAUG LLP
745 FIFTH AVENUE**
Street Address:
City: **NEW YORK** State: **NEW YORK** Zip: **10151**

6. Total number of applications and patents involved **1**
7. Total fee (37 CFR 3.41)..... \$ **40.00**
 Enclosed
 Authorized to be charged to deposit account #50-0320
8. Deposit account number: **50-0320**
(Attach duplicate copy of this page if paying by deposit account)

9. 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.
THOMAS J. KOWALSKI, ESQ.  **March 3, 1999**
Name of Person Signing Signature Total number of pages including cover sheet, attachments, and document): **3**

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**PATENT
REEL: 9840 FRAME: 0521**

Frommer Lawrence & Haug LLP
File No.: 670025-2800
Serial No.: 09/252,874
Filing Date: FEBRUARY 18, 1999

ASSIGNMENT

We, Joseph Marash and Baruch Berdugo, who reside respectively at Haifa, Isreal; P.O. Box 7752, Haifa, Isreal 31077 and Kiriya-Ata 28000, Isreal, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled: **SYSTEM, METHOD AND APPARATUS FOR CANCELLING NOISE** and **LAMAR SIGNAL PROCESSING, LTD**, a wholly owned subsidiary of **ANDREA ELECTRONICS CORPORATION**, whose address is **KOHAV YOKNEAM BUILDING, 5TH FLOOR, P.O. BOX 273, YOKNEAM 20692, ISRAEL**, and which, together with its successors and assigns is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited, and of confirming the same or any part thereof heretofore acquired by Assignee.

Now, therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign and convey to and confirm in Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or discoveries or upon said applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;


3. Authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs and legal representatives, as well as ourselves to do, upon Assignee's request and at its expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us or our heirs or representatives if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs or legal representatives and which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

The effective date of this instrument is the 18TH day of FEBRUARY, 1999.

In testimony of which we have affixed our signatures.



JOSEPH MARASH



BARUCH BERDUGO