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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

- 1) Etienne Barnard
- 2) Jean-Guy Dahan

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Speechworks International, Inc.

Internal Address:

Street Address: 695 Atlantic Avenue

Boston, Massachusetts 02111

3. Nature of conveyance:

- ☒ Assignment
- ☐ Security Agreement
- ☐ Other
- ☐ Merger
- ☐ Change of Name

Execution Date: 1) April 7, 2000 2) April 4, 2000

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is _____

A. Patent Application No(s): 09/433,609

B. Patent No(s):

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence
Concerning document should be mailed:

Name: Shane H. Hunter, Esq.
Address: MINTZ, LEVIN, COHN, FERRIS
GLOVSKY and POPEO, P.C.
One Financial Center
Boston, MA 02111

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41)

\$40.00

- ☒ Enclosed
- ☐ The Commissioner is authorized to charge Deposit Account
No: 50-0311, Reference No. 17915-018.

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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.

Shane H. Hunter

April 14, 2000

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: [4]

Mail documents to be recorded with required cover sheet information to:

BOX ASSIGNMENT
Commissioner of Patents and Trademarks
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05/10/2000 JSHARAZZ 00000238 09433609

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TRADOCS:1319038.1(S9RY01)DOC

40.00 DP

PATENT
REEL: 010768 FRAME: 0057

ASSIGNMENT

We, **Etienne Barnard** and **Jean-Guy Dahan** of Pittsburgh, Pennsylvania, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to **Speechworks International, Inc.**, a Delaware corporation, with offices at 695 Atlantic Avenue, Boston, Massachusetts 02111, and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Provisional Letters Patent entitled:

METHOD AND APPARATUS FOR DISCRIMINATIVE TRAINING OF ACOUSTIC MODELS OF A SPEECH RECOGNITION SYSTEM

filed with the U.S. Patent and Trademark Office **November 2, 1999** and assigned Serial No. **09/433,609**, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date:

Signature of Etienne Barnard

State of _____

Country of _____

Subscribed and sworn to before me this _____ day of April, 2000.

Notary Public

My commission expires _____

Date:

April 7, 2000

Signature of Jean-Guy Dahan

State of Massachusetts

Country of Suffolk

Subscribed and sworn to before me this _____ day of April, 2000.

Notary Public **JOANNE M. SHOREY**
My commission expires **July 8, 2005**

We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: 4/4/2000

Etienne Barnard
Signature of Etienne Barnard

State of Massachusetts
Country of Suffolk

Subscribed and sworn to before me this day of April, 2000.

Joanne M. Shorey
Notary Public **JOANNE M. SHOREY**
My commission expires Notary Public
My Commission Expires
July 8, 2005

Date:

Signature of Jean-Guy Dahan

State of
Country of

Subscribed and sworn to before me this day of April, 2000.

Notary Public
My commission expires

TRADOC8.1107822.1(S14/01.DOC)