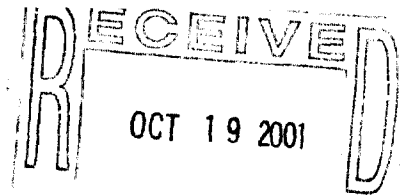


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(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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PATENTS ONLY

SHEET

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Syracuse Language Systems, Inc.

10/19/01

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

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other _____

Execution Date: 05/16/2001

2. Name and address of receiving party(ies)

Name: Vivendi Universal Interactive

Internal Address: Publishing North America, Inc.

Street Address: 19840 Pioneer Avenue

City: Torrance State: CA Zip: 90503

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)

08/448708

B. Patent No.(s)

5717828

Additional numbers attached? ☐ Yes ☒ No

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

Name: Monique M. Drake

Internal Address: _____

Gibson, Dunn & Crutcher LLP

Street Address: 1801 California St.

Suite 4100

City: Denver State: CO Zip: 80202

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41).....\$80.00

☒ Enclosed☒ Authorized to be charged to deposit account for any deficiency of fees/overpayment

8. Deposit account number:

50-0792

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Monique M. Drake

Name of Person Signing

Signature

10/18/01

Date

Total number of pages including cover sheet, attachments, and documents: 5

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

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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PATENT
REEL: 012280 FRAME: 0016

SYRACUSE LANGUAGE SYSTEMS, INC. U.S. PATENT ASSIGNMENT

This U.S. Patent Assignment (this "Assignment") is made as of March 16, 2001, by Syracuse Language Systems, Inc., a New York corporation ("Assignor") to Vivendi Universal Interactive Publishing North America, Inc., a Delaware corporation ("Assignee").

RECITALS

A. Assignor, Assignee and certain other parties have entered into the Agreement and Plan of Merger dated as the date hereof (the "Agreement").

B. Pursuant to Section 6 of the Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the patent applications filed with and the patents issued by the United States Patent and Trademark Office and set forth on Exhibit A hereto (the "Patents").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Agreement and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Agreement, Assignor hereto agrees as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest throughout the world in and to the Patents, including any divisions, continuations or reissues thereof, and all rights of priority under International Conventions and applications for patents that may hereafter be filed for the inventions disclosed in the Patents in any foreign countries, and all patents that may be granted for said inventions in any foreign countries, and all extensions, renewals and reissues thereof; together with all claims for damages by reason of past infringements of the Patents, along with the right to sue for and collect such damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States whose duty it is to issue patents for the said inventions, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

3. Assignor hereby promises and agrees to communicate to the said Assignee and its successors, assigns and legal representatives any facts known to Assignor respecting said inventions, and to testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said Assignee and its successors, assigns and legal representatives to obtain and enforce proper patent protection for said inventions in all countries.

4. To comply with the regulations for recording of this Assignment, the parties hereby authorize and request the law firm of Gibson, Dunn & Crutcher LLP to correct any errors in this Assignment or insert any further identification or other information necessary or desirable to make this Assignment suitable for recording in the United States Patent & Trademark Office when such identification or information becomes known.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment.

Syracuse Language Systems, Inc.

By: 

Name: Hubert Joly

Title: President

Date: May 16, 2001

VIVENDI UNIVERSAL INTERACTIVE PUBLISHING
NORTH AMERICA, INC. (fka HAVAS INTERACTIVE,
INC.)

By: 

Name: Hubert Joly

Title: President

Date: May 16, 2001

Acknowledgment by Notary Public

State of California

County of Los Angeles

On this 16th day of May, 2001, before me, the undersigned Notary Public, personally appeared Hubert Joly, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature:

Name:

Tricia Stephens
Tricia Stephens

, Notary Public



EXHIBIT A

Syracuse Language Systems, Inc.

U.S. Patents

<i>Patent No.</i>	<i>Patent Name</i>
5,717,828	Speech recognition apparatus and method for learning

Pending Patent Applications

<i>Title</i>	<i>Status</i>	<i>Patent No. / Appl'n Serial No.</i>	<i>Filing Date</i>
Method and Apparatus for Teaching Prosodic Features of Speech	Pending.	08/448,708	5/24/95