

Form PTO-1595 6/93 U.S. Department of Commerce, U.S. Patent and Trademark Office  
**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

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

|   |  |
|---|--|
| <p>1. Name of conveying party(ies):</p> <p><b>A) Alwin B. CARUS</b><br/> <b>B) Thomas J. DEPLONTY III</b></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p> | <p>2. Name and address of receiving party(ies):</p> <p>Name: <b>Dictaphone Corporation</b><br/> Street Address: <b>3191 Broadbridge Avenue</b><br/> City: <b>Stratford</b> State: <b>Connecticut</b> Zip Code: <b>06614</b><br/> Country: <b>USA</b></p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p> |
|---|--|

3. Nature of Conveyance:

Assignment                       Merger  
 Security Agreement             Change of Name  
 Other \_\_\_\_\_

Execution Date(s): **A) July 15, 2004 and B) July 16, 2004**

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). <b>10/787,889</b> | B. Patent No(s). |
|--|------------------|

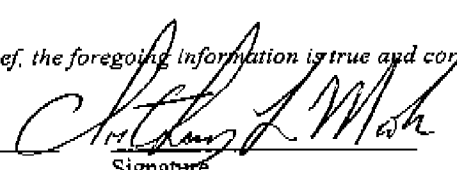
Additional numbers attached?  yes  no

|   |   |
|---|---|
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <b>HOWREY SIMON ARNOLD &amp; WHITE, LLP</b></p> <p>Internal Address:</p> <p>Street Address: <b>1299 Pennsylvania Avenue, N.W.</b><br/> <b>Box 34</b></p> <p>City: <b>Washington</b> State: <b>DC</b> Zip Code: <b>20004</b></p> | <p>6. Total number of applications and patents involved<br/> <u>1</u></p> <p>7. Total fee (37 C.F.R. § 3.41).....\$ <u>40.00</u></p> <p><input type="checkbox"/> Enclosed<br/> <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account</p> <p>8. Deposit Account Number: <b>08-3038</b></p> |
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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.*

|                                |   |                      |
|--------------------------------|---|----------------------|
| <u>Anthony L. Meola</u>        |  | <u>July 20, 2004</u> |
| Name of Person Signing         | Signature   | Date                 |
| Registration No. <b>44,936</b> | Total number of pages including cover sheet, attachments and document <b>6</b>      |                      |

OMB NO. 0651-0011 (exp.4/94)

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
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P. 05/08

PATENT  
In re CARUS *et al.*Appl. No. 10/787,889  
Atty. Docket No. 02158.0423.NPUS00

### ASSIGNMENT

This ASSIGNMENT (the "Assignment") is made and entered into by and among Alwin B. CARUS and Thomas J. DEPLONTY III (each an "Assignor") and Dictaphone Corporation, a corporation organized under the laws of the State of Delaware, located and doing business at 3191 Broadbridge Avenue, Stratford, Connecticut 06614 (the "Assignee").

WHEREAS each Assignor desires to assign to Assignee its entire right, title and interest in and to the Invention (as defined below), and Assignee desires to accept such right, title, and interest.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and of other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties agree as follows:

1. Invention Defined. As used in this Assignment "Invention" shall mean that certain application entitled System, Method and Apparatus for Prediction Using Minimal Affix Patterns, filed on February 27, 2004, having serial no. 10/787,889, and all inventions disclosed or claimed therein, any continuation, division, renewal, extension, substitute, reexamination, reissue thereof, all treaty and convention rights and all rights of priority arising from the aforesaid applications, all United States, international and foreign patent applications claiming priority therefrom, all United States, international and foreign patents, utility models, invention registrations or any other form of legal protection issuing thereon, and all rights to sue for past, present, or future infringement.

2. Assignment. Each Assignor hereby sells, assigns and transfers to Assignee his or her entire right, title, and interest in and to the Invention.

3. Further Assurances. Each Assignor hereby covenants that such Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to perfect the interest of Assignee in and to the Invention, and do all lawful acts requisite for enforcing rights thereunder, and shall not enter into any agreement in conflict with this Assignment. Each Assignor hereby covenants to communicate to Assignee any facts known concerning the Invention.

4. Acknowledgement. Each Assignor acknowledges that Assignee shall have the right to make application for and to receive Letters Patent for the Invention in any country throughout the world, and to receive Letters Patent in its name covering the Invention.

5. Representations and Warranties. Each Assignor represents and warrants that he or she (i) has full power and authority to enter into this Assignment, (ii) this Assignment has been duly authorized, executed and delivered by such Assignor and constitutes the legal, valid and binding obligation of such Assignor, enforceable against him or her in accordance with its terms hereof, (iii) has not previously assigned any right or interest in the Invention to any third party, (iv) is under no obligation to assign any right or interest in the Invention to any third party, and (v) entry into this Assignment does not breach any agreement between such Assignor and any third party.

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In re CARUS et al

Appl. No. 10/787,889  
Atty. Docket No. 02138.0423.NPU\$00

6. Successors. This Assignment shall be binding upon and inure to the benefit of the parties thereto and to their respective successors and assigns.

7. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

8. Choice of law. This Assignment shall be governed by, and construed in accordance with, the internal law of the State of Connecticut, without reference to its choice of law principles.

IN WITNESS WHEREOF, each Assignor has caused this Assignment to be executed as of the date written below.

Inventor No. 1 Alwin B Carus  
Residence Alwin B. Carus  
20 East Quinobequin  
Waban, MA 02468

7/15/2004  
Date

State of Massachusetts )  
  ) ss:  
County of Middlesex )

Before me this 16 day of July, 2004, personally appeared **Alwin B. Carus** to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Renee Marie Biek  
Notary Public  
My Commission Expires: July 12, 2007



In re CARUS et al

Appl. No. 10/787,889  
Atty. Docket No. 02158.0423.NPUS00

Inventor No. 2 Thomas J. DePlonty III  
Residence Thomas J. DePlonty III  
12 Beaumont Street  
Melrose, MA 02176

7/16/04  
Date

State of Massachusetts )  
  ) ss:  
County of Middlesex )

Before me this 16 day of July 2004, personally appeared **Thomas J. DePlonty III** to me ~~personally known~~ to be the person described in and who executed the above instrument, and acknowledged to me that she executed the same of her own free will for the purposes therein set forth.

Renee Marie Beek  
Notary Public  
My Commission Expires: 7-12-07

