

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Bernard Mont-Reynaud</td><td>10/13/2011</td></tr><tr><td>Aaron Master</td><td>10/13/2011</td></tr><tr><td>Timothy P. Stonehocker</td><td>10/13/2011</td></tr><tr><td>Keyvan Mohajer</td><td>10/13/2011</td></tr></tbody></table>	Name	Execution Date	Bernard Mont-Reynaud	10/13/2011	Aaron Master	10/13/2011	Timothy P. Stonehocker	10/13/2011	Keyvan Mohajer	10/13/2011	
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<table border="1"><tr><td>Name:</td><td>SoundHound, Inc.</td></tr><tr><td>Street Address:</td><td>1731 Technology Drive, Suite 700</td></tr><tr><td>City:</td><td>San Jose</td></tr><tr><td>State/Country:</td><td>CALIFORNIA</td></tr><tr><td>Postal Code:</td><td>95110</td></tr></table>	Name:	SoundHound, Inc.	Street Address:	1731 Technology Drive, Suite 700	City:	San Jose	State/Country:	CALIFORNIA	Postal Code:	95110	
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PROPERTY NUMBERS Total: 2											
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>13193514</td></tr><tr><td>Application Number:</td><td>61368735</td></tr></tbody></table>	Property Type	Number	Application Number:	13193514	Application Number:	61368735					
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CORRESPONDENCE DATA											
Fax Number: (650)712-0263											
Phone: 650-712-0340											
Email: kgibson@hmbay.com											
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>											
Correspondent Name: Jonathan Putnam											
Address Line 1: P O BOX 366											
Address Line 4: HALF MOON BAY, CALIFORNIA 94019											
ATTORNEY DOCKET NUMBER:	MELD 1013-2										
NAME OF SUBMITTER:	Karen Gibson										
Total Attachments: 2 source=00286455#page1.tif source=00286455#page2.tif											

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PATENT
REEL: 027089 FRAME: 0690

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

- | | |
|--|--|
| (1) Bernard Mont-Reynaud
1178 Lynn Way
Sunnyvale, CA 94087
US | (2) Aaron Master
801 Middlefield Road, #1
Palo Alto, CA 94043
US |
| (3) Timothy P. Stonehocker
1087 Clematis Drive
Sunnyvale, CA 94086
US | (4) Keyvan Mohajer
105 Massol Avenue, #202
Los Gatos, CA 95030
US |

hereinafter termed "Inventors", have invented certain new and useful improvements in

SYSTEM AND METHODS FOR CONTINUOUS AUDIO MATCHING

have filed provisional applications in the U.S. Patent and Trademark Office disclosing and identifying the above invention on **29 July 2010** as **Application No. 61/368,735**; and have filed an application for a United States patent disclosing and identifying the above invention on **28 July 2011** as **Application No. 13/193,514**; OR are filing such an application herewith, and have executed an oath or declaration of inventorship for such application on:

- (1) the 6th day of October, 2011;
- (2) the 6th day of October, 2011;
- (3) the 6th day of October, 2011;
- (4) the 6th day of October, 2011;

(hereinafter termed "applications"); and

WHEREAS, **SoundHound, Inc.**, a corporation of the State of Delaware, having a place of business at 1731 Technology Drive Suite 700 San Jose, CA 95110 (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said applications and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby jointly and severally sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said applications and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every

application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, the inventors' respective heirs, legal representatives and assigns.

4. Said Inventors hereby warrant and represent that said inventors have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventors hereby authorizes any of the following attorneys:


Mark A. Haynes, Ernest J. Beffel, Jr., Warren S. Wolfeld, James F. Hann, and Kenta Suzue to (a) insert the date of execution of the oath or declaration of inventorship, and (b) insert the application number and filing date of this application when known.

IN TESTIMONY WHEREOF, Assignors said Inventor has executed and delivered this instrument to said Assignee as of the date written below..


Dated: 10/13/2011


Bernard Mont-Reynaud

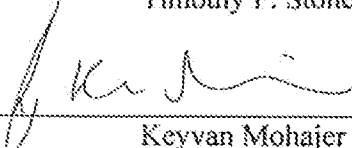
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