502101443 10/19/2012

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Kathleen Worthington McMahon	10/17/2012
Bernard Mont-Reynaud	10/17/2012

RECEIVING PARTY DATA

Name:	SoundHound, Inc.	
Street Address:	1731 Technology Dr.	
Internal Address:	Unit 700	
City:	San Jose	
State/Country:	CALIFORNIA	
Postal Code:	95110	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13759214

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6505639590

Email: Jroot@qualipat.com

Correspondent Name: Joseph E. Root

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Address Line 4: Weaverville, NORTH CAROLINA 28787

ATTORNEY DOCKET NUMBER: SNDH 1002

NAME OF SUBMITTER: Joseph E. Root

Total Attachments: 2

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PATENT

REEL: 029162 FRAME: 0705

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

- (1) Kathleen Worthington McMahon The Cottage, 7 Oakhill Drive Woodside, CA 94062 USA
- (2) Bernard Mont-Reynaud 1178 Lynn Way Sunnyvale, CA 94087-1657 USA

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

METHOD AND SYSTEM FOR ASSOCIATING SOUND DATA WITH AN IMAGE

and are filing an application for a United States patent disclosing and identifying the above invention herewith, and have executed an oath or declaration of inventorship for such application on the 5th and 6th days of September, 2012 him (hereinafter termed the "Application"); and

WHEREAS, <u>SoundHound</u>, <u>Inc.</u> a corporation of <u>USA</u> having a place of business at 1731 Technology Drive, Unit 700, San Jose, CA-95110 USA (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to the Application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by the Inventors (all collectively hereinafter termed "the 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 the Inventors to have been received in full from the Assignee:

1. The Inventors do hereby jointly and severally sell, assign, transfer and convey unto the Assignee the entire right, title and interest (a) in and to the Application and the Invention; (b) in and to all rights to apply for foreign patents on the 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 the 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 the Applications; and (d) in and to each and every reissue or extensions of any of the Patents.

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- 2. The Inventors hereby covenant and agree to cooperate with the Assignee to enable the Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by the 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 the Assignee (a) for perfecting in the Assignee the right, title and interest herein conveyed; (b) for prosecuting any of the Applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering the Invention; (d) for filing and prosecuting applications for reissuance of any the Patents; (e) for interference or other priority proceedings involving the Invention; and (f) for legal proceedings involving the 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 the Inventors in providing such cooperation shall be paid for by the Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Inventors, the Inventors' respective heirs, legal representatives and assigns.
- 4. The Inventors hereby warrant and represent that the Inventors have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. This assignment may be executed in counterpart form.

Kathleen Worthington McMahon

Date: Ud. 17,2012

Bernard Mont-Reynaud

Date: Oct. 17, 2012