PATENT ASSIGNMENT

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SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT		
CONVEYING PARTY DATA	A			
		Name	Execution Date	
Mr. Keyvan Mohajer			05/03/2013	
Mr. Bernard Mont-Reynau	d		05/03/2013	
Mr. Timothy Stonehocker			05/03/2013	
RECEIVING PARTY DATA	λ			
Name: Soundhound, Inc.				
Street Address: 39	3979 Freedom Circle, Suite 400			
City: Sa	Santa Clara			
State/Country: CA	CALIFORNIA			
Postal Code: 95	95054			
Property Type Application Number: 13		Number 30101		
		30101		
CORRESPONDENCE DAT	ΓA			
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NAME OF SUBMITTER:		Ernest J. Beffel, Jr.		
Signature:		/Ernest J. Beffel, Jr./		
Date:		05/07/2013		
Total Attachments: 1		<u></u>		
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ASSIGNMENT

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WHEREAS, the undersigned inventor(s) (hereinafter individually and collectively referred to as "ASSIGNOR") has invented new and useful improvements in:

SYSTEM AND METHOD FOR PERFORMING DUAL MODE SPEECH RECOGNITION

for which application for Letters Patent of the United States:

has been executed on even date herewith;

was executed on _____;

X was filed on 21 June 2012 and assigned U.S. Application No. 13/530,101

AND WHEREAS, the "Assigned Property" shall mean (i) the above-identified United States application for Letters Patent (the "Application"), (ii) the invention disclosed in the Application, (iii) any application for Letters Patent throughout the world directed to the foregoing or claiming priority to the Application, and (iv) any and all patents resulting from the foregoing.

AND WHEREAS, Soundhound, Inc., a corporation organized and existing under the laws of the State of Delaware, having a principal place of business 3979 Freedom Circle, Suite 400, Santa Clara, California, 95054, its successors and assigns (hereinafter individually and collectively referred to as "ASSIGNEE"), is desirous of acquiring the entire right, title, and interest in and to said Assigned Property:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby irrevocably and unconditionally assign and transfer unto ASSIGNEE the entire right, title and interest in and to the Assigned Property, and hereby authorizes and requests the Commissioner of Patents to issue said Letters Patent to ASSIGNEE for the sole use and benefit of ASSIGNEE;

AND ASSIGNOR FURTHERMORE authorizes ASSIGNEE, or anyone it may properly designate, to insert on each page of this instrument (where indicated) the filing date and application number of said Application when known;

AND ASSIGNOR AGREES, FURTHERMORE, upon request of ASSIGNEE, and without further remuneration, but at no expense to ASSIGNOR, that ASSIGNOR or ASSIGNOR'S heirs, executors, or administrators will provide all reasonable assistance to obtain, maintain, and assert the fullest measure of legal protection that ASSIGNEE desires to obtain or assert for the Assigned Property, including executing any and all papers desired by ASSIGNEE for the filing and granting of patent rights in the Assigned Property, the perfecting of title in ASSIGNEE, and in enforcing any rights in the Assigned Property.

This instrument is executed by, and shall be binding upon ASSIGNOR, and ASSIGNOR's heirs, executors and administrators, for the uses and purposes above set forth and referred to and shall inure to the benefit of ASSIGNEE or anyone it may properly designate.

If any provision of this assignment is held by any court to be unenforceable, such provision shall be interpreted to accomplish the objectives of the original provision to the fullest extent allowed by law and the remainder of this assignment shall remain in full force and effect.

Keyvan Mohajer
Bernard Mont-Reynaus
and the second

EXECUTED as of the date(s) set forth below:

Date: $\frac{5/3/13}{Date: \frac{5/3/13}{2}}$

Timothy Stonehocker

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PATENT REEL: 030368 FRAME: 0233

RECORDED: 05/07/2013