

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5953194

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
KOFAX, INC.	01/27/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NUANCE COMMUNICATIONS, INC.
<b>Street Address:</b>	1 WAYSIDE ROAD
<b>City:</b>	BURLINGTON
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01803
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	6742161
<b>Patent Number:</b>	6810404
<b>Patent Number:</b>	6820094
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)523-6850
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	6175232700
<b>Email:</b>	toni.sousa@hklaw.com
<b>Correspondent Name:</b>	HOLLAND AND KNIGHT LLP
<b>Address Line 1:</b>	10 ST. JAMES AVENUE
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02116
<b>ATTORNEY DOCKET NUMBER:</b>	119482.00004
<b>NAME OF SUBMITTER:</b>	TONI M. SOUSA
<b>SIGNATURE:</b>	/Toni M. Sousa/
<b>DATE SIGNED:</b>	02/07/2020
<b>Total Attachments: 3</b>	
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## PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (the "Agreement") dated and effective as of January 27, 2020 (the "Effective Date"), is made by and between KOFAX, INC., a Delaware corporation ("Kofax" or "Assignor") and NUANCE COMMUNICATIONS, INC., a Delaware corporation ("Nuance" or "Assignee").

### RECITALS

WHEREAS, as of the Effective Date, Kofax is the owner of all right, title and interest in and to certain patents listed in Appendix A (the "Patents");

WHEREAS, Kofax desires to assign all of its right, title and interest in and to the Patents, including the right to sue for past damages, to Nuance, pursuant to the terms of the Patent Sale Agreement, dated January 27, 2020 (the "Sales Agreement").

NOW THEREFORE, in consideration of the premises and covenants set forth herein and in the Sales Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Kofax and Nuance, intending to be legally bound hereby, agree as follows:

Section 1. Assignment. Kofax hereby sells, transfers, conveys, assigns, and delivers to Nuance, and Nuance hereby purchases and accepts from Kofax, all of Kofax's right, title, and interest in and to the Patents, including any and all the rights Kofax has to sue for past damages.

Section 2. Governing Law. This Agreement, and any and all proceedings commenced in connection with or relating to this Agreement, will be governed by, and construed and enforced in accordance with, the Laws of the State of Delaware without regard of the Laws that might otherwise govern under the applicable principles of conflict of laws of the State of Delaware (or any other jurisdiction). Each party hereto agrees to submit to the exclusive jurisdiction of the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware), for the purpose of any Action against a party hereto with respect to the subject matter of, or related to, this Agreement. Each party hereto irrevocably waives any objection which it may now or hereafter have to the venue of any Action arising out of or relating to this Agreement brought as provided in this subsection, and further irrevocably waives any claim that any such Action brought in any such court has been brought in an inconvenient forum. To the extent a party hereto has or may later acquire any immunity from jurisdiction of any court or from legal process with respect to itself or its property, such party hereby irrevocably waives such immunity under this subsection.

Section 3. Further Assurances. Assignor shall cooperate, execute such documents, and do and perform such acts, at Assignee's sole cost and expense, as may be reasonably requested by Assignee to assist Assignee in any such recordings or transfers to give effect to, document and record the assignment to Assignee under this Agreement. Assignor hereby requests the Commissioner of Patents in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational

authorities, to record Assignee as the assignee and owner of the Patents and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Agreement.

Section 4. Reimbursement for Certain Costs. In the event that Kofax incurs costs directly related to Nuance's assertion of one or more of the Patents in litigation, Nuance agrees to reimburse Kofax for such costs.

Section 5. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. It will not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts. Facsimile signatures or signatures received as a pdf attachment to electronic mail will be treated as original signatures for all purposes of this Agreement. This Agreement will become effective when, and only when, each party hereto will have received a counterpart signed by the other party hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR:

KOFAX, INC.

By: 

Name: Cort Townsend

Title: CFO

ASSIGNEE:

NUANCE COMMUNICATIONS, INC.

By: 

Name: David Greenbaum

Title: VP, Legal

**Appendix A**

**Patents**

U.S. Patent No. 6,742,161  
U.S. Patent No. 6,810,404  
U.S. Patent No. 6,820,094