

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6311505

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ASSIGNOR AND ASSIGNEE previously recorded on Reel 051581 Frame 0216. Assignor(s) hereby confirms the ASSIGNMENT OF ASSIGNORS INTEREST.

CONVEYING PARTY DATA

Name	Execution Date
VOICEBOX TECHNOLOGIES CORPORATION	03/12/2018

RECEIVING PARTY DATA

Name:	VB ASSETS, LLC
Street Address:	13407 NE 37TH PLACE
City:	BELLEVUE
State/Country:	WASHINGTON
Postal Code:	98005

PROPERTY NUMBERS Total: 12

Property Type	Number
Patent Number:	8073681
Patent Number:	7818176
Patent Number:	8145489
Patent Number:	8515765
Patent Number:	8527274
Patent Number:	9015049
Patent Number:	8886536
Patent Number:	9269097
Patent Number:	10297249
Patent Number:	9406078
Patent Number:	10134060
PCT Number:	US0853157

CORRESPONDENCE DATA

Fax Number: (203)327-6401

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.

Phone: 203-327-4500

Email: DOCKETING@OGRP.COM

Correspondent Name: CHARLES N.J. RUGGIERO, ESQ.

Address Line 1: OHLANDT, GREELEY, RUGGIERO & PERLE, L.L.P.
Address Line 2: ONE LANDMARK SQUARE, 10TH FLOOR
Address Line 4: STAMFORD, CONNECTICUT 06901

ATTORNEY DOCKET NUMBER: 0013495USM/4705A

NAME OF SUBMITTER: CHARLES N.J. RUGGIERO

SIGNATURE: /CHARLES N.J. RUGGIERO/

DATE SIGNED: 09/22/2020

Total Attachments: 24

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5922405

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VB ASSETTS LLC	03/12/2018
RECEIVING PARTY DATA	
Name:	NUANCE COMMUNICATIONS, INC.
Street Address:	ONE WAYSIDE ROAD
City:	BURLINGTON
State/Country:	MASSACHUSETTS
Postal Code:	01803
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	8073681
Patent Number:	8515765
Patent Number:	9015049
Patent Number:	10297249
Patent Number:	7818176
Patent Number:	8145489
Patent Number:	8527274
Patent Number:	8886536
Patent Number:	9269097
Patent Number:	9406078
Patent Number:	10134060
PCT Number:	US0853157
CORRESPONDENCE DATA	
Fax Number:	(203)327-6401
<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>	
Phone:	203-327-4500
Email:	DOCKETING@OGRP.COM
Correspondent Name:	CHARLES N.J. RUGGIERO, ESQ.
Address Line 1:	OHLANDT, GREELEY, RUGGIERO & PERLE, L.L.P.
Address Line 2:	ONE LANDMARK SQUARE, 10TH FLOOR

PATENT

REEL: 053851 FRAME: 0875

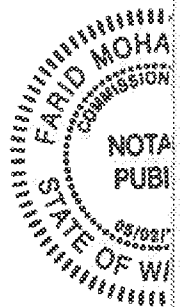
CONFIDENTIAL

EXHIBIT I-1

Assignment and Transfer Agreement

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Agreement") is made effective as of April 2, 2018 ("Closing Date"), and is entered into by and between VoiceBox Technologies Corporation, a Delaware corporation (the "Assignor"), having an address at 1110 112th Ave NE #500, Bellevue, WA 98004, and VB Assets, LLC, a Delaware limited liability company ("Assignee"), have an address at 13407 NE 37th Place Bellevue WA 98005.



RECITALS

WHEREAS, pursuant to that certain Assignment and Transfer Agreement, dated March 12, 2018 (the "Transfer Agreement"), by and among Assignor, Assignee, and the other parties thereto, Assignor agreed to sell, assign, transfer, convey, and deliver to Assignee all of Assignor's and its Affiliate's right, title, and interest in and to those certain Listed Patents as set forth on the attached Schedule A (the "Listed Patents").

WHEREAS, capitalized terms used in this Agreement and not otherwise defined herein will have the meanings set forth in the Transfer Agreement.

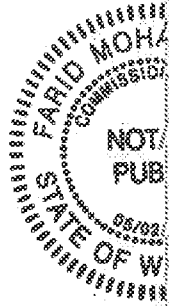
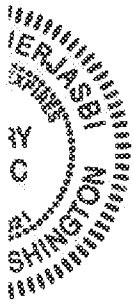
AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between the parties as follows:

- 1. Effective as of the Closing Date, and by its execution of hereof, Assignor, on behalf of itself and its Affiliates, hereby irrevocably sells, assigns, transfers, conveys, and delivers to Assignee all of Assignor's right, title, and interest for all jurisdictions throughout the world, including all countries and political entities, in and to the Transferred Patents.
- 2. Assignee hereby requests and the Assignor hereby grants to the Assignee and its legal representatives all rights necessary to record this Agreement or such other documentation with the United States Patent and Trademark Office and any similar intellectual property office or government agency in any jurisdiction throughout the world.
- 3. This Agreement is intended to evidence the consummation of the sale, assignment, and transfer by Assignor and its Affiliates of the Transferred Patents pursuant to the Transfer Agreement. Assignor and Assignee each hereby acknowledges and agrees that nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand, or limit in any way the terms of the Transfer Agreement or constitute a waiver or release by any party of any rights, liabilities, duties, or obligations granted to, or imposed upon, any of them by the terms of the Transfer Agreement. In the event of any conflict or inconsistency between the terms of the Transfer Agreement and the terms hereof, the terms of the Transfer Agreement shall govern.
- 4. This Agreement may be executed in one or more counterparts and delivered via facsimile, pdf, or other electronic means, each of which shall be deemed an original as against the party that signed it and all of which shall together constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.
- 5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law principles of such state.

[Signatures on Following Page]



IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment Agreement to be duly executed and delivered as of the Closing Date.

ASSIGNOR:

VoiceBox Technologies Corporation,
a Delaware corporation

By: [Signature]
Name: MIKE KENNEDY
Title: CEO

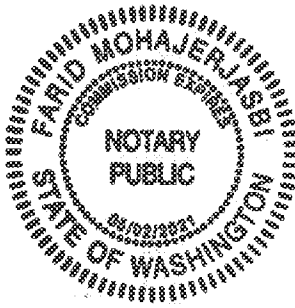
STATE OF Washington
COUNTY OF King

On March 12, 2018 before me, FARID MOHAJERJASBI (the undersigned notary), MICHAEL RYK KENNEDY personally appeared and known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Farid Mohejazi
Comm exp 5-2-2021
Residing in Issaquah, WA.



IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment Agreement to be duly executed and delivered as of the Closing Date.

ASSIGNEE:

VB Assets, LLC,
a Delaware limited liability company

By: [Signature]
Name: MIKE KENNEDY
Title: CEO



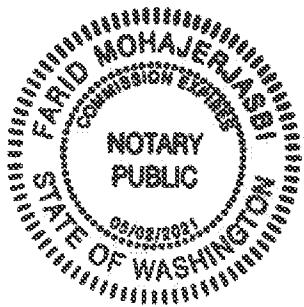
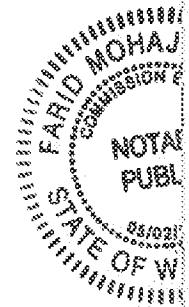
STATE OF Washington
COUNTY OF King

On March 12th, 2021 before me, FARID MOHAJER (the undersigned notary), MIKE KENNEDY personally appeared and known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature: Farid Mohajer]
Notary Public

Down 478 5-2-2021
Residing in Issaquah, WA.



**SCHEDULE A
LISTED PATENTS**

FAMILY NUMBER / NAME	ISSUED PATENTS
Family 13 -- Content Dedication	USPN 9,502,025

FAMILY NUMBER / NAME	TITLE	APPLICATION PUBLICATION NUMBER AND DATE
Family 13 -- Content Dedication	System and Method for Providing a Natural Language Content Dedication Service	Publication No. US-2015-0170641-A1; Publication Date 6/18/15
	System and Method for Providing a Natural Language Content Dedication Service	Application No. USPTO 61/259,820



ASSIGNMENT AND TRANSFER AGREEMENT

This ASSIGNMENT AND TRANSFER AGREEMENT (this "Agreement"), is executed as of this 12th day of March, 2018, and made effective as of the Effective Time (as defined in the Merger Agreement (defined below)), by and among, Nuance Communications, Inc., a Delaware corporation ("Parent"), VoiceBox Technologies Corporation, a Delaware corporation (the "Company"), and VB Assets, LLC, a Delaware limited liability company ("Transferee"), with respect to the following facts:

RECITALS

WHEREAS, concurrently with the execution of this Agreement, Parent, the Company, and a wholly-owned subsidiary of Parent ("Sub") are executing that certain Agreement and Plan of Merger (the "Merger Agreement"), pursuant to which, effective as of the Effective Time (as defined in the Merger Agreement), the Company will merge with the Sub and the Company will become a wholly-owned subsidiary of Parent.

WHEREAS, the parties desires to enter into this Agreement for purposes of transferring certain rights and assets from the Company to Transferee, pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties hereto hereby covenant and agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

1.1 "Affiliates" shall mean, with respect to any Person, any Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

1.2 "Governmental Authority" shall mean any court, administrative agency or commission or other federal, state, county, local or other foreign governmental or regulatory authority, instrumentality, agency or commission.

1.3 "Intellectual Property Rights" shall have the meaning set forth in the Parent License Agreement.

1.4 "Lien" shall mean any lien, license, assignment, pledge, charge, claim, mortgage, security interest, or other encumbrance of any sort.

1.5 "Parent License Agreement" shall mean that certain Non-Exclusive Intellectual Property License Agreement, of even date herewith, by and between Transferee and Parent.

1.6 "Parent Party" has the meaning set forth in the Parent License Agreement.

1.7 "Person" shall mean any individual, company, corporation, limited liability company, general or limited partnership, trust, proprietorship, joint venture, or other business entity, unincorporated association, organization or enterprise, or any Governmental Authority.

1.7 “Person” shall mean any individual, company, corporation, limited liability company, general or limited partnership, trust, proprietorship, joint venture, or other business entity, unincorporated association, organization or enterprise, or any Governmental Authority.

1.8 “Proceeding” shall mean any complaint, claim, action, arbitration, proceeding, litigation, or suit commenced, brought, conducted, or heard by or before any Governmental Authority or arbitrator.

1.9 “Prohibited Transferee” means Alphabet Inc., Amazon.com, Inc., Apple Inc., Huawei Technologies Co., Ltd., Meitu Inc., OPPO Electronics Corp., VIVO Mobile Communication Device (Dongguan) Co. Ltd., Xiaomi Inc., and their respective Affiliates.

1.10 “Retained Software” means the Technology listed on Exhibit D.

1.11 “Rivet Note” shall mean that certain Convertible Promissory Note in the amount of \$150,000, dated March 14, 2016, issued by Rivet Radio, Inc., in favor of the Company.

1.12 “Samsung” shall mean Samsung Electronics Co., Ltd.

1.13 “Samsung Agreement” shall mean that certain Joint Software Development and License Agreement, dated, July 1, 2013, by and between Samsung Electronics Co., Ltd. and the Company, as amended by Amendment No. 1, dated December 23, 2013 and Amendment No. 2, dated December 16, 2016.

1.14 “Samsung Revenue” shall mean revenue received under Section 6 of the Samsung Agreement.

1.15 “Transferred Patents” shall mean those certain patents and applications identified on Schedule A attached to Exhibit A, attached hereto and made a part hereof (“Listed Patents”), together with (a) any and all income, royalties or payments due, accrued, or payable as of the Effective Time or thereafter, and proceeds, claims, causes of action, and rights to enforce, sue for, and recover or collect from past, existing, and future infringement, misappropriation, or other violation or impairment of any of the Listed Patents and the related items identified in the following clause (b); and (b) any and all rights to obtain reissues, re-examinations, continuations, continuations-in-part, divisions, extensions or other counterpart patents and legal protections arising from the Listed Patents, and all resulting patents, to the extent arising from the disclosed subject matter of the Listed Patents that are or may be secured in any relevant jurisdiction anywhere in the world, including, but not limited to, the United States, its territories and possessions, now or hereinafter in effect.

1.16 “Technology” shall have the meaning set forth in the Parent License Agreement.

2. Agreement Effectiveness. This Agreement shall be effective immediately prior to the Effective Time (as defined in the Merger Agreement). If, for any reason, the Merger Agreement is terminated prior to the Effective Time, this Agreement shall likewise automatically terminate without any further action or writing by any party hereto.

3. Transferred Patents.

3.1 Transfer. Effective as of the Effective Time, the Company irrevocably sells, assigns, transfers, conveys, and delivers to Transferee, and Transferee accepts and assumes from the Company, all of the Company’s and its Affiliates’ right, title, and interest in and to the Transferred

Patents for all jurisdictions throughout the world, including all countries and political entities, free and clear of all Liens, other than, and subject to, the Parent License Agreement. Transferee will, in its sole discretion, be responsible for, and may pay all fees incurred, and may respond to all office actions due, in connection with the Transferred Patents subsequent to the Effective Time. Transferee is solely responsible for any and all additional costs incurred in connection with recording the perfection of Transferee's right, title, and interest in and to the Transferred Patents.

3.2 Transferred Patent Records. The parties will work in good faith to effect a delivery and handover of responsibility for Transferred Patents, including, without limitation, taking commercially-reasonable actions prior to any non-extendable deadlines. Following the Effective Time, Parent and its Affiliates will forward to Transferee copies of all office, attorney, and agent correspondence received by Parent and its Affiliates and related to the Listed Patents.

3.3 Patent Assignment Agreement. To further perfect the assignment of the Transferred Patents as provided herein, on the Closing Date (as defined in the Merger Agreement), the Company will execute and deliver to Transferee that certain Patent Assignment Agreement, in the form set forth on Exhibit A, attached hereto and made a part hereof (the "Patent Assignment Agreement"). Except as set forth herein to the contrary, Transferee will have the sole responsibility, at its sole cost and expense, to file and/or record the Patent Assignment Agreement and any other forms or documents as required to record the assignment of the Transferred Patents.

3.4 Priority Claims. If Transferee, or any successor in interest or assignee of any Transferred Patent, files any patent application that claims, or is entitled to claim, priority from any Transferred Patent, then such patent application and any patent issuing thereon will also be considered a "Transferred Patent" but only for purposes of interpreting the rights and obligations of Transferee (including its successors and assignees) under this Agreement and the rights and licenses reserved by, granted to, or otherwise provided for in the Parent License Agreement. In no event will this Section 3.4 be interpreted to expand the rights assigned to Transferee under this Agreement.

3.5 Further Cooperation. Parent agrees to cause any employees of Parent or its Affiliates who were inventors of any subject matter of the Listed Patents (and employed by Company at the time of invention) to cooperate with Transferee as reasonably requested by Transferee regarding any issue arising during the prosecution, future filing and maintenance of the Listed Patents, and the related items identified in clause (b) of the definition of Transferred Patents, including, without limitation, execution of any and all necessary documents, answers to technical questions, and other matters that arise in connection therewith; provided, however, that (i) such inventor is in possession of information that is not otherwise publicly available; (ii) such inventor is employed by Parent or its Affiliates at the time of such request; and (iii) without limiting the obligation of Parent to effect the sale, assignment, and transfer of the Transferred Patents hereunder, such inventors are not required to take a position adverse to the legal or business interests of Parent or its Affiliates in connection with such assistance. Parent's and its Affiliates' obligations under this Section 3.5 shall be limited to a total of 100 person hours and Transferee shall reimburse Parent or the applicable Affiliate of Parent for any legal fees reasonably incurred by Parent or its Affiliate in providing such cooperation.

3.6 No Obligation. Except as expressly set forth in this Agreement, no Parent Party will be obligated to assist in prosecution or maintenance of the Transferred Patents or to join or otherwise be involved in any proceeding in connection with the Transferred Patents.

3.7 **DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY MAKES NO REPRESENTATION OR WARRANTY REGARDING THE VALIDITY OR ENFORCEABILITY OF ANY TRANSFERRED PATENT. EXCEPT AS EXPRESSLY SET**

FORTH HEREIN, COMPANY MAKES NO OTHER REPRESENTATIONS, WARRANTIES, OR COVENANTS, EXPRESS OR IMPLIED, NOR WILL COMPANY HAVE ANY LIABILITY WITH RESPECT TO INFRINGEMENT BY TRANSFEREE OF PATENTS OR OTHER RIGHTS OF THIRD PARTIES.

4. Rivet Note. Effective as of the Effective Time, the Company irrevocably sells, assigns, transfers, conveys, and delivers to Transferee, and Transferee accepts and assumes from the Company, all of the Company's and its Affiliates' right, title, and interest in and to the Rivet Note, free and clear of any and all Liens. To further perfect the foregoing assignment, on the Closing Date (as defined in the Merger Agreement), the Company will execute and deliver to Transferee that certain Allonge to Rivet Note, in the form set forth on Exhibit B, attached hereto and made a part hereof, and following the Effective Time, Parent and its Affiliates will cooperate with Transferee and use its reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary or appropriate on its part to make effective the transfer of the Rivet Note as contemplated hereby, including the execution and delivery of such other instruments, certificates, agreements, and other documents and the performance of such other actions as may be reasonably necessary or reasonably desirable to consummate and implement expeditiously the transactions contemplated hereby.

5. Samsung Revenue. Effective as of the Effective Time, and continuing until the expiration of the Samsung Agreement, Parent shall, and shall cause its Affiliates to (a) pay and deliver all Samsung Revenue to Transferee within forty-five (45) days following its receipt thereof, and (b) from time to time, at Transferee's reasonable request, provide Transferee with a true and correct accounting of the Samsung Revenue received under the Samsung Agreement.

6. Right to Hire. Effective as of the Effective Time, Transferee shall have the right, but not the obligation, on behalf of itself, its Affiliates (including those created following the Effective Date), successors, and assigns, and any other Person, to hire, employ, contract for services with, engage, or otherwise retain (and to enter into any agreements in connection with any of the foregoing with respect to) the individuals identified on Exhibit C, attached hereto and made a part hereof (together with such other individuals mutually agreed in writing by Parent and Transferee as being RTH Individuals, the "RTH Individuals"), including, without limitation, employing or engaging such RTH Individuals (or causing such RTH Individuals to be employed or engaged) in the same or similar capacity as such RTH Individuals were employed or engaged by the Company and its Affiliates prior to the Effective Time (the rights set forth in this sentence, the "Right to Hire"). In connection with the Right to Hire, effective as of the Effective Time, Parent and the Company, on behalf of themselves and their Affiliates, hereby waive and release Transferee, all members, managers, officers, and representatives of Transferee, all NCA Stockholders (as defined in the Merger Agreement), all RTH Individuals, and all other Persons (collectively, the "RTH Holders") from any and all covenants and obligations (including, without limitation, any non-compete or non-solicitation covenants and obligations) owed by such RTH Holders to Parent, the Company, or Affiliates to the extent such covenants or obligations restrict, prohibit, limit, or prevent any such RTH Holders from exercising the Right to Hire as provided in this Section 6.

7. Software License.

7.1 License Grant. Effective as of the Effective Time, Parent and the Company, on behalf of themselves and their Affiliates, hereby grant to Transferee, and its and their successors and assigns, a perpetual, irrevocable, nonexclusive, transferrable (except to a Prohibited Transferee), sublicensable (except to a Prohibited Transferee unless such Prohibited Transferee is an end user a product which embodies the Retained Software), worldwide, fully paid-up, royalty-free and non-cancellable right and license, solely under the Technology and Intellectual Property Rights owned by the Company and its Affiliates immediately prior to the Effective Time and embodied in the Retained

Software, to perform, display, reproduce, distribute, and prepare derivative works of the Retained Software, subject to the limitations set forth in Section 7.2 below. Except as expressly provided in this Section 7.1, neither Parent, the Company, nor their Affiliates grant to Transferee any license, either directly or by implication, estoppel, or otherwise.

7.2 License Limitations. The license set forth in Section 7.1 above is subject to the following limitations (unless the license is transferred to Samsung or its Affiliates, in which case the following limitations will not apply unless and until Samsung or its Affiliates further transfers the license):

7.2.1 the Retained Software may not be used in connection with any product marketed or sold primarily for use in automobiles (but may, for the avoidance of doubt, be used in a general-purpose product that may incidentally be used in automobiles);

7.2.2 the Retained Software may not be used to create software development kits or developer portals that can be used to voice-enable multiple products or applications (but may, for the avoidance of doubt, be used to a develop product-specific software development kit or product-specific developer portal); and

7.2.3 the source code for the Retained Software may only be distributed to commercial source code escrow providers who are only permitted to make such source code available to third parties that have entered into a three-party escrow agreement with the licensee and escrow provider, which agreement only permits (i) release from escrow in the event of the applicable licensor's insolvency, bankruptcy, cessation of business, or failure to provide maintenance and support for the Retained Software; and (ii) use upon release solely to permit the applicable licensee to maintain and support the Retained Software for its internal business purposes.

7.3 Warranty Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, PARENT, THE COMPANY, AND THEIR RESPECTIVE AFFILIATES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE RETAINED SOFTWARE, AND HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

8. Mutual Representations. Effective as of the Effective Time, each party represents to the other parties hereto that (a) such party is duly organized, validly existing, and in good standing under the laws of the state of its formation; (b) the execution and delivery by such party of, and the performance of its obligations under, this Agreement have been duly authorized by all necessary action, and do not and will not require any further consent or approval of any other Person; (c) such party has full right and authority to enter into this Agreement, and this Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally; (d) there is no litigation, action, proceeding, or investigation pending or, to the best of its knowledge, threatened against such party before any court or other Governmental Authority by, against, affecting, or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out, satisfy, and complete its obligations under this Agreement; (e) such party's execution and performance of its obligations under this Agreement do not and will not constitute a material breach of any term or provision of, or a default under (i) any contract, agreement, or governmental approval to which it is a party or by which it or its property is bound, (ii) its organizational documents, or (iii) any applicable laws; and (f) such party's execution and performance under this Agreement do not and will not require any consent from a third party, including

any Governmental Authority. Notwithstanding the foregoing, nothing in this Agreement will limit, modify, amend or qualify any representation or warranty made by Company to Parent in the Merger Agreement.

9. Release; Indemnity. Effective as of the Effective Time, Transferee hereby (a) except for the obligations of Parent and Affiliates (including after the Effective Time, the Company) pursuant to Sections 3.1, 3.2, 3.3, 3.5, 4, 5, 6, and 7 releases, waives, and discharges Company, Parent and its Affiliates from any and all liabilities, claims, losses, costs, and expenses (including reasonable attorneys' fees and expenses) in connection with the transactions contemplated by this Agreement, whether arising under contract, tort, law, equity or otherwise; and (b) indemnifies, and agrees to defend and hold harmless Company, Parent and its Affiliates from any and all liabilities, claims, losses, costs, and expenses (including reasonable attorneys' fees and expenses) made by third parties in connection with the transactions contemplated by this Agreement, including the Transferred Patents (including any and all liabilities, claims, losses, costs, and expenses arising from Transferee's activities relating to defense, enforcement or licensing of any Transferred Patent), Rivet Note, and Samsung Revenue (the "Assumed Liabilities"); provided, however, that Assumed Liabilities shall not include any liabilities, claims, losses, costs, or expenses attributable to the gross negligence or willful misconduct of Parent or any of its Affiliates.

10. Miscellaneous.

10.1 Integration. This Agreement, including all schedules and exhibits attached hereto (which are incorporated into this Agreement by this reference), is the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations, representations, or agreements, whether oral or written. This Agreement may be modified and/or amended only by written instrument signed by all parties hereto. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.

10.2 Notices. All notices to Parent and the Company under this Agreement shall be provided in the manner and to the addresses set forth in the Merger Agreement, and all notices to Transferee under this Agreement shall be in the manner set forth in the Merger Agreement and to the following address:

Address for Notices to Transferee:

VB Assets, LLC
13407 NE 37th Place
Bellevue WA 98005

10.3 Partial Invalidity; Conflicts. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any Person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

10.4 Rights to Name. Nothing contained in this Agreement will be construed as conferring any right in Transferee to use any name, trade name, trademark, trade dress or other designation of any Parent Party or any name similar to "Nuance" or that of any Parent Party, including in any promotional or enforcement activities. Each party to this Agreement agrees not to use or refer to this Agreement or any provision in this Agreement in any promotional activity without the express written

approval of the other parties. Notwithstanding the foregoing, Company and Transferee may disclose the existence of this Agreement and the fact that the Transferred Patents were assigned by Company to Transferee. Otherwise, each party to this Agreement agrees not to disclose the terms of this Agreement to any third party (other than its Subsidiaries) without the other party's prior, written consent, unless disclosure (a) is required by government or court order or otherwise required by law or any applicable securities exchange rules or regulations, (b) is required to enforce rights under this Agreement, (c), is made on a confidential basis to a third party who has a legitimate need to know, (d) is required to record the assignment of the Transferred Patents and the reserved rights and licenses by Parent and Company, (e) is made by Parent to any third party to which Company has a duty or obligation to grant a license, covenant not to sue, immunity or other right under any Transferred Patent.

10.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such state.

10.6 Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10.7 Counterparts. This Agreement may be executed in one or more counterparts and delivered via facsimile, pdf, or other electronic means, each of which shall be deemed an original as against the party that signed it and all of which shall together constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

10.8 Further Assurances. Each party agrees that from time to time, at the reasonable request of the other party, to execute and deliver such other documents and take such other actions as the any party may reasonably request to effectuate the assignment, transfer, and conveyance of the rights and assets under, and the transactions contemplated by, this Agreement.


10.9 Attorneys' Fees. In any action to enforce the terms of this Agreement, the non-prevailing party shall pay the prevailing party a reasonable sum for attorneys' fees in such suit, and such attorneys' fees shall be deemed to have accrued prior to the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

[Signatures On Following Page]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement as of the day and year first above written.

PARENT

Nuance Communications, Inc.,
a Delaware Corporation

By: 
Name: Paul A. Riedi
Title: Chief Executive Officer

COMPANY

VoiceBox Technologies Corporation,
a Delaware corporation

By: _____
Name: _____
Title: _____

TRANSFeree

VB Assets, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

[Signature Page to Assignment and Transfer Agreement]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement as of the day and year first above written.

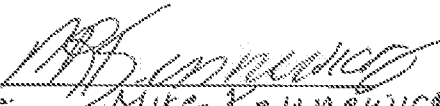
PARENT

NUANCE COMMUNICATIONS, INC.
a Delaware corporation

By: _____
Name: _____
Title: _____

COMPANY

VOICEBOX TECHNOLOGIES CORPORATION,
a Delaware corporation

By: 
Name: Mike Kennewick
Title: CEO

TRANSFeree

VB ASSETS, LLC,
a Delaware limited liability company

By: 
Name: Michael R. Kennewick
Title: Manager

[Signature Page to Assignment and Transfer Agreement]

**EXHIBIT A
PATENT ASSIGNMENT AGREEMENT**

[See Attached]

**SCHEDULE A
LISTED PATENTS**

FAMILY NUMBER / NAME	ISSUED PATENTS
Family 7 - Cooperative Conversations	USPN 8,073,681, USPN 8,515,765, USPN 9,015,049, ZL200780042315.0
Family 8 - Voice Ads	USPN 7,818,176, USPN 8,145,489, USPN 8,527,274, USPN 8,886,536, USPN 9,269,097 B2, USPN 9,406,078, ZL 200880009312.1, ZL201510680938.7
Family 10 - Multi-Device	USPN 8,589,161, USPN 9,305,548, USPN 9,711,143, ZL 2008801030303.8
Family 11 - Voice-Click	USPN 8,326,637, USPN 8,719,009, USPN 8,738,380, USPN 9,105,266, USPN 9,570,070 B2, ZL 201080017511.4
Family 17 - Voice Commerce	USPN 9,626,703

FAMILY NUMBER / NAME	TITLE	APPLICATION PUBLICATION NUMBER AND DATE
Family 7 - Cooperative Conversations	System and Method for a Cooperative Conversational Voice User Interface	Publication No. US-2015-0228276-A1; Publication Date 8/13/15
	System and Method for a Cooperative Conversational Voice User Interface - INTERNATIONAL	Application No. PCT/2007/081481
Family 8 - Voice Ads	System and Method for Delivering Targeted Advertisements and/or Providing Natural Language Processing Based on Advertisements	Publication No. US-2016-0335676-A1; Publication Date 11/17/16
	System and Method for Selecting and Presenting Advertisements Based on Natural Language Processing of Voice-Based Input - CHINA DIVISIONAL	Published as No. CN105427120A on 3/23/16
	System and Method for Delivering Targeted Advertisements and Tracking Advertisement Interactions in Voice Recognition Contexts - CHINA DIVISIONAL	Published as No. CN105427121A on 3/23/16
	System and Method for Selecting and Presenting Advertisements Based on Natural Language Processing of Voice-Based Input - EUROPE DIVISIONAL	Published as No. 2109849/08729143.1 on 10/21/09
	System and Method for Delivering Targeted Advertisements and/or Providing Natural Language Processing Based on Advertisements	Application No. USPTO 15/233,870
	System and Method for Selecting and Presenting Advertisements Based on Natural Language Processing of Voice Based Input - INTERNATIONAL	Application No. PCT/US2008/053157
	System and Method for Delivering Targeted Advertisements and Tracking Advertisement Interactions in Voice Recognition Contexts - CHINA DIVISIONAL	CN105427122A
Family 10 - Multi-Device	System and Method for an Integrated, Multi-Modal, Multi-Device Natural Language Voice Services Environment	Publication No. US 2017/0294189 A1, Publication Date: October 12, 2017
	System and Method for an Integrated, Multi-Modal, Multi-Device Natural Language Voice Services Environment - EUROPE	Published as No. 2283431 on 2/16/11
	System and Method for an Integrated Multi Modal, Multi Device Natural Language Voice Services Environment - INTERNATIONAL	Application No. PCT/US2008/069524
	System and Method for an Integrated Multi Modal, Multi Device Natural Language Voice Services Environment	Application No. USPTO 15/632,713
Family 11 - Voice-Click	System and Method for Processing Multi-Modal Device Interactions in a Natural Language Voice Services Environment	Continuation - not yet published
	System and Method for Processing Multi-Modal Device Interactions in a Natural Language Voice Services Environment - EUROPE	Published as No. 2399255 on 12/28/11

	System and Method for Processing Multi-Modal Device Interactions in a Natural Language Voice Services Environment - JAPAN DIVISIONAL	not yet published - 2016 182671
	System and Method for an Integrated Multi Modal, Multi Device Natural Language Voice Services Environment	Application No. USPTO 15/430,952
	System and Method for an Integrated Multi Modal, Multi Device Natural Language Voice Services Environment -- INTERNATIONAL	Application No. PCT/US2010/024895
Family 17 - Voice Commerce	Voice Commerce	Continuation - not yet published
	Voice Commerce - CHINA	Published as No. CN 107003996 A on 8/1/17
	Voice Commerce	Application No. USPTO 62/051,273
	Voice Commerce -- INTERNATIONAL	Application No. PCT/US2015/050218
	Voice Commerce - EUROPE	Published as No. 3195145 on 7/26/17