

04-17-2002

Docket No.:

2639/204,210,211,212,213,215,

216

Tab settings



To the Honorable Commissioner of Patents

102058061

Shed original documents or copy thereof.

1. Name of conveying party(ies):

I.&H Holdings USA, Inc.

2. Name and address of receiving party(ies):

Name: ScanSoft, Inc.

Internal Address:

Street Address: 9 Centennial Drive

City: Peabody State: MA ZIP: 01960

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Bill of Sale
- Merger
- Change of Name

Execution Date: December 7, 2001

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,254,151	1,480,770	1,428,200
1,769,822	1,419,515	1,419,515
1,428,201		

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Nicole Zawarski, Esq.

Internal Address: Bromberg & Sunstein LLP

Street Address: 125 Summer Street

City: Boston State: MA ZIP: 02110

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): \$ 190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

04/16/2002 6TDM11 00000254 2254151

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 150.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nicole Zawarski

Name of Person Signing

Nicole Zawarski
Signature

March 25, 2002

Date

Total number of pages including cover sheet, attachments, and

35

TRADEMARK

REEL: 002485 FRAME: 0181

BILL OF SALE

This BILL OF SALE, dated December 7, 2001 (this "Bill of Sale"), is executed and delivered by Lernout & Hauspie Speech Products N.V., a corporation organized under the laws of the Kingdom of Belgium, L&H Holdings USA, Inc., a Delaware corporation, and each of the other sellers named on Exhibit A to the Purchase Agreement (as defined below) (each a "Seller" and collectively, the "Sellers"), to ScanSoft, Inc., a Delaware corporation (the "Buyer"). All capitalized words and terms used in this Bill of Sale and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement, dated as of November 7, 2001 (the "Purchase Agreement"), by and among the Buyer and the Sellers.

WHEREAS, pursuant to the Purchase Agreement, the Sellers have agreed to sell, transfer, convey, assign and deliver to the Buyer the Acquired Assets and the Buyer has agreed to assume from the Sellers the Assumed Liabilities;

NOW, THEREFORE, in consideration of the mutual promises set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Seller hereby agrees as follows:

1. Each Seller hereby sells, transfers, conveys, assigns and delivers to the Buyer, its successors and assigns, to have and to hold forever, all of such Seller's respective right, title and interest in, to and under all of the Acquired Assets

2. Each Seller hereby covenants and agrees that it will, at the request of the Buyer and without further consideration, execute and deliver such other instruments of sale, transfer, conveyance and assignment, and take such other action, as may reasonably be necessary to more effectively sell, transfer, convey and assign to the Buyer, and confirm the Buyer's title to, all of the Acquired Assets to the full extent permitted by law to put the Buyer in actual possession and operating control thereof, to assist the Buyer in exercising all rights with respect thereto and to carry out the purpose and intent of the Purchase Agreement.

3. Each Seller does hereby irrevocably constitute and appoint the Buyer its true and lawful attorney, with full power of substitution, in its name or otherwise, and on behalf of such Seller, or for its own use, to claim, demand, collect and receive at any time and from time to time any and all of the Acquired Assets, and to prosecute the same at law or in equity and, upon discharge thereof, to complete, execute and deliver any and all necessary instruments of satisfaction and release

4. Each Seller, by its execution of this Bill of Sale, and the Buyer, by its acceptance of this Bill of Sale, hereby acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of the Sellers or the Buyer under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Bill of Sale.

5. This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

6. THIS BILL OF SALE, THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS BILL OF SALE, AND ANY CLAIM OR CONTROVERSY DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS BILL OF SALE OR THE TRANSACTIONS CONTEMPLATED BY THIS BILL OF SALE (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL IN ALL RESPECTS BE GOVERNED BY AND INTERPRETED, CONSTRUED AND DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF DELAWARE (WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISION THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION).

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Sellers and the Buyer have caused this Bill of Sale to be duly executed under seal as of and on the date first above written

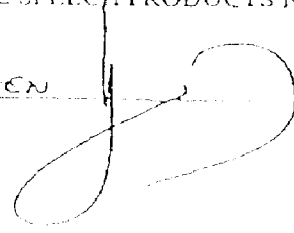
SELLERS:

LEFNOUT & HAUSPIE SPEECH PRODUCTS N V

By J.J. VANSTAEN

Name CEO

Title



LEH HOLDINGS USA, INC

By _____

Name

Title

INTERACTIVE SYSTEMS, INC

By _____

Name

Title

LEFNOUT & HAUSPIE SPEECH
PRODUCTS USA, INC

By _____

Name

Title

IN WITNESS WHEREOF, the Sellers and the Buyer have caused this Bill of Sale to be duly executed under seal as of and on the date first above written.

SELLERS:

LERNOUT & HAUSPIE SPEECH PRODUCTS N.V.

By _____
Name _____
Title _____

L&H HOLDINGS, USA, INC.

By John Staggary
Name John Staggary
Title President

INTERACTIVE SYSTEMS, INC.

By John Staggary
Name John Staggary
Title President

LERNOUT & HAUSPIE SPEECH
PRODUCTS USA, INC.

By John Staggary
Name John Staggary
Title President

L&H APPLICATIONS USA, INC.

By: John Shagoury
 Name: John Shagoury
 Title: President

LINGUISTIC TECHNOLOGIES, INC.

By: John Shagoury
 Name: John Shagoury
 Title: President

L&H JAPAN K.K.

By: _____
 Name: _____
 Title: _____

L&H LINGUISTICS USA, INC.

By: John Shagoury
 Name: John Shagoury
 Title: President

LERNOUT & HAUSPIE JAPAN INC.

By: _____
 Name: _____
 Title: _____

BILL OF SALE


L&H APPLICATIONS USA, INC.

By: _____
Name:
Title:

LINGUISTIC TECHNOLOGIES, INC.

By: _____
Name:
Title:

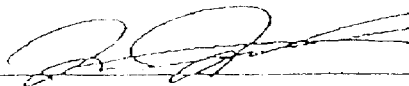
L&H JAPAN K.K.

By: 
Name: NORITAKA MURATA
Title: PRESIDENT

L&H LINGUISTICS USA, INC.

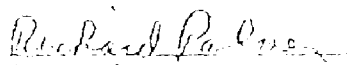
By: _____
Name:
Title:

LERNOUT & HAUPSIE JAPAN INC.

By: 
Name: NORITAKA MURATA
Title: PRESIDENT

ACCEPTED:

SCANSOFT, INC

By: 
Name: Richard Palmer
Title: SVP & Chief Financial Officer

**ASSET PURCHASE AGREEMENT
(LOTS 1-3)**

BY AND AMONG

SCANSOFT, INC.

AND

ARNOUT & HAUSPIE SPEECH PRODUCTS N.V.,

L&H HOLDINGS USA, INC.

AND

OTHER SELLERS NAMED ON ANNEX A ATTACHED HERETO

DATED AS OF DECEMBER 7, 2001

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is entered into as of December 7, 2001 (this "Agreement"), by and among ScanSoft, Inc., a Delaware corporation (the "Buyer"), on the one hand, and Lernout & Hauspie Speech Products N.V., a corporation organized and existing under the laws of the Kingdom of Belgium ("L&H"), L&H Holdings USA, a Delaware corporation that is a wholly-owned subsidiary of L&H ("Holdings"), and the other corporations listed on Annex A to this Agreement, on the other hand (L&H, Holdings, and the other corporations listed on Annex A to this Agreement are each individually referred to herein as a "Seller" and collectively as the "Sellers"). The Buyer and the Sellers are referred to collectively herein as the "Parties."

W I T N E S S E T H:

WHEREAS, L&H and Holdings (the "Bankruptcy Sellers") have filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "U.S. Bankruptcy Code") (Case Nos. 00-4397 through 00-4399 (JHW), jointly administered) (the "U.S. Bankruptcy Case") in the United States Bankruptcy Court for the District of Delaware (the "U.S. Bankruptcy Court");

WHEREAS, L&H has been the subject of a concordat proceeding under the Belgian law of July 17, 1997 on judicial composition (*gerechtelijk akkoord*) in Belgium before the Commercial Court of Ieper and has been declared bankrupt (in *staat van faillissement*) pursuant to a judgment of October 24, 2001 (the "Belgian Bankruptcy Case" and together with the U.S. Bankruptcy Case, the "Bankruptcy Cases") of the Commercial Court of Ieper (such court, together with the bankruptcy trustees (*curatoren*; hereinafter the "Trustees") and the designated judges (*rechters-commissarissen*) appointed in connection with the Belgian Bankruptcy Case (the "Designated Judges", together with the Trustees, the "Belgian Bankruptcy Authorities", and together with the U.S. Bankruptcy Court, the "Bankruptcy Courts") pursuant to Belgian law of August 8, 1997 (the "Belgian Bankruptcy Code" and, together with the U.S. Bankruptcy Code, the "Bankruptcy Codes");

WHEREAS, the Sellers desire to sell, transfer and assign to the Buyer and the Buyer desires to purchase and acquire from the Sellers (i) (A) the assets contained within the Sellers' Text-to-Speech Asset Group, (B) the assets contained within L&H's Speech Processing/Dialog (and Automotive Applications) Asset Group, and (C) the assets contained within the Dragon Speech Processing/Dialog Asset Group, as such assets are more fully described on Annex B attached hereto (collectively the "Purchased Asset Groups") and (ii) the business lines of Sellers directly relating to the development, production, marketing and sale of the Purchased Asset Groups ((i) and (ii) together, the "Acquired Business"; it being understood, however, that the Acquired Business shall not include any item listed on Annex C attached hereto (the "Non-

Purchased Asset Groups”), or the business lines of Sellers directly relating to the development, production, marketing and sale of the Non-Purchased Asset Groups (together with the Non-Purchased Asset Groups, the “Non-Purchased Business”), in each case free and clear of all liens, mortgages, security interest, pledges, claims, encumbrances, liabilities and other obligations and interests of every kind and nature (the “Encumbrances”, it being understood, however, that the term Encumbrances shall not include any licenses or any escrow agreements) other than assets being sold, transferred or assigned by the Sellers that are not Bankruptcy Sellers (the “Non-Bankruptcy Sellers”), in which case subject to Permitted Encumbrances (as defined in Section 2.4);

WHEREAS, in connection with the transactions contemplated hereby, the Parties hereto desire that the Assigned Contracts (as defined in Section 1.1(a)(ii)) to which L&H or Holdings is a party (the “Debtor Assigned Contracts”) be assumed by them and assigned to the Buyer pursuant to Section 365 of the U.S. Bankruptcy Code and that the Buyer succeed to all of the rights and assume the duties and obligations thereunder which arise on or after the Closing Date under such Debtor Assigned Contracts.

WHEREAS, subject to approval of the Bankruptcy Courts, as set forth herein, the Sellers shall be authorized to sell the Acquired Assets to the Buyer.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

ARTICLE I

THE PURCHASE

1.1 Purchase and Sale of Assets and Assumption and Assignment of the Assigned Contracts

(a) Upon and subject to the terms and conditions of this Agreement, the Buyer shall purchase from each Seller, and each Seller shall sell, transfer, convey, assign and deliver to the Buyer, at the Closing (as defined in Section 1.5(a)), free and clear of all Encumbrances (other than assets being sold, transferred, conveyed or assigned by the Non-Bankruptcy Sellers, in which case subject to the Permitted Encumbrances, if any), for the aggregate consideration specified below in this Article I, all of such Seller’s right, title and interest in and to the following assets of such Seller existing as of the Closing, regardless of whether such assets existed prior to the commencement of the Bankruptcy Cases or arising thereafter (the “Acquired Assets”):

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(iv) subject to Section 1.1(b)(y) below, all Intellectual Property and Other Intellectual Property (as such terms are defined in Section 1.1(a)) (collectively, the "Acquired Intellectual Property"),

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

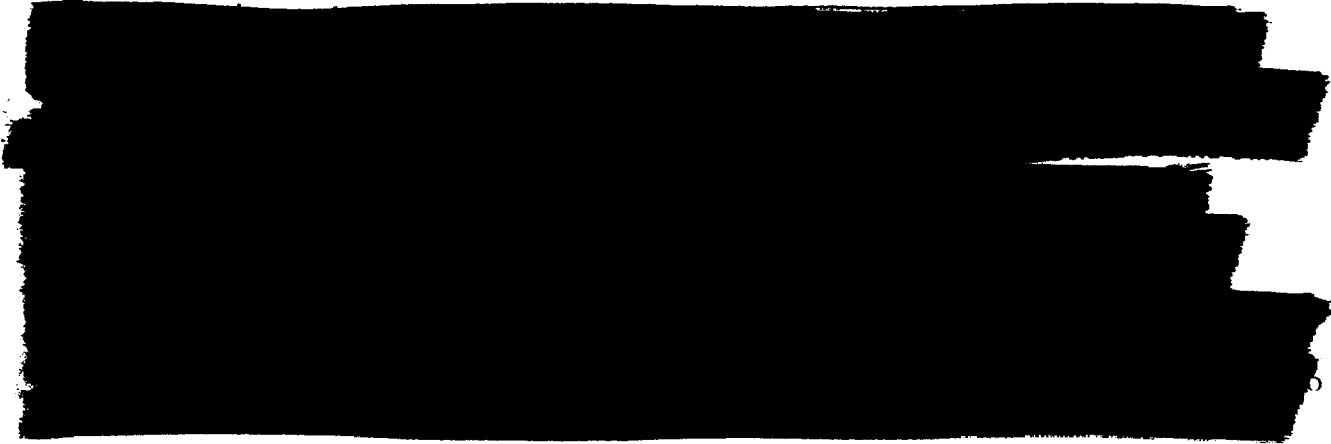
(x) all goodwill of such Seller relating to the Acquired Business or the Acquired Assets.

[REDACTED]

[REDACTED]


[REDACTED]

[REDACTED]



2.7 Intellectual Property.

(a) Section 2.7(a) of the Disclosure Schedule contains a true and complete list, arranged according to the identity of the applicable Seller, of all Intellectual Property and material items of Other Intellectual Property. For purposes of this Agreement:

- (i) "Intellectual Property" means (A) the items listed in Annex B attached hereto and any intangible and intellectual property rights contained in those items, including, without limitation, copyright and trade secret rights, (B) any patents, patent applications, provisional patent applications, patent disclosures, and all related continuation, continuation-in part, divisional, reissue, re-examination, utility model, certificate of invention and design patents, patent application, registrations and applications for registrations listed in Annex B, and (C) any trademarks, service marks, trade dress, logos, tradenames, domain names and corporate names and registrations and applications for registration thereof and copyright registrations listed in Annex B; and (D) any mask works and registrations and applications for registration thereof listed in Annex B; and
- 

12-06-01 20:27 From-SCANSOFT INC

T-631 P.02/02 F-68T

IN WITNESS WHEREOF, the Parties hereto have executed this Asset Purchase Agreement as of the date first above written.

BUYER:

SCANSOFT, INC.

By: Michael R. Terrence
Name:
Title:

SELLERS:

LERNOUT & HAUSPIE SPEECH PRODUCTS N.V.

By: _____
Name:
Title:

L&H HOLDINGS USA, INC.

By: _____
Name:
Title:

INTERACTIVE SYSTEMS, INC.

By: _____
Name:
Title:

LERNOUT & HAUSPIE SPEECH
PRODUCTS USA, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties hereto have executed this Asset Purchase Agreement as of the date first above written.

BUYER:

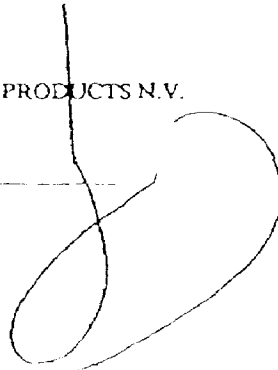
SCANSOFT, INC.

By: _____
Name:
Title:

SELLERS:

LERNOUT & HAUSPIE SPEECH PRODUCTS N.V.

By: _____
Name: J.P. VAN STAEM
Title: OPERATOR



L&H HOLDINGS USA, INC.

By: _____
Name:
Title:

INTERACTIVE SYSTEMS, INC.

By: _____
Name:
Title:

LERNOUT & HAUSPIE SPEECH
PRODUCTS USA, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties hereto have executed this Asset Purchase Agreement as of the date first above written.

BUYER:

SCANSOFT, INC.


By: _____
Name:
Title:

SELLERS:

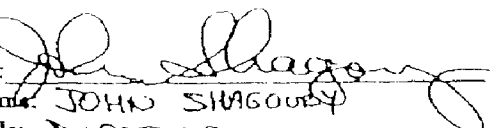
LERNOUT & HAUSPIE SPEECH PRODUCTS N.V.

By: _____
Name:
Title:

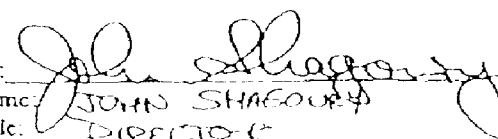
L&H HOLDINGS USA, INC.

By: 
Name: JOHN SHAGOURY
Title: DIRECTOR

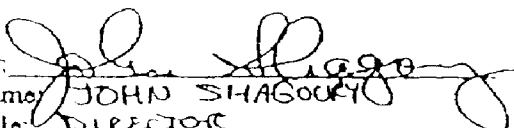
INTERACTIVE SYSTEMS, INC.

By: 
Name: JOHN SHAGOURY
Title: DIRECTOR


LERNOUT & HAUSPIE SPEECH PRODUCTS USA, INC.

By: 
Name: JOHN SHAGOURY
Title: DIRECTOR

L&H APPLICATIONS USA, INC.

By: 
Name: JOHN SHAGOURY
Title: DIRECTOR

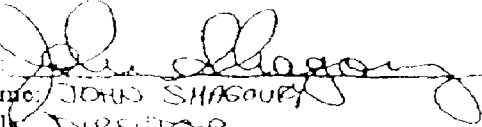
LINGUISTIC TECHNOLOGIES, INC.

By: 
Name: JOHN SHAGOURY
Title: DIRECTOR

L&H JAPAN KK

By: _____
Name:
Title:

L&H LINGUISTICS USA, INC.

By: 
Name: JOHN SHAGOURY
Title: DIRECTOR

L&H JAPAN, INC.

By: _____
Name:
Title:

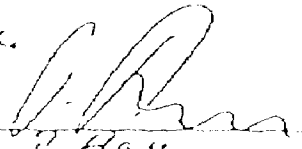
L&H APPLICATIONS USA, INC.

By: _____
Name:
Title:

LINGUISTIC TECHNOLOGIES, INC.

By: _____
Name:
Title:


L&H JAPAN KK.

By: 
Name: *P. Haase*
Title: *VP/CRM International*

L&H LINGUISTICS USA, INC.

By: _____
Name:
Title:

LERKUIZ HAUSPIE JAPAN INC

By: 
Name: *P. Haase*
Title: *VP/CRM International*

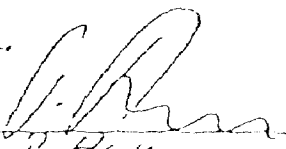
L&H APPLICATIONS USA, INC.

By: _____
Name:
Title:

LINGUISTIC TECHNOLOGIES, INC.

By: _____
Name:
Title:

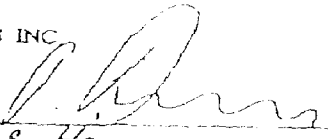
L&H JAPAN KK.

By: 
Name: P. Hauser
Title: VP/GM International

L&H LINGUISTICS USA, INC.

By: _____
Name:
Title:

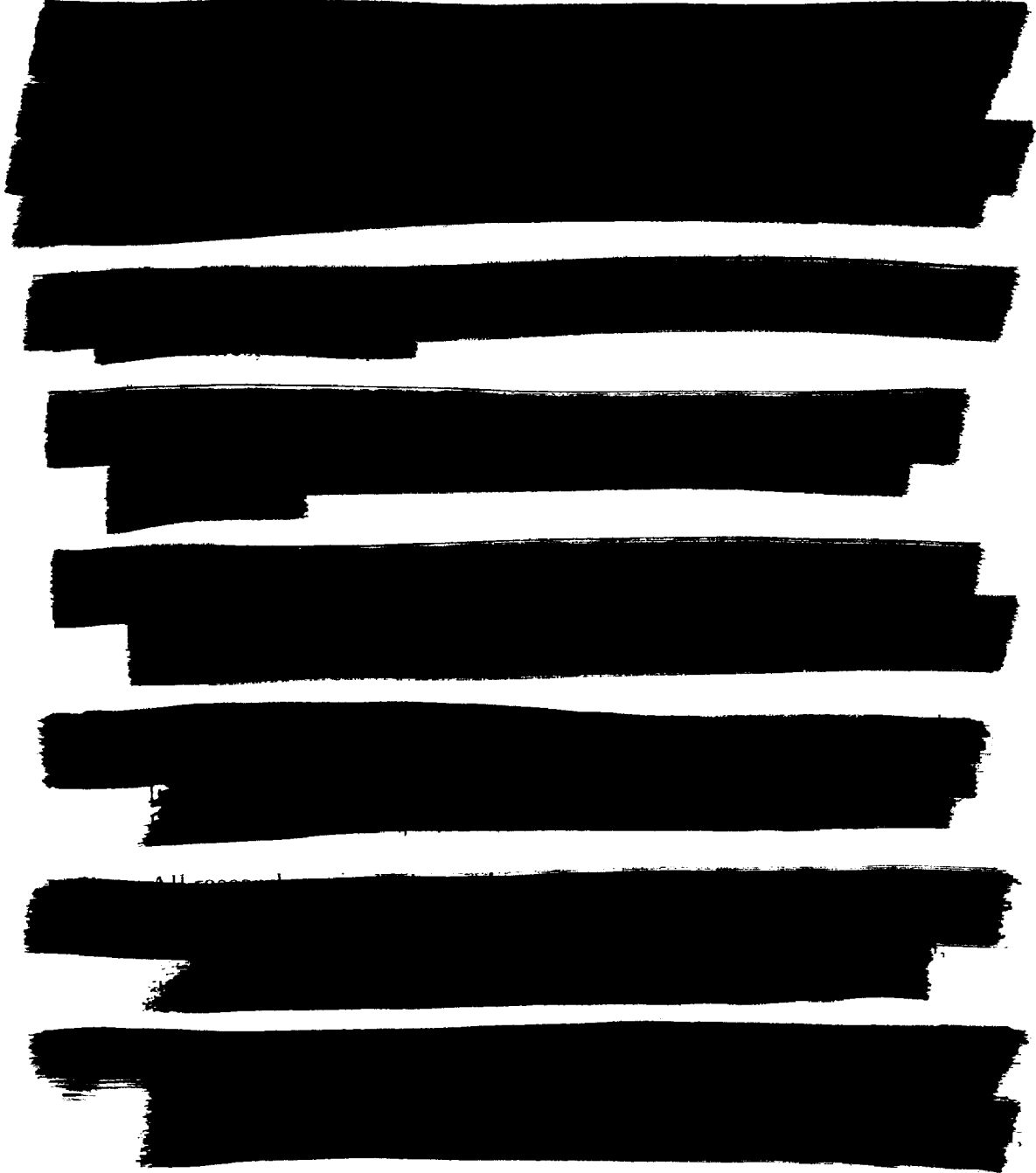
LERNOUX HAUSER JAPAN INC.

By: 
Name: P. Hauser
Title: VP/GM International

TEXT-TO-SPEECH ASSET GROUP¹

(Owned by Lernout & Hauspie Speech Products N.V., except for **, which is owned by Lernout & Hauspie Speech Products USA, Inc., or as otherwise expressly indicated.)

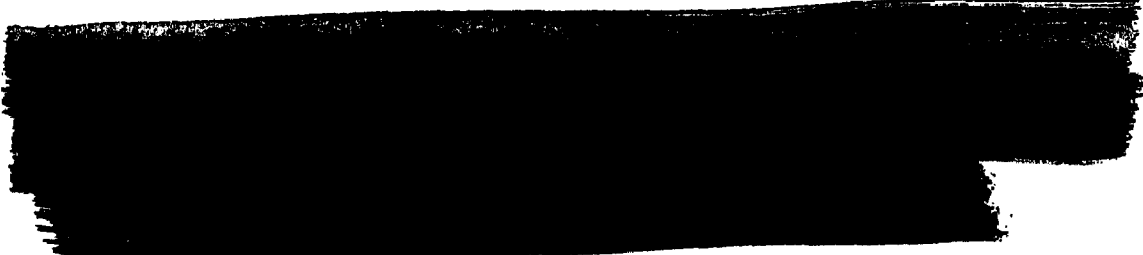
A1. Text-to-Speech Technology



¹ These assets are subject to the obligations set forth in Section I



A1. Dragon Speech Processing/Dialog Technology



A2. Dragon Speech Processing/Dialog Products



NY 100 330467623



A3. Documentation



B1. Patents



NY 100 3304676 24



NSI# 3304670-25



NY 100 330467626



NY 100 330467627

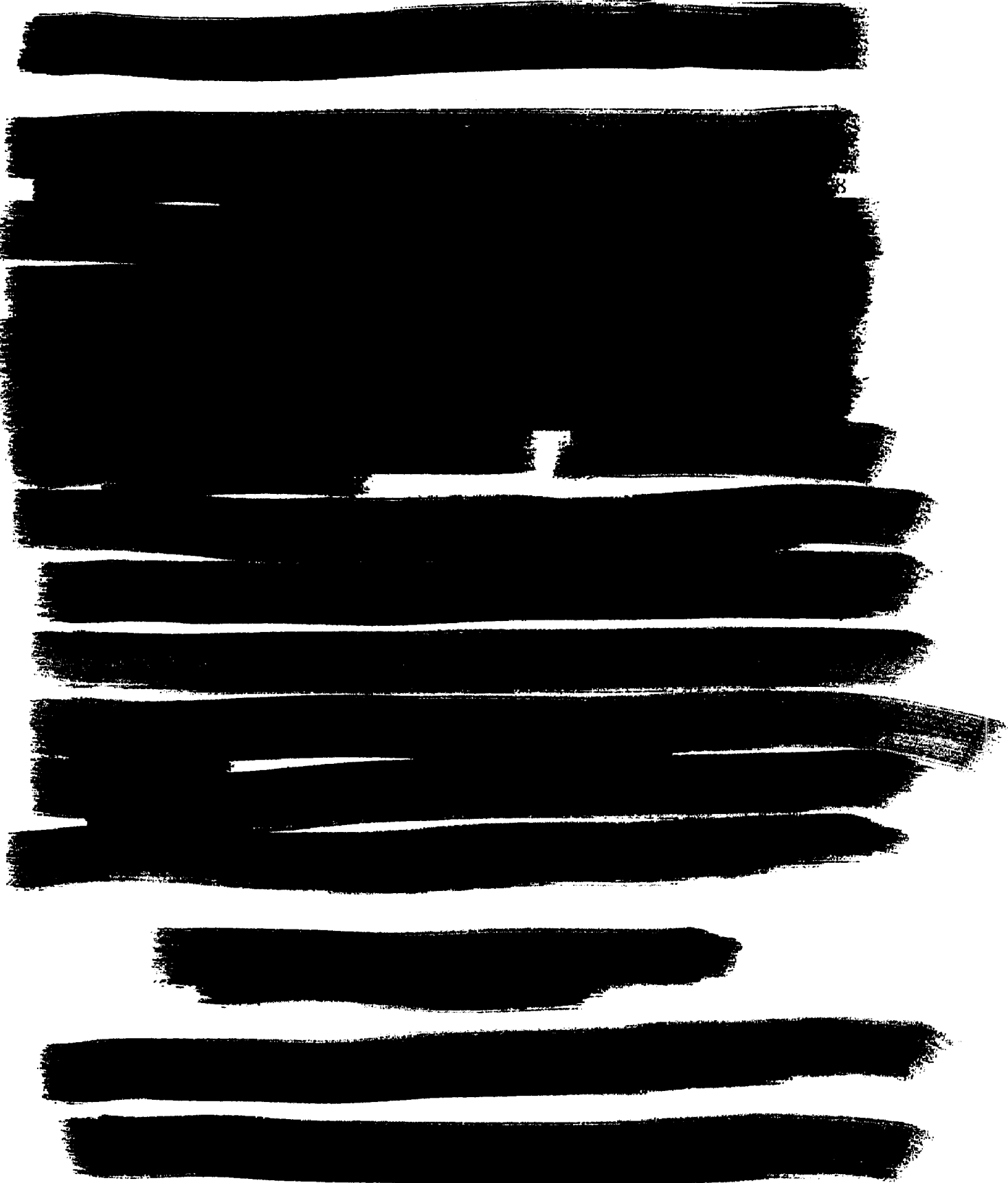
TRADEMARK
REEL: 002485 FRAME: 0206



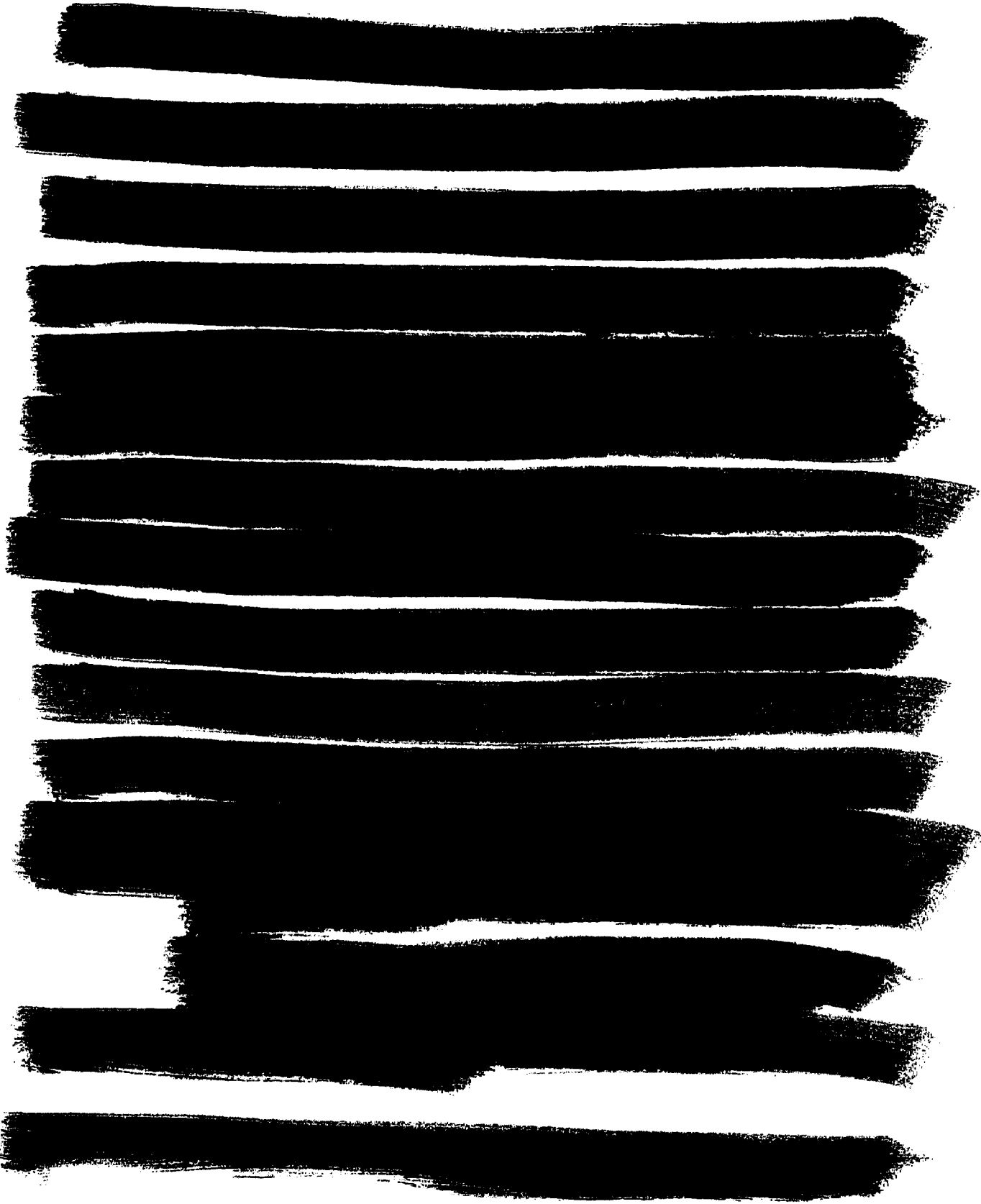
B2. Patent Applications



NY 100 330467628



NY 330467629

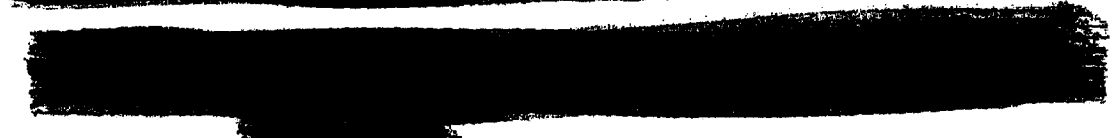


NY 100 330467630



NY 100 330467431

TRADEMARK
REEL: 002485 FRAME: 0210



D1. Trademarks

DRAGON

Application(s) for Registration (each owned by Lernout & Hauspie Speech Products N.V.):

Brazil, Application Nos. 823262693 and 823262669

Guatemala, Application Nos. 2000-10163 and 200-10164

Mexico, Application Nos. 459344

NY 112 330467632

Peru, Application Nos. 113386 and 113385
Venezuela, Application Nos. 16577/2000

Registration(s):

Australia, Serial No. 737276
Austria, Serial No. 161043
Benelux, Serial Nos. 492612 and 575110
EU, Serial No. 00052438
France, Serial No. 95 558 530
Germany, Serial No. 2060856
Italy, Serial No. 713 229
Mexico, Serial No. 689912 (owned by Lernout & Hauspie Speech
Products N.V.)
Peru, Serial No. 00025472 (owned by Lernout & Hauspie Speech Products
N.V.)
South Africa, Serial No. 97/1352
Sweden, Serial No. 327432
Switzerland, Serial No. 430.269
UK, Serial No. 2010510

DRAGON (plus design)

Application(s) for Registration:

None

Registration(s):

United States of America, Serial No. 1,423,358

DRAGON Design (design only)

Application(s) for Registration (each owned by Lernout & Hauspie Speech
Products N.V.):

Brazil, Application Nos. 823262642 and 823262634
Guatemala, Application Nos. 200-10159 and 2000-10155
Venezuela, Application Nos. 16583/2000

Registration(s):

United States of America, Serial Nos. 1,423,358 and 1,428,201
Australia, Serial No. 715851
Austria, Serial No. 159,703
Benelux, Serial No. 586953
Colombia, Serial No. 221743
France, Serial No. 95 558 532
Germany, Serial No. 2060857
Italy, Serial No. 713,230
Mexico, Serial No. 599672
South Africa, Serial No. 97/1353
Spain, Serial Nos. 1953594 and 1953593

NYLH 000467633

Sweden, Serial No. 309670

Switzerland, Serial No. 430752

UK, Serial No. 2010511

Peru, Serial No. 00025482 and 0007251 (both owned by Lernout & Hauspie Speech Products N.V.)

Colombia, Serial No. 221743

DRAGON NATURALLY SPEAKING

Application(s) for Registration:

None

Registration(s)

China, Serial No. 1244419

EU, Serial No. 000524611

Japan, Serial No. 4251926

Mexico, Serial No. 605964

DRAGON SYSTEMS

Application(s) for Registration:

None

Registration(s):

United States of America, Serial Nos. 1,419,515 and 1,428,200 and 1,480,770

Australia, Serial No. 715850

China, Serial No. 1244420

Mexico, Serial No. 600955

DRAGON DICTATE

Application(s) for Registration:

None

Registration(s):

United States of America, Serial No. 1,769,822

Australia, Serial No. 701189

L&H VOICE XPRESS

Application(s) for Registration:

Canada, Application No. 1083130

United States of America, Application No. 76/103,307

Registration(s):

None

SYL# 330467634

NATURALLY SPEAKING

Application(s) for Registration:

None

Registration(s):

United States of America, Serial No. 2,254,151

NATURALLYSPEAKING

Application(s) for Registration (each owned by Lernout & Hauspie Speech Products N.V.):

Bolivia, Application No. SM-3990

Brazil, Application No. 823262685

Guatemala, Application No. 2000-10162

Peru, Application No. 113384

NOTHING BUT SPEECH (NBS)***

Application(s) for Registration:

United States of America, Application No. 75/720,412

Registration(s):

None

POINT & SPEAK

Application(s) for Registration:

None

Registration(s):

United States of America, Serial No. 2,347,215

SAY WHAT YOU SEE*

Application(s) for Registration:

None

Registration(s):

United States of America, Serial No. 2,253,907

SELECT-AND-SAY

Application(s) for Registration:

None

Registration(s):

United States of America, Serial No. 2,440,109

[The parties shall agree upon the trademarks or service marks (collectively, "trademarks"), if any, that will be included in this asset group. The trademarks that may be included must either (1) be trademarks that Sellers have used, are

NYL# 110467635

using, or intend to use in connection with goods or services associated with this asset group, or (2) be trademarks that Sellers have registered or sought to register for use in connection with goods or services associated with this asset group.]

D2. Domain Names

[REDACTED]

E. Licenses In

[REDACTED]

F. Obligations

[REDACTED]

NYU# 310467636