

BR BROWN
FG RUDNICK
FREED &
GESMER

06-04-1998



100728261

HOWARD G. ZAHAROFF

DIRECT DIAL: (617) 856-8350
INTERNET E-MAIL: hzaharoff@brfg.com

CERTIFICATE OF MAILING

Express Mail No.:EH314398890US

I hereby certify that this correspondence is addressed to the Assistant Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231 and is being deposited with the U.S. Postal Service as express mail post office to addressee on June 1, 1998.

Date

Howard G. Zaharoff

June 1, 1998

EXPRESS MAIL NO.: EH314398890US

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

RE: Recordation Cover Sheet

Dear Sir/Madam:

Enclosed please find a Trademark Assignment reflecting the change of ownership of the below-referenced trademarks. Please record this change.

Submission Type:	New
Conveyance Type:	Assignment
Date of Execution:	April 23, 1998
Conveying Party	
Name:	Inso Corporation
Entity:	Delaware Corporation
Receiving Party	
Name:	Lernout & Hauspie Speech Products, N.V.
Address:	Sint-Krispijnstraat 7 8900 Ieper, Belgium
Entity:	Belgian Corporation
Domestic Representative	
Name:	Brown, Rudnick, Freed & Gesmer
Address:	One Financial Center Boston, MA 02111

100728261
06/03/1998
1735
0503

TRADEMARK
REEL: 1735 FRAME: 0503

00000223 1487231
06/03/1998 T10M11
01 FC:461
02 FC:482
40.00 OP
200.00 OP



Commissioner of Patents and Trademarks

June 1, 1998

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Correspondent

Name: Howard G. Zaharoff
Address: Brown, Rudnick, Freed & Gesmer
One Financial Center
Boston, MA 02111
Phone: (617)492-6211

Pages of Conveyance Document: 4

Trademarks

Application Numbers: 75/219774
75/264584
75/344938
75/359949
Registration Numbers: 1487231
2078984
2116774
1908265
1980099

Number of Properties: 9

Fee Amount: \$240

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.

Date

Howard G. Zaharoff

Also enclosed is a duplicate of this letter and a self-addressed, stamped envelope. Please indicate receipt of this letter on the enclosure and return it to me in the envelope provided.

Thank you for your assistance. If you have any questions concerning this matter, please feel free to call me at (617) 856-8200.

Very truly yours,

BROWN, RUDNICK, FREED & GESMER, P.C.

By:

Howard G. Zaharoff

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT ("Assignment") dated this 23rd day of April, 1998, by Inso Corporation, a Delaware corporation ("Assignor") to Lernout & Hauspie Speech Products N.V., a Belgian corporation ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated March 31, 1998 (the "Agreement"), under which Assignor agreed to sell, and Assignee agreed to purchase, certain assets used by Assignor and its wholly-owned subsidiaries, Inso Florida Corporation and Inso Dallas Corporation, in the development, marketing, licensing and sale of certain linguistic software products (the "Business"); and

WHEREAS, included among the assets to be purchased by Assignee are those registered trademarks listed on Exhibit A attached hereto, the unregistered trademarks listed on Exhibit B attached hereto, and all the unregistered or common law trademarks, service marks, trade names and logos used by Assignor exclusively in connection with the Business (collectively the "Marks"); and

WHEREAS, Assignor is this date purchasing the Business as a going concern subject to and in accordance with the terms of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby agrees as follows:

1. DEFINITIONS. All terms not otherwise defined in this Assignment shall have the same respective meanings ascribed to them in the Agreement.

2. ASSIGNMENT. Assignor hereby grants, transfers, assigns, conveys and relinquishes exclusively to Assignee, its successors and assigns forever, the entire title, right, interest, ownership and all subsidiary rights in and to the Marks, together with the good will of the Business symbolized by said Marks and registrations thereof, including, but not limited to, the following:

- (a) the right to sue and recover for any past infringements of the Marks;
- (b) the right to secure registrations therein in Assignee's own name and to secure renewals and extension of the registrations and applications for registrations in the United States of America or any other country; and

(c) the right to determine, in Assignee's sole discretion whether or not any registrations or applications for registration of the Marks shall be preserved and maintained or registered.

IN WITNESS WHEREOF, the Assignee and Assignor have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

INSO CORPORATION

By: Bruce G. Hill
Name: Bruce G. Hill
Title: Secretary

LERNOUT & HAUSPIE SPEECH PRODUCTS N.V.

By: [Signature]
Name:
Title:

Commonwealth of Massachusetts)
County of Suffolk) ss.

Before me personally appeared the above named Bruce G. Hill,
Secretary of Inso Corporation, personally known to me and by me
personally known to be the person who executed the above instrument, who, being duly
sworn, acknowledged the foregoing instrument to be his free act and deed, this 23rd day
of April, 1998.

Camela A. Finaw
Notary Public

My Commission Expires: 4/28/2002

EXHIBIT A

REGISTERED TRADEMARKS

Trademark	Country	Registration
CorrecText	Japan	2456109
CorrecText	US	1487231
CyberSpell (logo)	US	2078984
CyberSpell	US	2116774
Intellifinder	US	1908265
Intelliscope	US	1980099

EXHIBIT B

UNREGISTERED TRADEMARKS

Trademark	Country	Registration	Application
BizWords	US	Allowed - Intent to use	75/219774
CleanSpeak	US	Published	75/264584
Intelliscop	US	Not registered	75/344938
Native English	US	Not registered	75/359949
Native English	CTM	Not registered	
Native English	Norway	Not registered	
Native English	Switzerland	Not registered	