

10-28-1998

Docket No.:

1585/225



100861776

Tab settings

To the Honorable Commissioner of Patent

and the attached original documents or copy thereof.

1. Name of conveying party(ies):

Novell, Inc.

MRO
10-16-98

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

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

3. Nature of conveyance:

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

Execution Date: May 31, 1998

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

Name: Lernout & Hauspie Speech Products N.V.

Internal Address: _____

Street Address: Sint-Krispijnstraat 7, 8900, Belgium

City: _____ State: _____ ZIP: _____

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,723,487

Additional numbers

Yes No

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

Name: Lisa M. Tittlemore

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. Total fee (37 CFR 3.41):.....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-4972

10/27/1998 TTOM11 00000154 1723487

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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.

Lisa M. Tittlemore

October 13, 1998

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

5

DOMESTIC DESIGNATION

The undersigned:

Lernout & Hauspie Speech Products N.V.
Sint-Krispijnstraat 7
8900 Ieper,
BELGIUM

hereby designates:

Lee Carl Bromberg
Bruce D. Sunstein
Kerry L. Timbers
Robert M. Asher
Julia Huston
Erik P. Belt

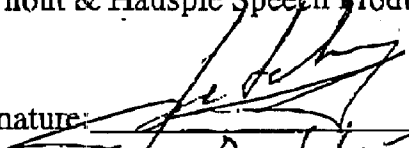
Lisa M. Tittlemore
Jennifer G. Cramer
A. Damien Puller
Theodore E. MacVeagh
Tena Z. Robinson
R.J. Sims Preston

who are members of the law firm:

BROMBERG & SUNSTEIN LLP
125 Summer Street
Boston, Massachusetts 02110-1618
United States of America

as its domestic representatives to receive notices and process issued with respect to Trademark Registration No. 1,723,487.

Lernout & Hauspie Speech Products N.V..

Signature: 

Name:

Title:

De Schryver Patrick
Senior Vice President

Dated: 6/18/98

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is entered into as of May 31, 1998, by and between Novell, Inc. and Lernout & Hauspie Speech Products N.V. a Belgian corporation ("L&H").

RECITALS

WHEREAS, Novell and L&H are parties to a certain Agreement for Purchase and Sale of Assets dated March 31, 1998 (the "Purchase Agreement"), providing for the purchase by L&H of substantially all of the assets of Novell's Advanced Technology Division (the "Linguistics Division"); and

WHEREAS, in furtherance of the purpose and subject to the terms and conditions of the Purchase Agreement, Novell and L&H desire that the Acquired Marks (as defined in Section 1.14 of the Purchase Agreement) be assigned by Novell to L&H in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, promises and undertakings hereinafter set forth, Novell and L&H hereby agree as follows:

AGREEMENT

1. DEFINITIONS. Terms in this Agreement which are capitalized have the meanings set forth in this Agreement or, if not defined herein, shall have the meanings set forth in the Purchase Agreement. All references to Sections or Exhibits in this Agreement, unless expressly herein stated otherwise, are to Sections of and Exhibits attached to this Agreement.

2. ASSIGNMENT.

2.1 Assignment of Trademarks. Subject to the terms and conditions of the Purchase Agreement, Novell hereby grants, transfers, assigns, conveys and relinquishes exclusively to L&H, its successors and assigns forever, Novell's entire title, right, interest, ownership in and to the Acquired Marks identified in Schedule 1.14 of the Purchase Agreement and listed on Exhibit A attached hereto, together with the good will of the business symbolized by the Acquired Marks and the registration obtained, including, but not limited to, the following:

2.1.1 the right to sue and recover for any past infringements of the Acquired Marks; and

2.1.2 the right to secure registrations therein in L&H's own name and to secure renewals and extensions of the registrations and applications for registrations in the United States of America or any other country.

2.2 Further Conveyance Assurances. Novell agrees, upon request by L&H, to execute and deliver such further conveyance instruments and take such further actions (including, but not

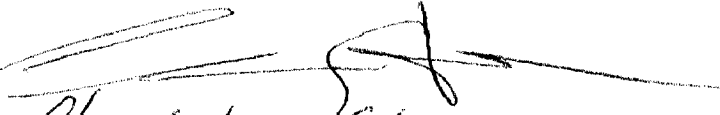
limited to, providing reasonable assistance to L&H should L&H seek to enforce its rights in the Marks conveyed in this agreement against third parties) as may be necessary or desirable to evidence more fully the transfer of rights conveyed herein.

3. DELIVERY. On or before April 20, 1998, Novell shall deliver to L&H complete files regarding the registered Acquired Marks, including all registrations and applications for registrations thereof and copies of all documents and correspondence relating thereto. L&H acknowledges that Novell will retain copies of all files and documents delivered to L&H hereunder.

4. GENERAL PROVISIONS. This Agreement shall be binding upon L&H and Novell and upon their respective agents, representatives, successors, and assigns. This Agreement may not be changed in any way except by a written instrument signed by both parties. If any provision is declared void or otherwise unenforceable, the remaining provisions shall not be affected thereby, and this Agreement shall remain in force to the extent permitted by law.

IN WITNESS WHEREOF, the L&H and Novell have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

NOVELL, INC.

By: 
Name: Christopher Stone
Title: SVP

LERNOUT & HAUSPIE SPEECH PRODUCTS N.V.

By: 
Name: De Schrijver Patrick
Title: Senior Vice President

