

06-18-1999



101069632

FORM COVER SHEET

ARMS ONLY JUN 15

Docket No.:

6281/36

Tab settings → → →

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

NEW 6-15-99

1. Name of conveying party(ies):

**Fonix/ASI Corporation**  
1225 Eagle Gate Tower  
60 East South Temple Steet  
Salt Lake City, Utah 84111

- Individual(s)
- General Partnership
- Corporation-State Utah
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: April 22, 1999

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

Name: Lernout & Hauspie Speech Products, N.V

Internal Address: \_\_\_\_\_

Street Address: Flanders Language Valley 50, B-8900

City: Ieper, BELGIUM State: \_\_\_\_\_ ZIP: \_\_\_\_\_

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Ieper, Belgium
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

{ 1,619,633 }    { 1,934,006 }    { 1,682,336 }  
 { 2,049,435 }    { 1,759,102 }  
 { 1,917,195 }    { 1,583,391 }

Additional numbers  Yes  No

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

Name: David D. Lowry, Esq.

Internal Address: Box IP, 18th Floor

Street Address: Brown, Rudnick, Freed & Gesmer, PC

One Financial Center

City: Boston State: MA ZIP: 02111

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:

50-0369

06/17/1999 DNGUYEN 00000262 1619633

DO NOT USE THIS SPACE

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

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.

David D. Lowry (38,538)

Name of Person Signing

Signature

June 15, 1999

Date

Total number of pages including cover sheet, attachments, and

14

TRADEMARK

## TRADEMARK SECURITY AGREEMENT

AGREEMENT dated as of April 22, 1999 made by FONIX/ASI CORPORATION, a Utah corporation with its chief executive office at 1225 Eagle Gate Tower, 60 East South Temple Street, Salt Lake City, Utah 84111 and a place of business at 600 West Cummings Park, Suite 4500, Woburn, Massachusetts 01801, its successors, assigns and other legal representatives ("Borrower"), in favor of LERNOUT & HAUSPIE SPEECH PRODUCTS N.V., a Belgian corporation with a place of business at Flanders Language Valley 50, B-8900, Ieper, Belgium, and its successors, assigns, and other legal representatives ("Secured Party").

### W I T N E S S E T H:

WHEREAS, Borrower and Secured Party are parties to a Loan Agreement, dated as of April 22, 1999 (the "Loan Agreement"), and certain supplements, agreements and instruments entered into pursuant thereto or in connection therewith, as may be amended, modified or supplemented from time to time (collectively, with the Loan Agreement, the "Loan Documents"), pursuant to which Secured Party will make a certain loan to Borrower; and

WHEREAS, Secured Party's willingness to enter into the Loan Documents and make the loan and credit accommodations available thereunder is subject to the condition, among others, that Borrower execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in addition to, and not in limitation of, any rights of the Secured Party under the Loan Documents, Borrower hereby agrees for the benefit of Secured Party as follows:

#### 1. DEFINITIONS.

1.1 All capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Loan Documents. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Security Agreement referred to below:

"Agreement" shall mean this Trademark Security Agreement, as it may be amended or supplemented from time to time.

"Proceeds" shall mean any consideration received from the sale, exchange, license, lease or other transfer or disposition of any right, interest, asset or property which constitutes Trademark Collateral, any value received as a consequence of the ownership, possession, or use of any Trademark Collateral, and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes Trademark Collateral.

“PTO” shall mean the United States Patent and Trademark Office.

“Trademarks” shall mean all of the trademarks, trademark applications, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and/or other source and/or product or service identifiers, and general intangibles of like nature, used or associated with or appurtenant to the products, services and business of the Borrower, which (i) are set forth on Schedule A attached hereto, or (ii) have been adopted, acquired, owned, held or used by the Borrower and are now owned, held or used by the Borrower, in the Borrower's business, or with the Borrower's products and services, or in which the Borrower has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and/or used by the Borrower in the Borrower's business or with the Borrower's products and services, or in which the Borrower in the future acquires any right, title or interest.

“Trademark Collateral” shall mean all of the Borrower's right, title and interest (to the extent Borrower has any such right, title or interest) in and to all of the Trademarks, the Trademark Registrations, the Trademark Rights, and all additions, improvements and accessions to, substitutions for, replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing. The parties acknowledge and agree that Trademarks and Trademark Rights owned by third parties and licensed to the Borrower, including Trademarks and Trademark Rights in products or components owned by third parties and integrated into the Borrower's products under a license agreement, shall be encumbered under this Agreement only to the extent of the Borrower's license rights therein.

“Trademark Registrations” shall mean all past, present or future federal, state, local and foreign registrations of the Trademarks (and all renewals and extensions of such registrations), all past, present and future applications for any such registrations of the Trademarks (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Borrower or the Secured Party, and to take any and all actions necessary or appropriate to maintain such registrations in effect and/or renew and extend such registrations.

“Trademark Rights” shall mean any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including but not limited to the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Borrower or the Secured Party for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury.

"Use" of any Trademark shall include all uses of such Trademark by, for or in connection with the Borrower or its business, products and/or services or for the direct or indirect benefit of the Borrower or its business, products and/or services, including but not limited to all such uses by the Borrower itself, by any of the affiliates of the Borrower, or by any licensee or contractor of the Borrower.

1.2. UCC Terms. Unless otherwise defined herein or in the Loan Agreement, terms used in Article 9 of the Uniform Commercial Code of the Commonwealth of Massachusetts are used herein as therein defined.

1.3. Rules of Interpretation. All definitions (whether set forth herein or by reference) shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" or the phrase "but not limited to." All reference herein to Sections, Exhibits and Schedules shall be deemed references to Sections of and Exhibits and Schedules to this Agreement unless the context otherwise requires.

## 2. GRANT OF SECURITY.

2.1 Grant of Security Interest. As collateral security for the complete and timely payment, performance and satisfaction of all Obligations (as defined in the Security Agreement from Borrower to Secured Party dated April 22, 1999), the Borrower hereby unconditionally grants to the Secured Party a continuing security interest in and first priority lien on the Trademark Collateral, and pledges, mortgages and hypothecates the Trademark Collateral to the Secured Party.

2.2 Supplemental to Loan Documents. The parties expressly acknowledge and agree that the Borrower has executed and delivered the Loan Documents pursuant to which the Borrower unconditionally granted to the Secured Party, a continuing security interest in and first priority lien on the Collateral (including the Trademark Collateral). In no event shall this Security Agreement, or the recordation of this Security Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Loan Documents, the security interest of the Secured Party in the Collateral (including the Trademark Collateral) pursuant to the Loan Documents, the attachment and perfection of such security interest under the Code, or the present or future rights and interests of the Secured Party in and to the Collateral under or in connection with the Loan Documents, this Security Agreement and/or the Code. Any and all rights and interests of the Secured Party in and to the Trademark Collateral (and any and all obligations of the Borrower with respect to the Trademark Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Secured Party (and the obligations of the Borrower) in, to or with respect to the Collateral (including the Trademark Collateral) provided in or arising under or in connection with the other Loan Documents.

3. REPRESENTATIONS AND WARRANTIES. The Borrower represents and warrants to, and covenants and agrees with, Secured Party, as follows:

3.1 Title. Except as set forth in the Loan Agreement or in this Agreement, the Borrower is and will continue to be the sole and exclusive owner of the entire legal and beneficial right, title and interest in and to the Trademark Collateral and Trademarks, free and clear of any lien, charge, security interest or other encumbrance, except for the security interest and conditional assignment created by this Agreement, and the Loan Agreement, and except for liens and encumbrances explicitly permitted pursuant to the Loan Agreement. The Borrower will defend its right, title and interests in and to the Trademarks and the Trademark Collateral against claims of any third parties.

3.2 Maintenance of Trademark Collateral. The Borrower shall take such actions (including but not limited to institution and maintenance of suits, proceedings or actions) as are necessary and appropriate to maintain, protect, preserve, care properly for and enforce the Trademarks and the Trademark Registrations, Trademark Rights and to preserve the Borrower's rights in the Trademarks. Without limiting the generality of the foregoing, the Borrower shall pay when due such fees, taxes and other expenses which shall be incurred or which shall accrue with respect to any of the Collateral. The Borrower shall not abandon or dedicate to the public any of the Trademarks or related Trademark Rights, nor do any act nor omit to do any act if such act or omission is of a character that tends to cause or contribute to the abandonment or dedication to the public of any Trademark or related Trademark Right or loss of or adverse effect on any rights in any Trademark or related Trademark Right.

3.3 No Conflicting Agreements. The Borrower shall not take any actions or enter into any agreements, including but not limited to any actions or agreements for the assignment, sale, transfer, license, disposition, grant of any interest in or encumbrance of any of the Trademark Collateral, which are inconsistent with or would or might impair in any way the Borrower's representations, warranties and covenants herein, without the prior written consent of the Secured Party (which consent can be granted or withheld in the Secured Party's sole discretion); provided, however, that, notwithstanding any other provision of this Agreement, so long as no Event of Default shall have occurred and be continuing, or (notwithstanding an Event of Default) if the Borrower obtains prior written consent from the Secured Party, which consent may be granted or withheld in the Secured Party's sole discretion, the Borrower may license or otherwise transfer the Trademark Collateral in any lawful manner that is in the ordinary course of its business and is not inconsistent with the provisions of this Agreement, and the Loan Agreement. Without limiting the generality of the foregoing, the Borrower shall not permit the inclusion in any agreement to which it becomes a party of any provision which could or might in any way impair or prevent the creation of a security interest in or the conditional assignment of the Borrower's rights and interests in any property of material value covered by such agreement which is included within the definition of Trademark Collateral.

3.4 Manner of Use of Trademarks. The Borrower shall continue to use the Trademarks in its business in the same or similar manner as it has in the past, for registered Trademarks shall continue to use each Trademark in each jurisdiction of registration (and in interstate commerce for federally registered Trademarks in each and every class of goods or services for which it is registered), and in general shall continue to use the Trademarks in each and every class of goods and services applicable to the Borrower's current use of the Trademarks in its business as reflected in its current catalogs, brochures, advertising and price lists, all in order to maintain the Trademarks in full force, free from any claim or risk of abandonment for non-use.

3.5 Trademark Symbols and Notices; No Abandonment. The Borrower has in the past used, and shall in the future use, the Trademarks with the statutory and other appropriate symbols, notices or legends of the registrations and ownership thereof consistent with customary practice or as deemed necessary or appropriate by the Borrower in its reasonable judgment. The Borrower shall not abandon any of the Trademarks, Trademark Registrations or Trademark Rights, nor do any act nor omit to do any act if such act or omission is of a character that tends to cause or contribute to the abandonment of any Trademark, Trademark Registration or Trademark Right or loss of or adverse effect on any rights in any Trademark, Trademark Registration or Trademark Right. Prohibited acts of the Borrower shall include but not be limited to "assignments in gross" of any Trademark or the license of any Trademark without both appropriate contractual use and quality control provisions and proper monitoring, supervision and enforcement by the Borrower of the quality of the licensed goods or services. The Borrower shall take all necessary and appropriate actions to insure that none of the Trademarks shall become generic or merely descriptive.

3.6 No Infringements. To the best of the Borrower's knowledge and belief, there is at present no material infringement or unauthorized or improper use of the Trademarks or the Trademark Registrations or the Trademark Rights related thereto. In the event any such infringement or unauthorized or improper use by any third party has been made and/or reasonably established by the Borrower, the Borrower shall promptly notify the Secured Party and shall have the right to sue and recover therefor and to retain any and all damage so recovered or obtained.

3.7 Filing for Perfection of Interest. Secured Party shall cause this Security Agreement to be recorded with the PTO and appropriate state agencies.

#### 4. RIGHTS OF AND LIMITATIONS ON SECURED PARTY.

4.1 Borrower to Remain Liable. It is expressly agreed by Borrower that Borrower shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it relating to the Trademark Collateral. Secured Party shall not have any obligation or liability under or in relation to the Trademark Collateral by reason of, or arising out of, this Security Agreement and Secured Party's rights hereunder, or the assignment by Borrower to Secured Party of, or the receipt by Secured Party of, any payment relating to any

Trademark Rights, nor shall Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of Borrower relating to the Trademark Collateral or be liable to any party on account of Borrower's use of the Trademark Collateral.

4.2 Specific Enforcement. Due to the unique nature of the Trademark Collateral, and in order to preserve its value, the Borrower agrees that the Borrower's agreements, duties and obligations under this Security Agreement shall be subject to specific enforcement and other appropriate equitable orders and remedies.

5. REMEDIES UPON AN EVENT OF DEFAULT.

During the continuance of an Event of Default:

(a) Secured Party may declare all Obligations secured hereby immediately due and payable and shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as now in effect in the Commonwealth of Massachusetts or under other applicable law.

(b) Secured Party may notify any obligors with respect to the Trademark Collateral of Secured Party's security interest and that such obligors are to make payments directly to Secured Party. Secured Party may send this notice in Borrower's name or in Secured Party's name, and at Secured Party's request Borrower will join in Secured Party's notice, provide written confirmation of Secured Party's security interest and request that payment be sent to Secured Party. Secured Party may enforce this obligation by specific performance. Secured Party may collect all amounts due from such obligors. Upon and after notification by Secured Party to Borrower, Borrower shall hold any proceeds and collections of any of the Trademark Collateral in trust for Secured Party and shall not commingle such proceeds or collections with any other of Borrower's funds, and Borrower shall deliver all such proceeds to Secured Party immediately upon Borrower's receipt thereof in the identical form received and duly endorsed or assigned to Secured Party.

(c) Secured Party will give to the Borrower reasonable notice of the time and place of any public sale of Trademark Collateral, or part thereof, or of the time after which any private sale or other intended disposition thereof is to be made. Such requirement of reasonable notice shall be met if such notice is delivered to the address of the Borrower set forth in this Agreement at least fifteen (15) calendar days before the time of the proposed sale or disposition. Any such sale may take place from Borrower's location or such other location as Secured Party may designate. Borrower shall remain liable for any deficiency in payment of the Obligations after any such sale.

6. LIABILITIES.

Liability for Uses of Trademark Collateral. The Borrower shall be liable for any and all uses or misuses of any of the Trademark Collateral by itself and its affiliates and for any failure

to take reasonable measures to avoid and prevent the improper use or sale (or other transfer or disposition) of the Trademark Collateral by any other party, any failure to use the Trademarks in accordance with this Agreement, or any other claim, suit, loss, damage, expense or liability of any kind or nature (except those resulting from any action or inaction of the Secured Party in the form of gross negligence or willful misconduct) arising out of or in connection with the Trademark Collateral or the production, marketing, delivery, sale, license or other transfer or disposition of the goods and services provided under or in connection with or which use, embody or incorporate any of the Trademarks or other Trademark Collateral. The Borrower shall also be exclusively liable for any claim, suit, loss, damage, expense or liability arising out of or in connection with the fault, negligence, acts or omissions of the Borrower. This Section 6 is for the purpose of establishing and allocating, as between the Borrower and the Secured Party, certain liabilities; it is not intended to create any affirmative obligations of the Borrower to the Secured Party other than those set forth elsewhere in this Agreement, and the Loan Agreement.

7. POWER OF ATTORNEY. The provisions of this Section 7 shall be subject in all events to the terms and conditions of the Loan Agreement.

7.1. Grant. The Borrower hereby grants to the Secured Party, and any officer or agent of the Secured Party as the Secured Party may designate in its sole discretion, a power of attorney, thereby constituting and appointing the Secured Party (and the Secured Party's designee) its true and lawful attorney-in-law and attorney-in-fact, effective upon the occurrence and during the continuation of an Event of Default, for the purpose of assigning, selling, licensing or otherwise transferring or disposing of all right, title and interest of the Borrower in and to any of the Trademark Collateral in accordance with the terms hereof. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

7.2. Irrevocable. The foregoing power of attorney is coupled with an interest and is irrevocable until this Agreement shall terminate (which termination shall occur concurrently with the termination of all Obligations under the Loan Agreement).

7.3 Release. The Borrower hereby releases Secured Party from any claims, causes of action and demands at any time arising out of or in connection with any actions taken or omitted to be taken by Secured Party under the power of attorney granted herein (except for the gross negligence or willful misconduct of Secured Party).

## 8. GENERAL PROVISIONS.

8.1 Loan Agreement Controls. This Security Agreement is supplemental to the Loan Agreement, the terms of which, including, without limitation, the notice and governing law provisions, the waiver of jury trial provision, consent to service of process and jurisdiction and prohibition on non-written waivers, the Borrower expressly accepts, confirms and acknowledges are incorporated herein by reference. In the event of any irreconcilable conflict between the provisions of this Security Agreement and the Loan Agreement the provisions of the Loan Agreement shall control.



8.2 Specific Enforcement. Due to the unique nature of the Trademark Collateral, and in order to preserve its value, the Borrower agrees that the Borrower's agreements, duties and obligations under this Security Agreement shall be subject to specific enforcement and other appropriate equitable orders and remedies.

8.3 Severability. In the event any term or provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable to any extent or in any respect, or otherwise determined to be of no effect, in any jurisdiction, such invalidity, illegality, unenforceability or determination shall affect only such term or provision, or part thereof, in only such jurisdiction. The parties agree they will negotiate in good faith to replace any provision so held invalid, illegal or unenforceable, or so determined, with a valid, enforceable and effective provision which is as similar as possible in substance and effect to the provision which is invalid, illegal, unenforceable or of no effect.

8.4 Governing Law: Jurisdiction. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts (other than its laws relating to conflict of laws).

8.5 Waiver of Jury Trial. The Borrower irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to the Agreement or the transaction contemplated hereby.

IN WITNESS WHEREOF, Borrower has caused this Security Agreement to be executed by its duly authorized officer as of the date first written above.

WITNESS:

FONIX/ASI CORPORATION

By:

\_\_\_\_\_  
Thomas A. Murdock  
President

STATE:  
COUNTY:

April \_\_, 1999

Then personally appeared the above-named Thomas A. Murdock and stated that he is a duly authorized President of Fonix/ASI Corporation (the "Corporation") and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of said Corporation, before me.

---

Notary Public  
My Commission Expires:

similar as possible in substance and effect to the provision which is invalid, illegal, unenforceable or of no effect.

8.4 Governing Law: Jurisdiction. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts (other than its laws relating to conflict of laws).

8.5 Waiver of Jury Trial. The Borrower irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to the Agreement or the transaction contemplated hereby.

IN WITNESS WHEREOF, Borrower has caused this Security Agreement to be executed by its duly authorized officer as of the date first written above.

WITNESS:

FONIX/ASI CORPORATION

Giovanna M. Mattei

By:

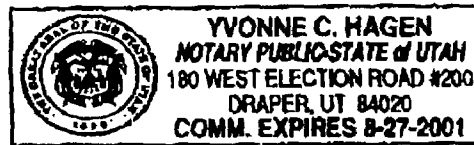
Thomas A. Murdock  
Thomas A. Murdock  
President

STATE: UTAH  
COUNTY: SALT LAKE

April 22, 1999

Then personally appeared the above-named Thomas A. Murdock and stated that he is a duly authorized President of Fonix/ASI Corporation (the "Corporation") and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of said Corporation, before me.

*Yvonne C. Hagen*  
Notary Public  
My Commission Expires: 8-27-01



Trademark Security Agreement  
Execution Copy

SCHEDULE A TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

TRADEMARKS, TRADEMARK REGISTRATION,  
SERVICE MARKS

See Attached.

#805630 v4 - LUSTIGTD - h9mm04I.DOC - 16281/1

## Schedule of Trademark Property

326935.B11

Mark	Country	Status	Registration No.	Application No.
ASI Logo	United States	Registered	1,619,633	74-016,058
ASI Logo	France	Registered	1,626,166	242099
ASI Logo	United Kingdom	Abandoned	1,443,821	1443821
LANGUAGE MAKER	France	Registered	1,626,167	242100
LANGUAGE MAKER	United Kingdom	Expired	B1446595	1446595
LANGUAGE MAKER	United States	Cancelled	1,625,774	74-029,642
POWERCARE	United States	Registered	2,049,435	74-521,995
POWERDICTATE	United States	Abandoned		74-421,417
POWERLAW*	United States	Abandoned		74,521,997
POWER-SECRETARY	United States	Registered	1,917,195	74-417,636
POWERSCRIBE	United States	Registered	1,934,006	74-479,689
VOICE IMPACT	United States	Registered	1,759,102	74-167,277
VOICE NAVIGATOR	United States	Registered	1,583,391	73-761,377
VOICE NAVIGATOR	France	Registered	1,626,168	242101
VOICE NAVIGATOR	United Kingdom	Abandoned	1443822	1,443,822
VOICEWAVES	United States	Cancelled	1,682,336	74-008,993
LISTENING TO THE WAY YOU WORK	United States	Abandoned		74-191,807
LISTENING TO THE WAY YOU WORK	United States	Abandoned		74-016,115
MAC DICTATE	United States	Abandoned		74-215,107
POWER-NAVIGATOR	United States	Abandoned		74-422,492
VOICE DICTATE	United States	Abandoned		74-215,105
VOICE WINDOWS	United States	Abandoned		74-215,106

Articulate Systems, Inc. has received correspondence from a third party claiming prior use of this mark.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

DESIGNATION OF DOMESTIC REPRESENTATIVE

Name of Applicant: Lernout & Hauspie Speech Products, N.V.  
Serial No., if Any: N/A  
Address of Applicant: Flanders Language Valley 50, B-8900  
Ieper, BELGIUM

Docket No.  
16281/36

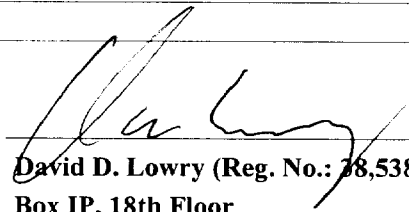
Trademark: 1,619,633 2,049,435 1,917,195 1,934,006 1,759,102 1,583,391 1,682,336

TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS

The above-identified Applicant hereby designates the following as Domestic Representative upon whom notice or process in proceedings affecting the above-identified trademark may be served:

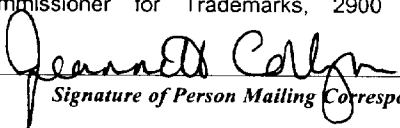
Name of Domestic Representative: Gaston Bastiaens  
Postal Address: President and Chief Executive Officer  
Lernout & Hauspie Speech Products USA, Inc.  
52 Third Avenue  
Burlington, MA 01801

Dated: June 15, 1999

By:   
David D. Lowry (Reg. No.: 38,538)  
Box IP, 18th Floor  
Brown, Rudnick, Freed & Gesmer, P.C.  
One Financial Center  
Boston, MA 02111  
Tel: 1-617-856-8399

Certificate of Mailing by Express Mail

Certificate of Mailing by First Class Mail

I certify that this document and fee is being deposited on June 15, 1999 with the U.S. Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive,  Signature of Person Mailing Correspondence  
Jeannette Collymore  
Typed or Printed Name of Person Mailing Correspondence  
EE633278972  
"Express Mail" Mailing Label Number

I certify that this document and fee is being deposited on \_\_\_\_\_ with the U.S. Postal Service as first class mail under 37 C.F.R. 1.8 and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513.  
\_\_\_\_\_  
Signature of Person Mailing Correspondence  
\_\_\_\_\_  
Typed or Printed Name of Person Mailing Correspondence