

02-27-2002



Form PTCL-1504  
(Rev. 03/01)  
OMB No. 0681-0127 (exp. 5/31/2002)  
Tab settings

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**TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

over

1. Name of conveying party(ies):  
**Lernout & Hauspie Speech Products, N.V.**

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

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: **December 27, 2001**

2. Name and address of receiving party(ies)

Name: **Vantage Technology Holdings, Internal LLC**  
Address:

Street Address: **113 Floral Vale Blvd.**  
City: **Yardley** State: **Pa.** Zip: **19067**

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Refer to Schedule A - Trademarks (attached)

Additional number(s) attached  Yes  No

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

Name: **David I. Faust, Esq.**

Internal Address: **Faust Rabbach & Oppenheim, LLP**

Street Address: **488 Madison Avenue**

City: **New York** State: **NY** Zip: **10022**

6. Total number of applications and registrations involved: **1**

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

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 I. Faust**  
Name of Person Signing

Signature

**February 20, 2002**  
Date

Total number of pages including cover sheet, attachments, and enclosures: **1**

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

02/28/2002 6TON11 00000033 1487231

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

Mar. 29 2001 01:49PM P1

PHONE NO. :

TRADEMARK  
REEL: 002449 FRAME: 0970

FROM :

SCHEDULE A – TRADEMARKS

**BIZWORDS**

Application(s) for Registration:

None

Registration(s):

None

**CLEANSPEAK**

Application(s) for Registration:

None

Registration(s):

None

**CORRECTEXT**

Application(s) for Registration:

None

Registration(s):

United States of America, Serial No. 1,487,231

Japan, Serial No. 2,456,108

**CORRECTENGLISH**

Application(s) for Registration:

None

Registration(s):

None

**CORRECTSPELL**

Application(s) for Registration:

None

Registration(s):

None

**PROOFREADER**

**Application(s) for Registration:**

None

**Registration(s):**

None

**COCEPTNET**

**Application(s) for Registration:**

None

**Registration(s):**

None

**CYBER SPELL (plus design)**

**Application(s) for Registration:**

None

**Registration(s):**

United States of America, Serial No. 2,078,984

**CYBERSPELL**

**Application(s) for Registration:**

None

**Registration(s):**

United States of America, Serial No. 2,116,774

**EYEBALLS, LIPS & EARS**

**Application(s) for Registration:**

Benelux, Filing No. 978452

**Registration(s):**

None

**GRAMMATIK**

**Application(s) for Registration:**

None

**Registration(s):**

United States of America, Serial No. 1,723,487

**INSO SEARCH WIZARD**

**Application(s) for Registration:**

None

**Registration(s):**

None

**INTELLIFINDER**

**Application(s) for Registration:**

None

**Registration(s):**

United States of America, Serial No. 1,908,265

**INTELLISCOPE**

**Application(s) for Registration:**

None

**Registration(s):**

United States of America, Serial No. 1,980,099 and 2,195,662

**THE MAGNET THAT FINDS THE NEEDLE IN THE HAYSTACK**

**Application(s) for Registration:**

Benelux, Application No. 978443

**Registration(s):**

None

**IKM**

**Application(s) for Registration:**

None

**Registration(s):**

None

**IKM-ANALYTICS**

**Application(s) for Registration:**

None

**Registration(s):**

None

**IKM-ANSWERS**

**Application(s) for Registration:**

None

**Registration(s):**

None

**IKM-CUSTOMIZATION**

**Application(s) for Registration:**

None

**Registration(s):**

None

**KNEXYS**

**Application(s) for Registration:**

Benelux, Filing No. 088981

**Registration(s):**

None

**KNEXYS (plus Design)**

**Application(s) for Registration:**

Benelux, Filing No. 0088897

**Registration(s):**

None

**KNEXYT**

**Application(s) for Registration:**

None

**Registration(s):**

None

TRADEMARK AND SERVICE MARK  
ASSIGNMENT AGREEMENT

THIS TRADEMARK AND SERVICE MARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of the 27<sup>th</sup> day of December, 2001, is entered into by and among, on the one hand, Lernout & Hauspie Speech Products N.V., a corporation organized and existing under the laws of the Kingdom of Belgium ("L&H") and L&H Holdings USA, Inc., a Delaware corporation (and a wholly-owned subsidiary of L&H) ("Holdings"), and the other corporations listed on Annex A to the Asset Purchase Agreement dated December 11, 2001 (the "Purchase Agreement") (L&H, Holdings and the other corporations listed on Annex A to the Purchase Agreement are each individually referred to herein as "Assignor" and, collectively, as "Assignors"), and, on the other hand, Vantage Technology Holdings, a Pennsylvania limited liability company ("Assignee"), and is made and delivered pursuant to, and subject to, the terms of the Purchase Agreement.

WHEREAS, each applicable Assignor is the owner of certain right, title or interest in and to the trademarks or service marks listed on Schedule A, hereto (collectively, the "Trademarks");

WHEREAS, Assignee is the successor in interest to the portion of the Assignors' businesses referred to in the Purchase Agreement as the "Acquired Business"; and

WHEREAS, Assignee is desirous of acquiring the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Assignor does hereby assign, sell and transfer unto Assignee, and Assignee's lawful successors and assigns, any and all of such Assignor's right, title and interest in and to the Trademarks, together with (a) the registrations of, and registration applications for, such Trademarks, (b) the goodwill of the business associated with and symbolized by the Trademarks, and (c) the right to sue and recover for, and the right to profits or damages due, accrued or arising out of, or in connection with, any and all past, present or future infringement or dilution of, or damage or injury to, such Trademarks, or to the registrations thereof or the associated goodwill;

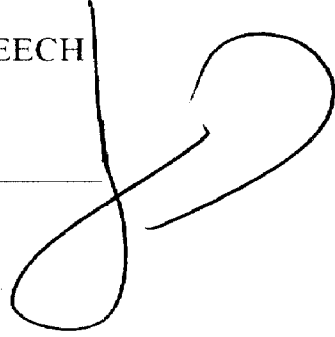
AND, ASSIGNOR HEREBY further covenants and agrees, without additional consideration, to sign and deliver to Assignee, and Assignee's lawful successors and assigns, all lawful papers that may be necessary or desirable to perfect Assignee's title to any Trademarks, with it being understood that Assignee shall pay all necessary fees to the registrar of the applicable Trademarks, or will reimburse Assignor for the payment of all necessary fees paid to the registrar of the applicable Trademarks, in connection with the signing and delivery of such lawful papers.

IN TESTIMONY WHEREOF, Assignors have caused this Assignment to be executed effective as of the 27<sup>th</sup> day of December, 2001.

ASSIGNORS

LERNOUT & HAUSPIE SPEECH PRODUCTS N.V.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



JG VAN STASW  
curator

\_\_\_\_\_  
Notary Public

L&H HOLDINGS USA, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

INTERACTIVE SYSTEMS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

NY1:3307509

IN TESTIMONY WHEREOF, Assignors have caused this Assignment to be executed effective as of the 27<sup>th</sup> day of December, 2001.

ASSIGNORS

LERNOUT & HAUSPIE SPEECH PRODUCTS N.V.

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Notary Public

L&H HOLDINGS USA, INC.

By: John Shagony  
Name: John Shagony  
Title: President

Pamela Gurney Farnham  
Notary Public

PAMELA GURNEY FARNHAM  
NOTARY PUBLIC  
COMMONWEALTH OF MASSACHUSETTS  
MY COMMISSION EXPIRES JULY 5, 2007

INTERACTIVE SYSTEMS, INC.

By: John Shagony  
Name: John Shagony  
Title: President

Pamela Gurney Farnham  
Notary Public

PAMELA GURNEY FARNHAM  
NOTARY PUBLIC  
COMMONWEALTH OF MASSACHUSETTS  
MY COMMISSION EXPIRES JULY 5, 2007



LERNOUT & HAUSPIE SPEECH PRODUCTS USA, INC.

By: [Signature]  
Name: John Shagoury  
Title: President

Pamela Gurney Farnham  
Notary Public

PAMELA GURNEY FARNHAM  
NOTARY PUBLIC  
COMMONWEALTH OF MASSACHUSETTS  
MY COMMISSION EXPIRES JULY 5, 2007

L&H APPLICATIONS USA, INC.

By: [Signature]  
Name: John Shagoury  
Title: President

Pamela Gurney Farnham  
Notary Public

PAMELA GURNEY FARNHAM  
NOTARY PUBLIC  
COMMONWEALTH OF MASSACHUSETTS  
MY COMMISSION EXPIRES JULY 5, 2007

LINGUISTIC TECHNOLOGIES, INC.

By: [Signature]  
Name: John Shagoury  
Title: President

Pamela Gurney Farnham  
Notary Public

PAMELA GURNEY FARNHAM  
NOTARY PUBLIC  
COMMONWEALTH OF MASSACHUSETTS  
MY COMMISSION EXPIRES JULY 5, 2007

L&H JAPAN K.K.

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Notary Public

L&H LINGUISTICS USA, INC.

By: John Shagoury  
Name: John Shagoury  
Title: President

Pamela Gurney Farnham  
Notary Public

PAMELA GURNEY FARNHAM  
NOTARY PUBLIC  
COMMONWEALTH OF MASSACHUSETTS  
MY COMMISSION EXPIRES JULY 5, 2007

LERNOUT & HAUSPIE JAPAN INC.

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Notary Public

TRADEMARK ASSIGNMENT  
L&H/VANTAGE 1/2

LERNOUT & HAUSPIE SPEECH PRODUCTS USA, INC.

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Notary Public

L&H APPLICATIONS USA, INC.

By: \_\_\_\_\_  
Name:  
Title:

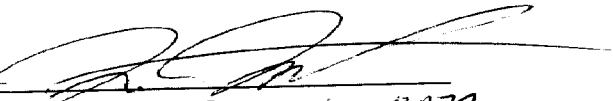
\_\_\_\_\_  
Notary Public

LINGUISTIC TECHNOLOGIES, INC.

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Notary Public

L&H JAPAN K.K.

By:   
Name: NORITAKA MURATA  
Title: PRESIDENT

\_\_\_\_\_  
Notary Public

NY1:#3307509


TRADEMARK  
REEL: 002449 FRAME: 0980

L&H LINGUISTICS USA, INC.

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Notary Public

LERNOUT & HAUSPIE JAPAN INC.

By:   
Name: NORITAKA MURATA  
Title: PRESIDENT

\_\_\_\_\_  
Notary Public