



CORDINATION

RAI

03-21-2002

Docket No.:

2639/202,203,209,221-3

Tab settings

03-04-2002

U.S. Patent & TMOs/TM Mail RptDt. #58

To the Hono

and Tra

102026862... attached original documents or copy thereof.

1. Name of conveying party(ies):

Lernout & Hauspie Speech Products N.V.

3-4-02

- Individual(s)
- General Partnership
- Corporation-State org. under the laws of Belgium
- 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: December 7, 2001

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) 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

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

A. Trademark Application No.(s)

~~76/127,487~~ 76/127,488 76/127,658
76/160,960 76/160,961 76/160,962

Additional numbers

B. Trademark Registration No.(s)

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:.....

6

7. Total fee (37 CFR 3.41):.....\$ \$165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03/20/2002 GTM11 00000015 76127487

DO NOT USE THIS SPACE

D1 FC:481 40.00 OP
D2 FC:482 125.00 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

February 28, 2002

Date

Total number of pages including cover sheet, attachments, and

28

TRADEMARK

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 December 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.

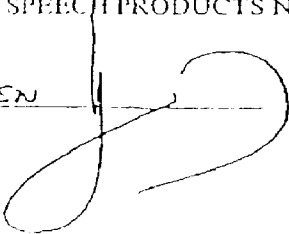
6. THIS BILL OF SALE, THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS BILL OF SALE, AND ANY CLAIM OR CONTROVERSY DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS BILL OF SALE OR THE TRANSACTIONS CONTEMPLATED BY THIS BILL OF SALE (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY), INCLUDING 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:

LERNOUT & HAUSPIE SPEECH PRODUCTS N.V.

By J.J. VANSTACHEN
Name Curator
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 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:

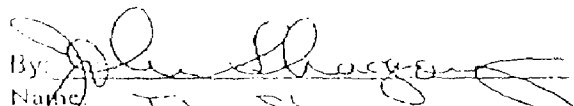
LERNOUT & HAUSPIE SPEECH PRODUCTS N.V.

By: _____
Name
Title


L&H HOLDINGS USA, INC.

By: 
Name: John Shagoury
Title: President

INTERACTIVE SYSTEMS, INC.

By: 
Name: John Shagoury
Title: President

LERNOUT & HAUSPIE SPEECH PRODUCTS USA, INC.

By: 
Name: John Shagoury
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

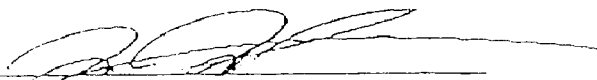
L&H APPLICATIONS USA, INC.

By: _____
Name:
Title:

LINGUISTIC TECHNOLOGIES, INC.

By: _____
Name:
Title:

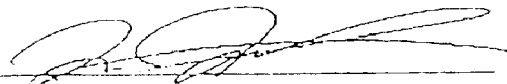
L&H JAPAN K.K.

By: 
Name: NORITAKA MURATA
Title: PRESIDENT

L&H LINGUISTICS USA, INC.

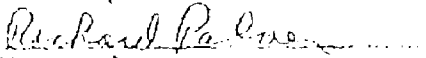
By: _____
Name:
Title:

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

ERNOUT & HAUSPIE SPEECH PRODUCTS N.V.,

L&H HOLDINGS USA, INC.

AND

OR 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]

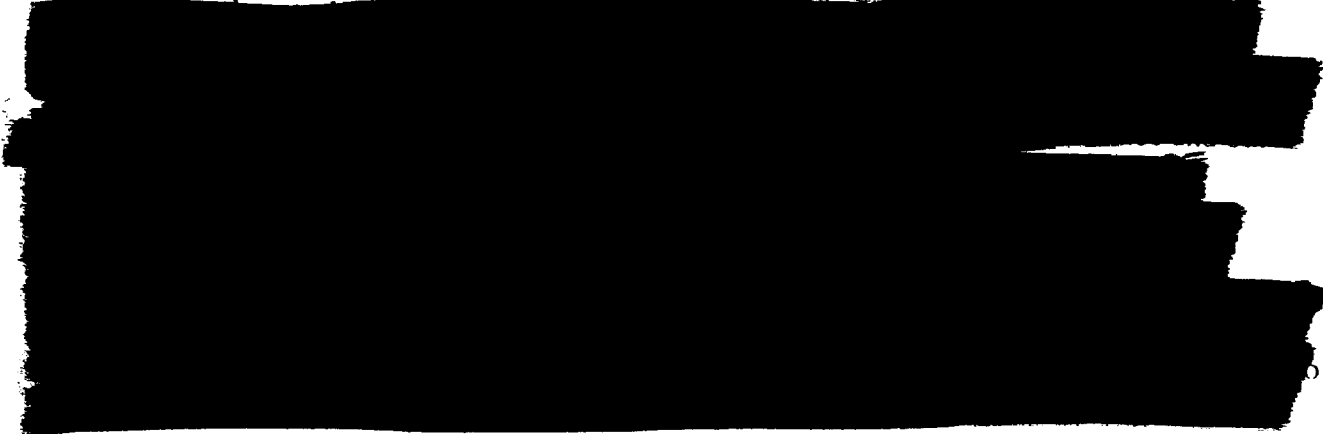
[REDACTED]

(iv) subject to Section 11(b)(v) below, all Intellectual Property and Other Intellectual Property (as such terms are defined in Section 2.7(a)) (collectively, the "Acquired Intellectual Property");

[REDACTED]

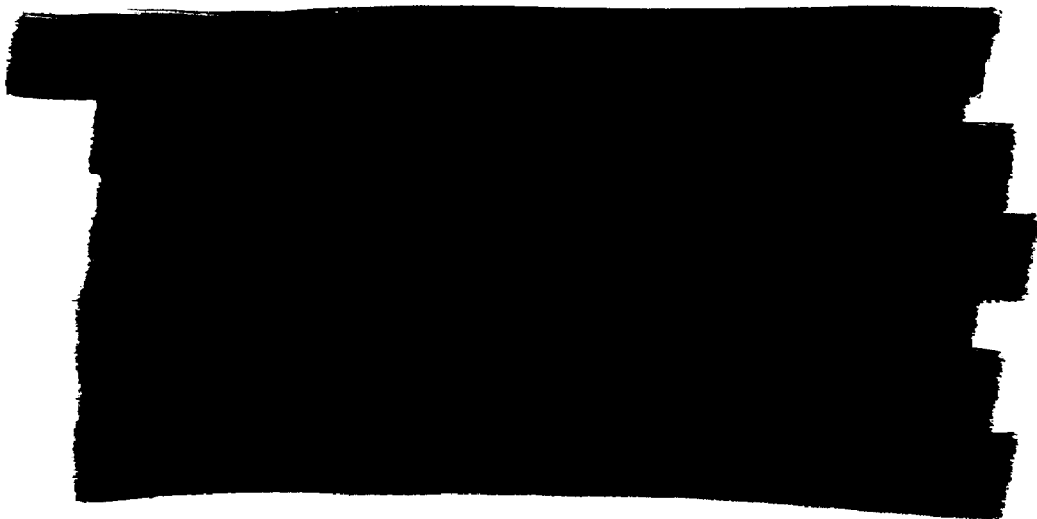
[REDACTED]

[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
- 

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6.9 Trademarks/Domain Names. The Parties hereby acknowledge and agree that Schedule 6.9 of the Seller Disclosure Schedule contains a complete list of (i) the additional trademarks referred to in Section D.1. of Annex B and (ii) the domain names to be provided pursuant to Section D.2. of Annex B.

[REDACTED]

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

T-631 P.02/02 P-637

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. Terrian
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.M. VAN STAEN
Title: CEO



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.

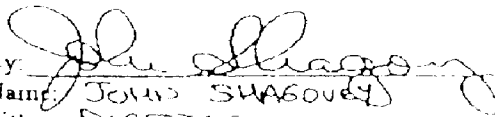
By: _____
Name:
Title:

SELLERS:

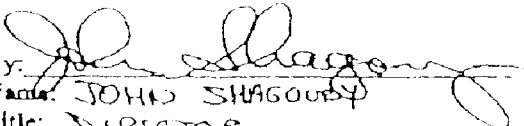
LERNOUT & HAUSPIE SPEECH PRODUCTS N.V.

By: _____
Name:
Title:

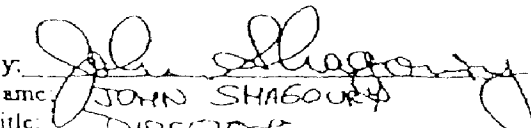
L&H HOLDINGS USA, INC.

By: 
Name: JOHN SHAGOURY
Title: DIRECTOR

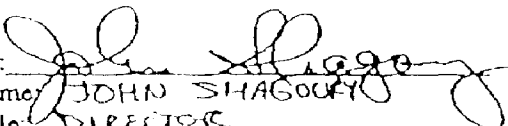
INTERACTIVE SYSTEMS, INC.

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

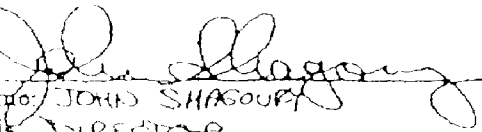
LINGUISTIC TECHNOLOGIES, INC.

By: 
Name: JOHN SHAGOURY
Title: DIRECTOR

L&H JAPAN KE

By: _____
Name:
Title:

L&H LINGUISTICS USA, INC.

By: 
Name: JOHN SHAGOURY
Title: DIRECTOR

L&H JAPAN, INC.

By: _____
Name:
Title:

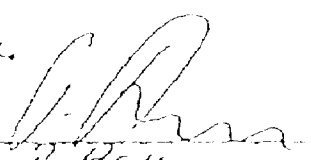
L&H APPLICATIONS USA, INC.

By: _____
Name:
Title:

LINGUISTIC TECHNOLOGIES, INC

By: _____
Name:
Title:


L&H JAPAN KK.

By: 
Name: P. Haase
Title: VP/Gen International

L&H LINGUISTICS USA, INC.

By: _____
Name:
Title:

LERKOTZ HAUSPIE JAPAN INC.

By: 
Name: P. Haase
Title: VP/Gen International

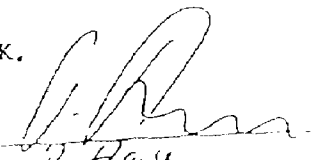
L&H APPLICATIONS USA, INC.

By: _____
Name:
Title:

LINGUISTIC TECHNOLOGIES, INC.

By: _____
Name:
Title:

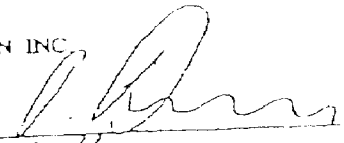
L&H JAPAN KK.

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

L&H LINGUISTICS USA, INC.

By: _____
Name:
Title:

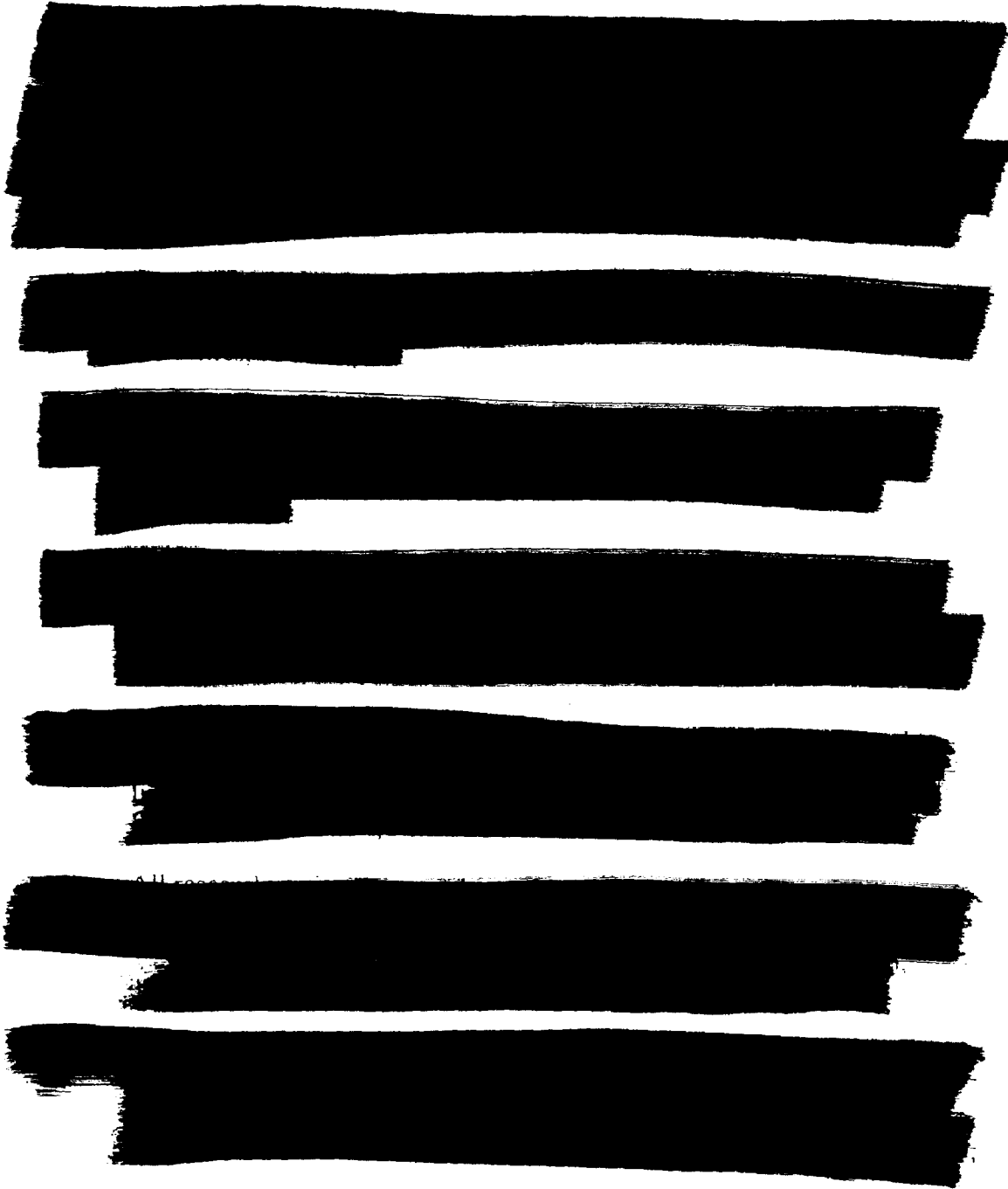
LEONOVITZ HAUSPIE JAPAN INC.

By: 
Name: *P. Hauser*
Title: *VP/CRM 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

[REDACTED]

[REDACTED]

A2. Text-to-Speech Products

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

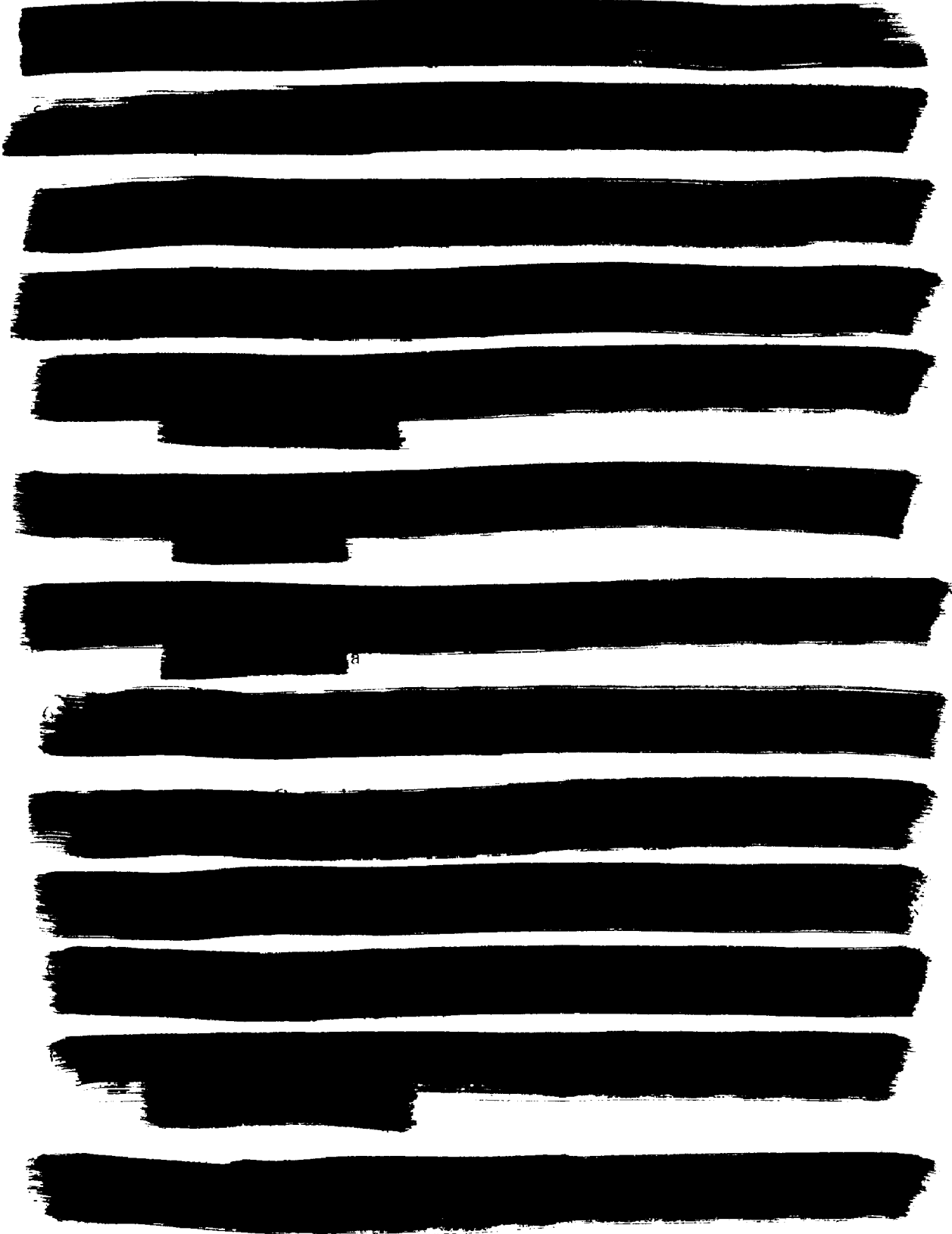
[REDACTED]

[REDACTED]

A3. Documentation

[REDACTED]

NYL# 004676



NY 100 001676



12. Patent Applications



8517 0016764



C. Copyright Registrations/Mask Works



D. Trademarks





[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 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.]

NYL 33046760

DISCLOSURE SCHEDULE

TO THE

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

DATED AS OF DECEMBER 7, 2001

BY AND AMONG

SCANSOFT, INC.

AND

LERNOU & HAUSPIE SPEECH PRODUCTS N.V.,
L&H HOLDINGS USA, INC.,

AND

THE OTHER SELLERS LISTED ON ANNEX A TO THE ASSET PURCHASE AGREEMENT

(THE "AGREEMENT")

This Seller Disclosure Schedule is furnished by Lernout & Hauspie Speech Products N.V. ("L&H"), L&H Holdings USA, Inc. ("Holdings") and the other Sellers listed in Annex A to the Asset Purchase Agreement (each a "Seller" and collectively, the "Sellers") to ScanSoft, Inc. (the "Buyer") as of the date hereof pursuant to and as part of the Agreement. Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. This Disclosure Schedule relates to certain matters concerning the disclosures required and transactions contemplated by the Agreement. This Disclosure Schedule is not intended to constitute, and shall not be construed as indicating that such matter is required to be disclosed, nor shall such disclosure be construed as an admission that such information is material with respect to the Sellers, taken as a whole.

Headings have been inserted on the Sections of this Disclosure Schedule for convenience of reference only and shall to no extent have the effect of amending or changing the express description of the Sections as set forth in the Agreement.

SCHEDULE 6.9

Trademarks/ Domain Names

1. Trademarks

L&H
Lemout & Hauspic

2. Domain Names

