

05-17-2002



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2001)
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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.

1. Name of conveying party(ies): L&H Applications USA, Inc. 5-10-02
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other; Corporation, Kingdom of Belgium
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Mendez N.V.
Internal
Address: _____
Street Address: Louis Schmidlaan 3
City: Brussels 1040, Belgium Zip: _____
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Closed Corporation with Limited Liability (Belgium)
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: December 21, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1,811,489
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Lynne E. Graybeal, Esq.
Internal Address: Perkins Coie LLP

Street Address: 1201 Third Avenue, Suite 4800

City: Seattle State: WA Zip: 98101

6. Total number of applications and registrations involved One (1)
7. Total fee (37 CFR 3.41) \$40.
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

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

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MAY 10 PM 1:28
FINANCE SECTION

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
Grace J. Han Grace J. Han 5/10/02
Name of Person Signing Signature Date

05/16/2002 BYRNE 00000224 1811489
01 FC:481 40.00 DP

Total number of pages including cover sheet, attachments, and documents: **25**

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

TRADEMARK
REEL: 002508 FRAME: 0176

TRADEMARK AND SERVICE MARK
ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS TRADEMARK AND SERVICE MARK ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of the 21st day of December, 2001 (this "Assignment"), 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 (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") dated December 11, 2001 between Assignors and Bowne & Co., Inc. ("Bowne"), and, on the other hand, Mendez N.V., a corporation organized under the laws of the Kingdom of Belgium ("Assignee"), and is made and delivered pursuant to, and subject to, the terms of the Purchase Agreement and that certain Assignment and Assumption Agreement dated as of December 20, 2001, by and between Bowne and Assignee. -

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

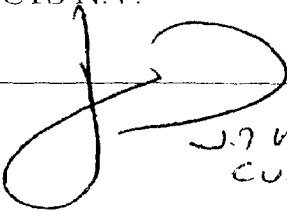
WHEREAS, Assignee is desirous of acquiring the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Assignor does hereby assign, sell and transfer unto Assignee 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, whether or not listed on Appendix A, hereto, (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.

IN TESTIMONY WHEREOF, Assignors have caused this Assignment to be executed effective as of the 7th day of December, 2001.

ASSIGNORS

LERNOUT & HAUSPIE SPEECH PRODUCTS N.V.

By: _____
Name: _____
Title: _____

J.J. VANSTAEN
CURATOR

Notary Public

ASSIGNEE

MENDEZ N.V.

By: _____
Name: _____
Title: _____

Notary Public

L&H HOLDINGS USA, INC.

By: _____
Name: _____
Title: _____

Notary Public

INTERACTIVE SYSTEMS, INC.

By: _____
Name: _____
Title: _____

Notary Public

NY1 #3305656

IN TESTIMONY WHEREOF, Assignors have caused this Assignment to be executed effective as of the 21st day of December, 2001.

ASSIGNORS

ASSIGNEE

LERNOUT & HAUSPIE SPEECH PRODUCTS N.V.

MENDEZ N.V.

By: _____
Name:
Title:

By: _____
Name:
Title:

Notary Public

Notary Public

L&H HOLDINGS USA, INC.

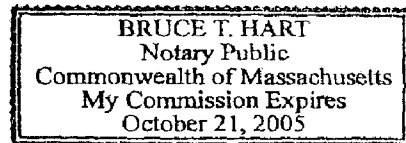
By: John Shagrir
Name: John Shagrir
Title: President

Bruce T Hart
Notary Public

INTERACTIVE SYSTEMS, INC.

By: John Shagrir
Name: John Shagrir
Title: President

Bruce T Hart
Notary Public



LERNOUT & HAUSPIE SPEECH PRODUCTS USA, INC.

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

Bruce T Hart
Notary Public

L&H APPLICATIONS USA, INC.

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

Bruce T Hart
Notary Public

LINGUISTIC TECHNOLOGIES, INC.

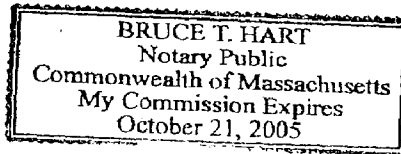
By: [Signature]
Name: John Shagovoy
Title: President

Bruce T Hart
Notary Public

L&H JAPAN K.K.

By: _____
Name:
Title:

Notary Public



L&H LINGUISTICS USA, INC.

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

Bruce T Hart
Notary Public

LERNOUT & HAUSPIE JAPAN INC.

By: _____
Name: _____
Title: _____

Notary Public

BRUCE T. HART
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 21, 2005

NY1:#3305656

TRADEMARK
REEL: 002508 FRAME: 0181

LERNOUT & HAUSPIE SPEECH PRODUCTS USA, INC.

By: _____
Name:
Title:

Notary Public

L&H APPLICATIONS USA, INC.

By: _____
Name:
Title:

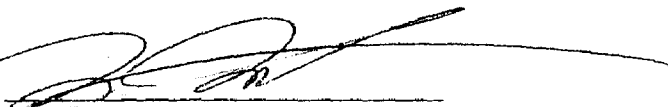
Notary Public

LINGUISTIC TECHNOLOGIES, INC.

By: _____
Name:
Title:

Notary Public

L&H JAPAN K.K.

By: 
Name: NORITAKA MURATA
Title: PRESIDENT

Notary Public

NY1:#3305656

L&H LINGUISTICS USA, INC.

By: _____

Name:

Title:

Notary Public

LERNOUT & HAUSPIE JAPAN INC.

By: 

Name: NORITAKA MURATA

Title: PRESIDENT

Notary Public

NY1:#3305656

TRADEMARK
REEL: 002508 FRAME: 0183

SCHEDULE A – TRADEMARKS

LANGUAGE ASSISTANT

Application(s) for Registration:

None

Registration(s):

None

POWER TRANSLATOR

Application(s) for Registration:

Argentina, Filing No. 2305403

Bolivia, Filing No. SM-3992

Guatemala, Filing Nos. 2000-10161

Mexico, Filing No. 459341

Venezuela, Filing Nos. 16581/2000

Registration(s):

United States of America, Serial No. 1,811,489

POWER TRANSLATOR PRO

Application(s) for Registration:

Brazil, Filing No. 819900311

Registration(s):

Peru, Serial No. 47242

SIMPLY TRANSLATING

Application(s) for Registration:

United States of America, Application No. 76/115,188

Argentina, Filing No. 2310820

Brazil, Application No. 823262707

Mexico, Filing No. 459345

Registration(s):

None

**REDACTED VERSION OF ASSET PURCHASE AGREEMENT DATED
DECEMBER 11, 2001 AND ANNEX A TO ASSET PURCHASE AGREEMENT
AS REFERENCED BY TRADEMARK AND SERVICE MARK ASSIGNMENT
AND ASSUMPTION AGREEMENT DATED DECEMBER 21, 2002.**

ASSET PURCHASE AGREEMENT

BY AND AMONG

BOWNE & CO., INC.

AND

LERNOUT & HAUSPIE SPEECH PRODUCTS N.V.,

L&H HOLDINGS USA, INC.

AND

THE OTHER SELLERS NAMED ON ANNEX A ATTACHED HERETO

DATED AS OF DECEMBER 11, 2001

NY1 H3304158V11

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	List of Dragon Speech Processing/Dialog Assets
	List of ISI Speech Processing/Dialog Assets
	List of ICM Assets
	List of Audiomining Assets
	List of Knexys Assets

EXHIBITS

Exhibit A	Technology License
Exhibit B	Form of Bill of Sale
Exhibit C	Form of Instrument of Assumption
Exhibit D	[Reserved]
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Exhibit F-1	[Reserved]

SCHEDULES**Disclosure Schedules:**

Schedule 1.1(b)(vi)	Certain Excluded Contracts
Schedule 1.1(b)(ix)	Tangible VoiceXpress Assets
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NYI: # 3304158v111V

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is entered into as of December 11, 2001 (this "Agreement"), by and among Bowne & Co., 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."

WITNESSETH:

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 (*gerechtlijik 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", and together with the Trustees, the "Belgian Bankruptcy Authorities", and together with the U.S. Bankruptcy Court, the "Bankruptcy Courts") pursuant to the 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 (1) the assets contained within the Sellers' Machine Translation Asset Group as such assets are more fully described on Annex B attached hereto (the "Purchased Asset Group"), and (2) the business lines of Sellers directly relating to the development, production, marketing or sale of the Purchased Asset Group ((1) and (2) together, the "Acquired Business"); it being understood, however, that the Acquired Business shall not include any item listed on Annex C attached hereto (together, the "Non-Purchased Asset Groups"), or the business lines of Sellers directly relating to the development, production, marketing or sale of 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

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010

IN WITNESS WHEREOF, the Parties hereto have executed this Asset Purchase Agreement as of the date first above written.

BUYER:

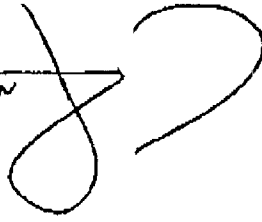
BOWNE & CO., INC.

By: _____
Name:
Title:

SELLERS:

LERNOUT & HAUSPIE SPEECH PRODUCTS N.V.

By: _____
Name: J. M. VANSTAEN
Title: CURATOR



L&H HOLDINGS USA, INC.

By: _____
Name:
Title:

INTERACTIVE SYSTEMS, INC.

By: _____
Name:
Title:

LERNOUT & HAUSPIE SPEECH
PRODUCTS USA, INC.

By: _____
Name:
Title:

12/03/01 MON 12:33 FAX 617 221 1903

LERNOUT AND HAUSPIE

008

IN WITNESS WHEREOF, the Parties hereto have executed this Asset Purchase Agreement as of the date first above written.

BUYER:

BOWNE & CO., 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.

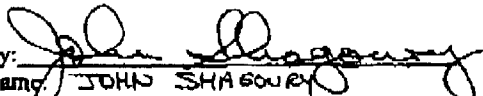
By: 
Name: JOHN SHAGOURY
Title: DIRECTOR

12/03/01 MON 12:34 FAX 017 221 1003


LERNOUT AND HAUSPIE

009

L&H APPLICATIONS USA, INC.

By: 
Name: JOHN SHAGOURY
Title: DIRECTOR


LINGUISTIC TECHNOLOGIES, INC.

By: 
Name: JOHN SHAGOURY
Title: DIRECTOR

L&H JAPAN KK

By: _____
Name:
Title:

L&H LINGUISTICS USA, INC.

By: 
Name: JOHN SHAGOURY
Title: DIRECTOR

L&H JAPAN, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties hereto have executed this Asset Purchase Agreement as of the date first above written.

BUYER:

BOWNE & CO., INC.

By: 

Name: Carl D. Glaeser
Title: SVP

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: _____

FROM : HAUSER ELISABETH PETER

PHONE NO. : 01784 456 753

03 DEC. 2001 07:21PM P2


L&H APPLICATIONS USA, INC.

By: _____
Name:
Title:

LINGUISTIC TECHNOLOGIES, INC.

By: _____
Name:
Title:


L&H JAPAN KK

By: 
Name: P. Hauser
Title: VP/GM International

L&H LINGUISTICS USA, INC.

By: _____
Name:
Title:

L&H JAPAN, INC

By: 
Name: P. Hauser
Title: VP/GM International

Annex A – List of Other Sellers

Seller	Jurisdiction of Incorporation
LERNOUT & HAUSPIE SPEECH PRODUCTS USA, INC.	Delaware
INTERACTIVE SYSTEMS, INC.	Pennsylvania
L&H APPLICATIONS USA, INC.	Delaware
LINGUISTIC TECHNOLOGIES, INC.	Minnesota
L&H JAPAN K.K.	Japan
LERNOUT & HAUSPIE JAPAN INC.	Japan
L&H LINGUISTICS USA, INC.	Minnesota

NY1: #3304158v11