

05-17-2002

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

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

102093558

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

1. Name of conveying party(ies): Lernout & Hauspie Speech Products N.V. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State [X] Other; Corporation, Kingdom of Belgium Additional name(s) of conveying party(ies) attached? [X] 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 [X] Other Closed Corporation with Limited Liability (Belgium) If assignee is not domiciled in the United States, a domestic representative designation is attached: [X] Yes [ ] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [X] Yes [ ] No

3. Nature of conveyance: [X] 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) 76/115,188 B. Trademark Registration No.(s) Additional number(s) attached [ ] Yes [X] 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) 40.00 [X] 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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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 Name of Person Signing Signature Date 5/9/02

05/16/2002 BYRNE 00000229 76115188 40.00 09

Total number of pages including cover sheet, attachments, and documents: 27

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

TRADEMARK REEL: 002518 FRAME: 0106

TRADEMARK AND SERVICE MARK  
ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS TRADEMARK AND SERVICE MARK ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of the 21<sup>st</sup> 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

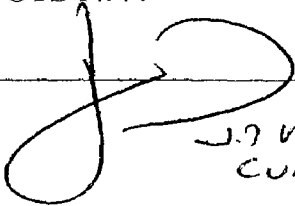
WHEREAS, Assignee is desirous of acquiring the Trademarks;

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 71<sup>st</sup> 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 21<sup>st</sup> 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 Shagoy  
Name: John Shagoy  
Title: President

Bruce T Hart  
Notary Public

INTERACTIVE SYSTEMS, INC.

By: John Shagoy  
Name: John Shagoy  
Title: President

Bruce T Hart  
Notary Public

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

LERNOUT & HAUSPIE SPEECH PRODUCTS USA, INC.

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

Bruce T Hart  
Notary Public

L&H APPLICATIONS USA, INC.

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

Bruce T Hart  
Notary Public

LINGUISTIC TECHNOLOGIES, INC.

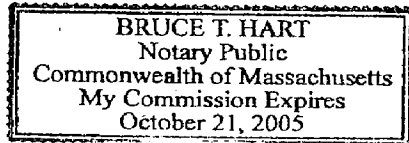
By: [Signature]  
Name: John Shagovay  
Title: President

Bruce T Hart  
Notary Public

L&H JAPAN K.K.

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

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



NY1:#3305656

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

LERNOUT & HAUSPIE SPEECH PRODUCTS USA, INC.

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

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

L&H APPLICATIONS USA, INC.

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

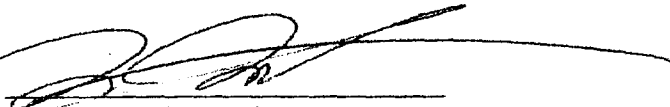
\_\_\_\_\_  
Notary Public

LINGUISTIC TECHNOLOGIES, INC.

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

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

L&H JAPAN K.K.

By:   
Name: NORITAKA MURATA  
Title: PRESIDENT

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

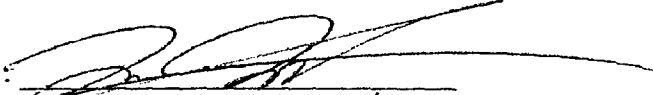
NY1:#3305656

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: 002518 FRAME: 0113



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**

*NYJ:H3304158V11*

**TRADEMARK  
REEL: 002518 FRAME: 0116**

## TABLE OF CONTENTS

<u>Description</u>	<u>Page Number</u>
<b>ARTICLE I THE PURCHASE</b> .....	2
1.1 Purchase and Sale of Assets and Assumption and Assignment of the Assigned Contracts .....	2
1.2 Assumption of Liabilities .....	5
1.3 Retained Liabilities .....	6
1.4 Purchase Price .....	8
1.5 The Closing .....	8
1.6 Assigned Contracts .....	10
1.7 Deposit .....	10
<b>ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE SELLERS</b> .....	11
2.1 Organization, Qualification and Corporate Power .....	11
2.2 Authority .....	11
2.3 Non-Contravention .....	12
2.4 Ownership and Sufficiency of Assets .....	12
2.5 Assigned Contracts .....	13
2.6 [Reserved] .....	14
2.7 Intellectual Property .....	14
2.8 Litigation .....	16
2.9 Warranties and Indemnities .....	16
2.10 [Reserved] .....	16
2.11 Brokers .....	16
2.12 Insurance .....	16
2.13 Legal Compliance .....	16
2.14 [Reserved] .....	17
2.15 Permits .....	17
<b>ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE BUYER</b> .....	17
3.1 Organization .....	17
3.2 Authorization of Transaction .....	17
3.3 Non-Contravention .....	17
3.4 [Reserved] .....	17
3.5 [Reserved] .....	18
3.6 [Reserved] .....	18
3.7 Litigation .....	18
3.8 Financing .....	18
3.9 Brokers .....	18
<b>ARTICLE IV PRE-CLOSING COVENANTS</b> .....	18
4.1 Commercially Reasonable Efforts .....	18
4.2 Notices and Consents .....	18
4.3 Bankruptcy Covenants .....	18
4.4 Operation of Business .....	19

4.5	Full Access and Confidentiality.....	20
4.6	Notice of Breaches.....	20
4.7	[Reserved].....	20
4.8	[Reserved].....	21
4.9	[Reserved].....	21
4.10	Allocation of Purchase Price.....	21
4.11	Taxes.....	21
4.12	Intellectual Property.....	21
4.13	Good Faith.....	21
4.14	[Reserved].....	21
4.15	Adequate Assurances Regarding Contracts.....	21
4.16	[Reserved].....	22
4.17	Bankruptcy or Concordat Proceedings Initiated by Other Sellers.....	22
4.18	[Reserved].....	22
4.19	Reimbursement of Belgian VAT Taxes; Tax Waiver.....	22
4.20	Further Assurances.....	22
<b>ARTICLE V CONDITIONS TO CLOSING.....</b>		<b>23</b>
5.1	Conditions to Obligations of the Buyer.....	23
5.2	Conditions to Obligations of the Seller.....	25
<b>ARTICLE VI POST-CLOSING COVENANTS.....</b>		<b>26</b>
6.1	Proprietary Information.....	26
6.2	Non-Competition.....	26
6.3	Books and Records.....	27
6.4	Cooperation.....	27
6.5	Termination of Excluded Contracts.....	28
6.6	Survival of Representations and Warranties.....	29
6.7	No Other Representations.....	29
6.8	Disclosure Schedule.....	29
6.9	Additional Trademarks/Domain Names.....	30
<b>ARTICLE VII [RESERVED].....</b>		<b>30</b>
<b>ARTICLE VIII TERMINATION.....</b>		<b>30</b>
8.1	Termination of Agreement.....	30
8.2	Status of Agreement after Termination.....	31
8.3	Fees and Expenses.....	31
8.4	[Reserved].....	31
8.5	Exclusive Remedy.....	31
<b>ARTICLE IX MISCELLANEOUS.....</b>		<b>31</b>
9.1	Press Releases and Announcements.....	31
9.2	No Third Party Beneficiaries.....	32
9.3	Entire Agreement.....	32
9.4	Succession and Assignment.....	32
9.5	Counterparts.....	32

9.6	Headings .....	32
9.7	Notices .....	32
9.8	Governing Law .....	34
9.9	Jurisdiction .....	34
9.10	WAIVER OF JURY TRIAL .....	34
9.11	Bulk Sales Laws .....	35
9.12	Amendments and Waivers .....	35
9.13	Severability .....	35
9.14	Expenses .....	35
9.15	Specific Performance .....	35
9.16	Construction .....	35
9.17	Incorporation of Exhibits and Schedules .....	35

### ANNEXES

Annex A	List of Other Sellers
Annex B	List of L&H Machine Translation Assets
Annex C	List of L&H Text to Speech Assets
	List of Speech Processing/Dialog (and Automotive Applications) Assets
	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]
Exhibit E	[Reserved]
Exhibit F-1	[Reserved]

**SCHEDULES****Disclosure Schedules:**

Schedule 1.1(b)(vi)	Certain Excluded Contracts
Schedule 1.1(b)(ix)	Tangible VoiceXpress Assets
Schedule 1.1(b)(xi)	Seller Names
Schedule 1.2(a)	Assumption of Liabilities
Schedule 2.1	Organization, Qualification and Corporate Power
Schedule 2.3	Non-Contravention
Schedule 2.4(a)	Ownership and Sufficiency of Assets
Schedule 2.4(b)	Ownership and Sufficiency of Assets
Schedule 2.5(a)	Assigned Contracts
Schedule 2.5(b)	Assigned Contracts
Schedule 2.5(d)	Assigned Contracts
Schedule 2.5(e)	Assigned Contracts
Schedule 2.5(f)	Assigned Contracts
Schedule 2.7(a)	Intellectual Property
Schedule 2.7(b)	Intellectual Property
Schedule 2.7(c)	Intellectual Property
Schedule 2.7(d)	Intellectual Property
Schedule 2.7(f)	Intellectual Property
Schedule 2.7(g)	Intellectual Property
Schedule 2.8	Litigation
Schedule 2.9	Warranties and Indemnities
Schedule 2.13	Legal Compliance

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

**BUYER:**

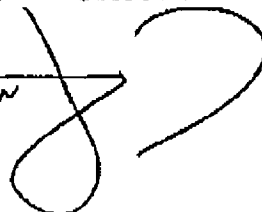
**BOWNE & CO., INC.**

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:

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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:

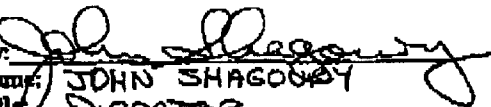
**L&H HOLDINGS USA, INC.**

By:   
Name: JOHN SHAGOURY  
Title: DIRECTOR

**INTERACTIVE SYSTEMS, INC.**

By:   
Name: JOHN SHAGOURY  
Title: DIRECTOR

**LERNOUT & HAUSPIE SPEECH PRODUCTS USA, INC.**

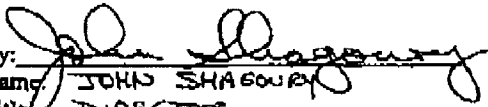
By:   
Name: JOHN SHAGOURY  
Title: DIRECTOR

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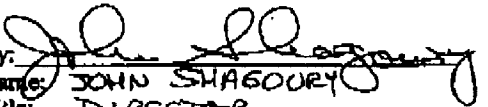
LERNOUT AND HAUSPIE

000

L&H APPLICATIONS USA, INC.

By:   
Name: JOHN SHAGOURY  
Title: DIRECTOR

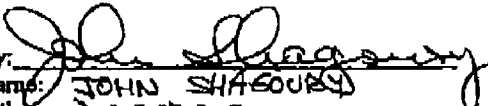
LINGUISTIC TECHNOLOGIES, INC.

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

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L&H APPLICATIONS USA, INC.

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

LINGUISTIC TECHNOLOGIES, INC.

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

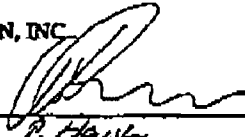
L&H JAPAN KK

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

L&H LINGUISTICS USA, INC.

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

L&H JAPAN, INC.

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

**Annex A – List of Other Sellers**

<b>Seller</b>	<b>Jurisdiction of Incorporation</b>
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

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