

08-12-2002



Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings

RE

102185839

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office  
Docket No. 2639/215

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 Holdings USA, Inc.**

7-17-02

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **Bill of Sale**
- 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 representative designation is attached:  Yes  No  
(Designations 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) **1,423,358**

Additional number(s) attached  Yes  No

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

Name: **Jennifer M. Reynolds**

Internal Address: **Bromberg & Sunstein LLP**

Street Address: **125 Summer Street**

City: **Boston** State: **MA** Zip: **02110-1618**

6. Total number of applications and registrations involved:

**1**

7. Total fee (37 CFR 3.41).....\$ **40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

**Jennifer M. Reynolds**  
Name of Person Signing

*Jennifer M. Reynolds*  
Signature

**July 15, 2002**  
Date

Total number of pages including cover sheet, attachments, and document: **11**

08/09/2002 DBTRME 00000246 1423358

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

01 FC:481 40.00 DP

TRADEMARK  
REEL: 002560 FRAME: 0198

## 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).

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**TRADEMARK**

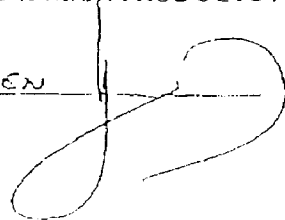
**REEL: 002560 FRAME: 0200**

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.D. VANSTAEH  
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

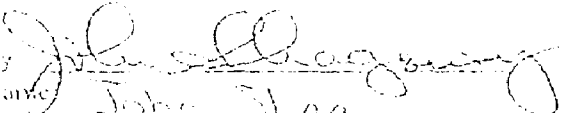
IN WITNESS WHEREOF, the Sellers and the Buyer have caused this Bill of Sale to be duly executed under seal as of and on the date first above written.

SELLERS:

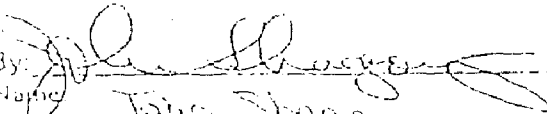
LERNOUT & HAUSPIE SPEECH PRODUCTS NV

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&U APPLICATIONS USA, INC.

By: John Shagoury  
Name: John Shagoury  
Title: President

LINGUISTIC TECHNOLOGIES, INC.

By: John Shagoury  
Name: John Shagoury  
Title: President

L&U JAPAN K.K.

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

L&U LINGUISTICS USA, INC.

By: John Shagoury  
Name: John Shagoury  
Title: President

LERNOUT & HAUSPIE JAPAN INC.

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

2001年12月08 15時10分

L&H

NO. 1410 P. 2/6

*BILL OF SALE*

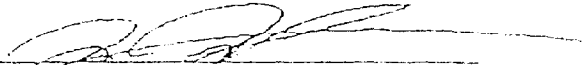
L&H APPLICATIONS USA, INC.

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

LINGUISTIC TECHNOLOGIES, INC.

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

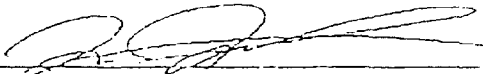
L&H JAPAN K.K.

By:   
Name: *NORIYASU HIRONAKA*  
Title: *PRESIDENT*

L&H LINGUISTICS USA, INC.

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

LERNOUT & HAUPSIE JAPAN INC.

By:   
Name: *NORIYASU HIRONAKA*  
Title: *PRESIDENT*

ACCEPTED:

SCANSOFT, INC.

By: *Richard Palmer*  
Name: Richard Palmer  
Title: SVP & Chief Financial Officer