

03-27-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings



102401630

ET 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):
KONINKLIJKE PHILIPS ELECTRONICS N.V. **3-10-03**

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

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

3. Nature of conveyance:

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

Execution Date: January 30, 2003

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

OFFICE OF PATENT RECORDS
FINANCE SECTION
MAR 10 9 14 AM '03

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

A. Trademark Application No.(s)

76/431,610

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Nicole Killen

Internal Address: Bromberg & Sunstein LLP

125 Summer Street

Street Address: _____

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-4972

(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.

Nicole Killen
Name of Person Signing

Nicole Killen
Signature

March 7, 2003
Date

Total number of pages including cover sheet, attachments, and document: 17

03/27/2003 6TON11 00000027 194972 76431610 documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks Box Assignments
Washington, D.C. 20231

01 FC:8521 40.00 CH
02 FC:8522 50.00 CH

TRADEMARK
REEL: 002700 FRAME: 0846

Attachment for Recordation Form Cover Sheet Trademarks Only (Form PTO-1594)

Continuation of Item 4. Additional Application Number(s) or Registration Number(s)

A. Trademark Application No.(s): 75/312,838 and 75/428,415

B. Trademark Registration No.(s): 2240236 and 2452307

TRADEMARK TRANSFER AGREEMENT

This TRADEMARK TRANSFER AGREEMENT, dated as of January 30, 2003, between KONINKLIJKE PHILIPS ELECTRONICS N.V., a limited liability company organized under the laws of The Netherlands ("Seller"), on the one hand, and ScanSoft, Inc., a Delaware corporation ("Purchaser") (each a "Party", and collectively, "Parties").

WITNESSETH:

WHEREAS, Seller and Purchaser have entered into the Principal Agreement (as defined below) whereby Seller agrees to sell to Purchaser, and Purchaser agrees to purchase the Business (as defined in the Principal Agreement) from Seller; and

WHEREAS, in connection with the transactions contemplated by the Principal Agreement Seller wishes to assign and Purchase wishes to accept assignment of all of Seller's right, title and interest in and to the Assigned Marks with the goodwill pertaining thereto.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and subject to and on the terms and conditions herein set forth, the Parties agree as follows:

ARTICLE I

ARTICLE I DEFINITIONS AND TERMS

Section 1.1 Definitions Incorporated from the Principal Agreement. Unless otherwise defined herein, all defined terms used in this Agreement shall have the same meaning as ascribed to them in the Principal Agreement.

Section 1.2 Specific Definitions. As used in this Agreement, the following terms shall have the meanings set forth or as referenced below:

"Agreement" shall mean this Agreement (including all Schedules, Appendixes, Annexes and Exhibits hereto), as the same may be amended or supplemented from time to time in accordance with the terms hereof.

"Assigned Marks" shall mean the registered and common law Trademarks and, if any, applications for registered trademarks as listed in Appendix A hereto.

"Principal Agreement" shall mean the Purchase Agreement dated as of October 7, 2002 along with Amendment No. 1 to the Purchase Agreement dated December 20, 2002 relating to the sale and transfer of the Business to Purchaser which has been entered into between Seller and Purchaser.

Section 1.3 Other Terms. Other terms may be defined elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement.

Section 1.4 Other Definitional Provisions.

(a) The words "herein" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(b) The terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa.

(c) This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

(d) Whenever the words "include", "including", or "includes" appear in this Agreement, they shall be read to be followed by the words "without limitation" or words having similar import.

ARTICLE II ASSIGNED MARKS

Section 2.1 Assignment. Seller does hereby irrevocably assign, sell and transfer (or shall cause its Affiliates to assign, sell and transfer) to Purchaser all right, title and interest in and to the Assigned Marks, as well as Seller's and its Affiliates' right to conduct business under the Assigned Marks, and including all goodwill of the business appurtenant to such Assigned Marks including all rights to recover past, present and future damages for infringement.

Section 2.2 No Representations and Warranties. The representations and warranties set forth in Section 3.22 of the Principal Agreement are in lieu of, cancel and supersede any other representations or warranties given by or on behalf of Seller or its Affiliates or any of their respective representatives or agents or any other Person at any occasion, whether in writing or verbally, express or implied, if any.

Section 2.3 Registration of the Assigned Marks. Seller will execute and promptly deliver, or cause its Affiliates to execute and promptly deliver, any and all documents required for the assignment to the Purchaser of the Assigned Marks in order to enable the Purchaser to record the assignment in the territories concerned, including recordations of assignment of trademark suitable for filing with the United States Patent and Trademark Office and equivalent foreign agencies. To the extent required under applicable law or otherwise necessary, Seller herewith authorizes Purchaser to apply for the recordal of the assignment of the Assigned Marks and to request the trademark offices in the territories concerned to issue to Purchaser as the assignee of all right, title and interest in and to the Assigned Marks, any and all documents covering the Assigned Marks, or otherwise as Purchaser would direct.

ARTICLE III
MISCELLANEOUS

Section 3.1 No Special Damages. In no event shall either Seller, its Affiliates or their respective officers, directors, employees, agents or representatives be liable for any form of indirect, special, incidental or consequential damages, including, without limitation, loss of use or lost business, revenue or profits, arising in connection with this Agreement, the items and/or services or the intended use thereof, or from any alleged breach, whether or not it or they had notice, knew of, or should have known the possibility of such damages. The limitations in this Section 3.1 shall be separate, essential terms of this Agreement and shall be effective even upon the failure of any remedy, exclusive or not.

Section 3.2 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended, if delivered by registered or certified mail, return receipt requested, or by an international courier service, or by telecopier, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To Purchaser:

ScanSoft, Inc.
9 Centennial Drive
Peabody, MA 01960
U.S.A.
Attention: Chief Financial Officer
Telephone: (978) 977 2000
Facsimile: (978) 977 2436
E mail: Richard.Palmer@scansoft.com

With a copy to:

Wilson Sonsini Goodrich & Rosati, P.C.
7927 Jones Branch Drive, Suite 400
McLean, VA 22102
U.S.A.
Attention: Robert D. Sanchez, Esq.
Telephone: (703) 734 3100
Facsimile: (703) 734 3199
E mail: RSanchez@wsgr.com

Wilson Sonsini Goodrich & Rosati, P.C.
12 East 49th Street, 30th Floor
New York, NY 10017
U.S.A.
Attention: Adam M. Dinow, Esq.
Telephone: (212) 999 5800
Facsimile: (212) 999 5899
E mail: ADinow@wsgr.com

To Seller:

KONINKLIJKE PHILIPS ELECTRONICS N.V.
Breitner Center Amstelplein 2
P.O. Box 77900
1070 MX Amsterdam
The Netherlands
Attention: General Secretary
Telephone: +31 20 597 7232
Facsimile: +31 20 597 7230

With a copy to:

SULLIVAN & CROMWELL
125 Broad Street
New York, NY 10004
Telephone: (212) 5583653
Telecopy: (212) 558 3588
Attn: Neil Anderson

Section 3.3 Amendment. Any provision of this Agreement may be amended if, and only if, such amendment is in writing and signed, in the case of an amendment, by Purchaser and Seller.

Section 3.4 Assignment. No Party to this Agreement may assign any of its rights or obligations hereunder without the prior written consent of the other Party hereto which consent may be withheld in the sole discretion of the Party from whom consent is sought.

Section 3.5 Entire Agreement. This Agreement (including all Appendixes, Schedules, Exhibits and Annexes hereto) contains the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters. Any subsequent agreement among the Parties in respect of the subject matter hereof shall further be subject to the terms of this Agreement except to the extent such agreement expressly (i) states that it supersedes this Agreement in relevant part and (ii) refers to this Section 3.5.

Section 3.6 Parties in Interest; Third Party Beneficiaries. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. Unless this Agreement expressly provides otherwise, nothing in this Agreement is intended to confer upon any Person other than Seller and Purchaser or their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

Section 3.7 Governing Law; Selection of Forum. THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE NETHERLANDS WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF. PARTIES HERETO AGREE THAT ANY ACTION OR PROCEEDING IN RESPECT OF ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE SOLELY CONDUCTED BY SELLER AND PURCHASER IN ACCORDANCE WITH THE PROCEDURE PROVIDED IN THE PRINCIPAL AGREEMENT.

Section 3.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement. Copies of executed counterparts transmitted by telecopy, telefax or other electronic transmission service shall be considered original executed counterparts for purposes of this Section 3.8, provided that receipt of copies of such counterparts is confirmed.


Section 3.9 Headings. The heading references herein are for convenience purposes only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

Section 3.10 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 3.11 Survival. The Sections of this Agreement that by their nature are intended to survive termination or expiration of this Agreement shall so survive.

IN WITNESS WHEREOF, the Parties have executed or caused this Agreement to be executed as of the date first written above.

KONINKLIJKE PHILIPS ELECTRONICS N.V.

By: 
Name: ERIC COWINHO
Title: AUTHORIZED SIGNATORY

Declaration of Acceptance

The above named Purchaser, SCANSOFT, INC. hereby declares that with effect from the 30th day of January, 2003 it accepts the Assigned Marks, including all goodwill of the business appurtenant to such Assigned Marks including all rights to recover past, present and future damages for infringement, assigned to it by Seller, KONINKLIJKE PHILIPS ELECTRONICS N.V., pursuant to the foregoing Trademark Transfer Agreement.

SCANSOFT, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have executed or caused this Agreement to be executed as of the date first written above.

KONINKLIJKE PHILIPS ELECTRONICS N.V.

By: _____
Name:
Title:

Declaration of Acceptance

The above named Purchaser, SCANSOFT, INC. hereby declares that with effect from the 30th day of January, 2003 it accepts the Assigned Marks, including all goodwill of the business appurtenant to such Assigned Marks including all rights to recover past, present and future damages for infringement, assigned to it by Seller, KONINKLIJKE PHILIPS ELECTRONICS N.V., pursuant to the foregoing Trademark Transfer Agreement.

SCANSOFT, INC.

By: Michael K Tivnan
Name: Michael K. Tivnan
Title: President and Chief Operating Officer

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 30th day of January, 2003, _____ personally appeared and who being by me duly sworn, deposes and says that he is the _____ of KONINKLIJKE PHILIPS ELECTRONICS N.V. and that he is authorized to sign and has signed the foregoing instrument as such _____ and that he acknowledges such signing to be the free act and deed of KONINKLIJKE PHILIPS ELECTRONICS N.V.

Notary Public

Print or Stamp Name of Notary

My Commission Expires

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 30th day of January, 2003, Michael K. Tivnan personally appeared and who being by me duly sworn, deposes and says that he is the President and Chief Operating Officer of SCANSOFT, INC. and that he is authorized to sign and has signed the foregoing instrument as such President and Chief Operating Officer and that he acknowledges such signing to be the free act and deed of SCANSOFT, INC.

Kathy Lee Pollock

Notary Public

Kathy Lee Pollock

Print or Stamp Name of Notary

9/4/09

My Commission Expires

02639/00012

Phillips Speech Processing
 Status as per September 24, 2002

(See also the remarks made on the last page).

Mark (Line of Business)	Case Number	full ctry name	Status	Application No	Filing Date	Registration No	Registration Date	Next Renewal Date
AURORA (Telephony)	5025	BENELUX	Registered	0987828	12/04/01	0682397	01/08/01	12/04/11
FINDIT (Telephony)	5202	BENELUX	Rejected	1003909	22/01/02			
FINDIT (Telephony)	5202	BRAZIL	Published	824736427	22/07/02			
FINDIT (Telephony)	5202	CHILE	Pending	574713	19/07/02			
FINDIT (Telephony)	5202	HONG KONG	Pending	09963/2002	29/06/02			
FINDIT (Telephony)	5202	INDIA	Pending					
FINDIT (Telephony)	5202	NEW ZEALAND	Pending	660537	10/07/02			
FINDIT (Telephony)	5202	TAIWAN	Pending	91028068	02/07/02			
FINDIT (Telephony)	5202	UNITED STATES	Pending		16/07/02			
FINDIT (Telephony)	5202 E	AUSTRIA	Pending	002780641	02/07/02			
FINDIT (Telephony)	5202 E	BENELUX	Pending	002780641	02/07/02			
FINDIT (Telephony)	5202 E	DENMARK	Pending	002780641	02/07/02			
FINDIT (Telephony)	5202 E	EUROPEAN COMMUN	Pending	002780641	02/07/02			
FINDIT (Telephony)	5202 E	FINLAND	Pending	002780641	02/07/02			
FINDIT (Telephony)	5202 E	FRANCE	Pending	002780641	02/07/02			
FINDIT (Telephony)	5202 E	GERMANY	Pending	002780641	02/07/02			
FINDIT (Telephony)	5202 E	GREAT BRITAIN	Pending	002780641	02/07/02			
FINDIT (Telephony)	5202 E	GREECE	Pending	002780641	02/07/02			
FINDIT (Telephony)	5202 E	IRELAND	Pending	002780641	02/07/02			
FINDIT (Telephony)	5202 E	ITALY	Pending	002780641	02/07/02			
FINDIT (Telephony)	5202 E	PORTUGAL	Pending	002780641	02/07/02			
FINDIT (Telephony)	5202 E	SPAIN	Pending	002780641	02/07/02			
FINDIT (Telephony)	5202 E	SWEDEN	Pending	002780641	02/07/02			
LISANI (Telephony)	5123	BENELUX	Registered	0997582	27/09/01	0695050	02/01/02	27/09/11
LISANI (Telephony)	5123	TAIWAN	Rejected	91006329	20/02/02			
LISANI (Telephony)	5123	UNITED STATES	Pending	76/376148	25/02/02			
LISANI (Telephony)	5123 E	AUSTRIA	Published	002555746	30/01/02			
LISANI (Telephony)	5123 E	BENELUX	Published	002555746	30/01/02			
LISANI (Telephony)	5123 E	DENMARK	Published	002555746	30/01/02			
LISANI (Telephony)	5123 E	EUROPEAN COMMUN	Published	002555746	30/01/02			
LISANI (Telephony)	5123 E	FINLAND	Published	002555746	30/01/02			
LISANI (Telephony)	5123 E	FRANCE	Published	002555746	30/01/02			
LISANI (Telephony)	5123 E	GERMANY	Published	002555746	30/01/02			
LISANI (Telephony)	5123 E	GREAT BRITAIN	Published	002555746	30/01/02			
LISANI (Telephony)	5123 E	GREECE	Published	002555746	30/01/02			
LISANI (Telephony)	5123 E	IRELAND	Published	002555746	30/01/02			
LISANI (Telephony)	5123 E	ITALY	Published	002555746	30/01/02			
LISANI (Telephony)	5123 E	PORTUGAL	Published	002555746	30/01/02			

LISANI (Telephony)	5123 E	SPAIN	Published	002555746	30/01/02		
LISANI (Telephony)	5123 E	SWEDEN	Published	002555746	30/01/02		
PURE REQUEST (Telephony)	3890	ARGENTINA	Pending	2164152	21/07/98		11/12/98 17/07/08
PURE REQUEST (Telephony)	3890	AUSTRALIA	Registered	767809	17/07/98	767809	
PURE REQUEST (Telephony)	3890	CANADA	Published	884818	20/07/98		
PURE REQUEST (Telephony)	3890	CHILE	Registered	421037	20/07/98	534674	17/02/99 17/02/09
PURE REQUEST (Telephony)	3890	COLOMBIA	Published	98041370	21/07/98		
PURE REQUEST (Telephony)	3890	MEXICO	Registered	340438	20/07/98	623415	21/09/99 20/07/08
PURE REQUEST (Telephony)	3890	NEW ZEALAND	Registered	295353	17/07/98	295353	17/07/98 21/01/05
PURE REQUEST (Telephony)	3890	UNITED STATES	Registered	75/421059	21/01/98	2240554	20/04/99 20/04/09
PURE REQUEST (Telephony)	3890	VENEZUELA	Pending	011114-99	28/06/99		
PURE REQUEST (Telephony)	3890 E	AUSTRIA	Registered	00885509	17/07/98	00885509	26/06/00 17/07/08
PURE REQUEST (Telephony)	3890 E	BENELUX	Registered	00885509	17/07/98	00885509	26/06/00 17/07/08
PURE REQUEST (Telephony)	3890 E	DENMARK	Registered	00885509	17/07/98	00885509	26/06/00 17/07/08
PURE REQUEST (Telephony)	3890 E	EUROPEAN COMMUN	Registered	00885509	17/07/98	00885509	26/06/00 17/07/08
PURE REQUEST (Telephony)	3890 E	FRANCE	Registered	00885509	17/07/98	00885509	26/06/00 17/07/08
PURE REQUEST (Telephony)	3890 E	GREAT BRITAIN	Registered	00885509	17/07/98	00885509	26/06/00 17/07/08
PURE REQUEST (Telephony)	3890 E	GREECE	Registered	00885509	17/07/98	00885509	26/06/00 17/07/08
PURE REQUEST (Telephony)	3890 E	IRELAND	Registered	00885509	17/07/98	00885509	26/06/00 17/07/08
PURE REQUEST (Telephony)	3890 E	ITALY	Registered	00885509	17/07/98	00885509	26/06/00 17/07/08
PURE REQUEST (Telephony)	3890 E	PORTUGAL	Registered	00885509	17/07/98	00885509	26/06/00 17/07/08
PURE REQUEST (Telephony)	3890 E	SPAIN	Registered	00885509	17/07/98	00885509	26/06/00 17/07/08
PURE REQUEST (Telephony)	3890 E	SWEDEN	Registered	00885509	17/07/98	00885509	26/06/00 17/07/08
SPEECHATTENDANT (Telephony)	3499	AUSTRALIA	Registered	739675	21/07/97	739675	06/11/98 21/07/07
SPEECHATTENDANT (Telephony)	3499	BENELUX	Registered	887273	07/02/97	603521	02/09/97 07/02/07
SPEECHATTENDANT (Telephony)	3499	CANADA	Registered	847983	16/06/97	530431	24/07/00 24/07/15
SPEECHATTENDANT (Telephony)	3499	DENMARK	Registered	02968/1997	12/06/97	03219/1997	25/07/97 25/07/07
SPEECHATTENDANT (Telephony)	3499	FINLAND	Registered	T1997/02408	12/06/97	210062	29/05/98 29/05/08
SPEECHATTENDANT (Telephony)	3499	GREAT BRITAIN	Registered	2135601	12/06/97	2135601	26/12/97 12/06/07
SPEECHATTENDANT (Telephony)	3499	HONG KONG	Registered	8146/97	16/06/97	B 3431/1999	18/03/99 07/02/04
SPEECHATTENDANT (Telephony)	3499	NEW ZEALAND	Registered	278392	17/06/97	278392	26/08/98 07/02/04
SPEECHATTENDANT (Telephony)	3499	NORWAY	Registered	97.4745	16/06/97	190342	30/05/98 30/05/08
SPEECHATTENDANT (Telephony)	3499	SINGAPORE	Registered	T97/07040B	14/06/97	T97/07040B	14/06/97 07/02/07
SPEECHATTENDANT (Telephony)	3499	SOUTH AFRICA	Registered	97/08993	17/06/97	97/08993	03/04/00 17/06/07
SPEECHATTENDANT (Telephony)	3499	UNITED STATES	Registered	75/312832	23/06/97	2240235	20/04/99 20/04/09
SPEECHBLOCKS (Telephony)	3736	BENELUX	Registered	934820	19/03/99	646079	19/03/99 19/03/09
SPEECHBLOCKS (Telephony)	3736	CANADA	Registered	1022359	15/07/99	565120	24/07/02 24/07/17
SPEECHBLOCKS (Telephony)	3736	HONG KONG	Registered	9701/99	26/07/99	B 7473/2000	25/05/00 19/03/06
SPEECHBLOCKS (Telephony)	3736	SINGAPORE	Registered	T99/09827D	08/08/99	T99/09827D	08/08/99 19/03/09
SPEECHBLOCKS (Telephony)	3736	UNITED STATES	Registered	75/803440	20/09/99	2501351	30/10/01 30/10/11
SPEECHBLOCKS (Telephony)	3736 E	AUSTRIA	Registered	001255546	23/07/99	001255546	23/08/00 23/07/09
SPEECHBLOCKS (Telephony)	3736 E	BENELUX	Registered	001255546	23/07/99	001255546	23/08/00 23/07/09
SPEECHBLOCKS (Telephony)	3736 E	DENMARK	Registered	001255546	23/07/99	001255546	23/08/00 23/07/09

BA-2

REEL: 002700 FRAME: 0857

SPEECHBLOCKS (Telephony)	3736 E	EUROPEAN COMMUN	Registered	001255546	23/07/99	001255546	23/08/00	23/07/09
SPEECHBLOCKS (Telephony)	3736 E	FINLAND	Registered	001255546	23/07/99	001255546	23/08/00	23/07/09
SPEECHBLOCKS (Telephony)	3736 E	FRANCE	Registered	001255546	23/07/99	001255546	23/08/00	23/07/09
SPEECHBLOCKS (Telephony)	3736 E	GERMANY	Registered	001255546	23/07/99	001255546	23/08/00	23/07/09
SPEECHBLOCKS (Telephony)	3736 E	GREAT BRITAIN	Registered	001255546	23/07/99	001255546	23/08/00	23/07/09
SPEECHBLOCKS (Telephony)	3736 E	GREECE	Registered	001255546	23/07/99	001255546	23/08/00	23/07/09
SPEECHBLOCKS (Telephony)	3736 E	IRELAND	Registered	001255546	23/07/99	001255546	23/08/00	23/07/09
SPEECHBLOCKS (Telephony)	3736 E	ITALY	Registered	001255546	23/07/99	001255546	23/08/00	23/07/09
SPEECHBLOCKS (Telephony)	3736 E	PORTUGAL	Registered	001255546	23/07/99	001255546	23/08/00	23/07/09
SPEECHBLOCKS (Telephony)	3736 E	SPAIN	Registered	001255546	23/07/99	001255546	23/08/00	23/07/09
SPEECHBLOCKS (Telephony)	3736 E	SWEDEN	Registered	001255546	23/07/99	001255546	23/08/00	23/07/09
SPEECHCONNECT (Telephony)	3553	AUSTRALIA	Registered	751526	19/12/97	751526	01/07/98	19/12/07
SPEECHCONNECT (Telephony)	3553	BENELUX	Registered	897694	17/07/97	612962	02/03/98	17/07/07
SPEECHCONNECT (Telephony)	3553	CANADA	Registered	864570	18/12/97	540975	08/02/01	08/02/16
SPEECHCONNECT (Telephony)	3553	DENMARK	Registered	06294/1997	22/12/97	00648/1998	06/02/98	06/02/08
SPEECHCONNECT (Telephony)	3553	FINLAND	Registered	T1997/04968	29/12/97	215966	15/11/99	15/11/09
SPEECHCONNECT (Telephony)	3553	NEW ZEALAND	Registered	286830	24/12/97	286830	08/01/99	17/07/04
SPEECHCONNECT (Telephony)	3553	NORWAY	Registered	97.10933	29/12/97	204014	10/08/00	10/08/10
SPEECHCONNECT (Telephony)	3553	SINGAPORE	Published	T97/15497E	20/12/97			
SPEECHCONNECT (Telephony)	3553	SOUTH AFRICA	Registered	98/00132	07/01/98	98/00132	04/06/01	07/01/08
SPEECHCONNECT (Telephony)	3553	UNITED STATES	Registered	75/417186	13/01/98	2554462	02/04/02	02/04/12
SPEECHDETECTOR (Telephony)	3911	UNITED STATES	Pending	76/182110	15/12/00			
SPEECHDISTRIBUTOR (Telephony)	3912	BENELUX	Registered	0967353	20/06/00	0672423	01/03/01	20/06/10
SPEECHDISTRIBUTOR (Telephony)	3912	UNITED STATES	Pending	76/182109	15/12/00			
SPEECHFINDER (Telephony)	3791	AUSTRALIA	Rejected	816402	07/12/99		03/04/00	02/07/09
SPEECHFINDER (Telephony)	3791	BENELUX	Registered	0941508	02/07/99	0655876		
SPEECHFINDER (Telephony)	3791	INDIA	Pending					
SPEECHFINDER (Telephony)	3791	UNITED STATES	Registered	75/874977	20/12/99	2492026	25/09/01	25/09/11
SPEECHFREE	3614	BENELUX	Registered	915096	29/04/98	630200	01/12/98	29/04/08
SPEECHKIT (Telephony)	3668	BENELUX	Registered	0923721	25/09/98	0638103	06/05/99	25/09/08
SPEECHKIT (Telephony)	3668	HONG KONG	Registered	1158/99	25/09/98	806063/2000	26/04/00	25/09/05
SPEECHKIT (Telephony)	3668	UNITED STATES	Published	75/648161	24/02/99			
SPEECHKIT (Telephony)	3668 E	AUSTRIA	Registered	001068873	16/02/99	001068873	30/08/00	16/02/09
SPEECHKIT (Telephony)	3668 E	BENELUX	Registered	001068873	16/02/99	001068873	30/08/00	16/02/09
SPEECHKIT (Telephony)	3668 E	DENMARK	Registered	001068873	16/02/99	001068873	30/08/00	16/02/09
SPEECHKIT (Telephony)	3668 E	EUROPEAN COMMUN	Registered	001068873	16/02/99	001068873	30/08/00	16/02/09
SPEECHKIT (Telephony)	3668 E	FINLAND	Registered	001068873	16/02/99	001068873	30/08/00	16/02/09
SPEECHKIT (Telephony)	3668 E	FRANCE	Registered	001068873	16/02/99	001068873	30/08/00	16/02/09
SPEECHKIT (Telephony)	3668 E	GERMANY	Registered	001068873	16/02/99	001068873	30/08/00	16/02/09
SPEECHKIT (Telephony)	3668 E	GREAT BRITAIN	Registered	001068873	16/02/99	001068873	30/08/00	16/02/09
SPEECHKIT (Telephony)	3668 E	GREECE	Registered	001068873	16/02/99	001068873	30/08/00	16/02/09
SPEECHKIT (Telephony)	3668 E	IRELAND	Registered	001068873	16/02/99	001068873	30/08/00	16/02/09
SPEECHKIT (Telephony)	3668 E	ITALY	Registered	001068873	16/02/99	001068873	30/08/00	16/02/09

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SPEECHKIT (Telephony)	3668 E	PORTUGAL	Registered 001068873	16/02/99	001068873	30/08/00	16/02/09
SPEECHKIT (Telephony)	3668 E	SPAIN	Registered 001068873	16/02/99	001068873	30/08/00	16/02/09
SPEECHKIT (Telephony)	3668 E	SWEDEN	Registered 001068873	16/02/99	001068873	30/08/00	16/02/09
SPEECHMANIA (Telephony)	3500	AUSTRALIA	Registered 739674	21/07/97	739674	03/02/98	21/07/07
SPEECHMANIA (Telephony)	3500	BENELUX	Registered 887274	07/02/97	603522	02/09/97	07/02/07
SPEECHMANIA (Telephony)	3500	CANADA	Registered 847984	16/06/97	530445	24/07/00	24/07/15
SPEECHMANIA (Telephony)	3500	DENMARK	Registered 02969/1997	12/06/97	03220/1997	25/07/97	25/07/07
SPEECHMANIA (Telephony)	3500	FINLAND	Registered T1997/02409	12/06/97	210063	29/05/98	29/05/08
SPEECHMANIA (Telephony)	3500	GREAT BRITAIN	Registered 2135586	12/06/97	2135586	16/01/98	12/06/07
SPEECHMANIA (Telephony)	3500	HONG KONG	Registered 8144/97	16/06/97	B 10814/1998	21/10/98	07/02/04
SPEECHMANIA (Telephony)	3500	INDIA	Pending 1050459	08/10/01			
SPEECHMANIA (Telephony)	3500	NEW ZEALAND	Registered 278393	17/06/97	278393	17/12/97	07/02/04
SPEECHMANIA (Telephony)	3500	NORWAY	Registered 97.4744	16/06/97	190341	30/05/98	30/05/08
SPEECHMANIA (Telephony)	3500	SINGAPORE	Registered 7039/97	14/06/97	T97/07039I	14/06/97	07/02/07
SPEECHMANIA (Telephony)	3500	SOUTH AFRICA	Registered 97/08994	17/06/97	97/08994	03/04/00	17/06/07
SPEECHMANIA (Telephony)	3500	UNITED STATES	Registered 75/312838	23/06/97	2240236	20/04/99	20/04/09
SPEECHMODULES (Telephony)	3915	BENELUX	Registered 0967641	22/06/00	0672456	01/03/01	22/06/10
SPEECHMODULES (Telephony)	3915	UNITED STATES	Pending 76/182108	15/12/00			
SPEECHPATH (Telephony)	3792	AUSTRALIA	Registered 816401	07/12/99	816401	10/12/01	07/12/09
SPEECHPATH (Telephony)	3792	BENELUX	Registered 0941509	02/07/99	0654679	01/03/00	02/07/09
SPEECHPATH (Telephony)	3792	HONG KONG	Registered 17555/99	01/12/99	B 3839/2001	30/03/01	02/07/06
SPEECHPATH (Telephony)	3792	INDIA	Pending 1050458	08/10/01			
SPEECHPATH (Telephony)	3792	UNITED STATES	Registered 75/874978	20/12/99	2526678	08/01/02	08/01/12
SPEECHPATH (Telephony)	3792 E	AUSTRIA	Opposed 001426121	14/12/99			
SPEECHPATH (Telephony)	3792 E	BENELUX	Opposed 001426121	14/12/99			
SPEECHPATH (Telephony)	3792 E	DENMARK	Opposed 001426121	14/12/99			
SPEECHPATH (Telephony)	3792 E	EUROPEAN COMMUN	Opposed 001426121	14/12/99			
SPEECHPATH (Telephony)	3792 E	FINLAND	Opposed 001426121	14/12/99			
SPEECHPATH (Telephony)	3792 E	FRANCE	Opposed 001426121	14/12/99			
SPEECHPATH (Telephony)	3792 E	GERMANY	Opposed 001426121	14/12/99			
SPEECHPATH (Telephony)	3792 E	GREAT BRITAIN	Opposed 001426121	14/12/99			
SPEECHPATH (Telephony)	3792 E	GREECE	Opposed 001426121	14/12/99			
SPEECHPATH (Telephony)	3792 E	IRELAND	Opposed 001426121	14/12/99			
SPEECHPATH (Telephony)	3792 E	ITALY	Opposed 001426121	14/12/99			
SPEECHPATH (Telephony)	3792 E	PORTUGAL	Opposed 001426121	14/12/99			
SPEECHPATH (Telephony)	3792 E	SPAIN	Opposed 001426121	14/12/99			
SPEECHPATH (Telephony)	3792 E	SWEDEN	Opposed 001426121	14/12/99			
SPEECHPEARL (Telephony)	3563	AUSTRALIA	Registered 754357	05/02/98	754357	14/08/98	05/02/08
SPEECHPEARL (Telephony)	3563	BENELUX	Registered 900332	03/09/97	616601	06/05/98	03/09/07
SPEECHPEARL (Telephony)	3563	CANADA	Registered 868211	03/02/98	540557	31/01/01	31/01/16
SPEECHPEARL (Telephony)	3563	DENMARK	Registered 00505/1998	30/01/98	01534/1998	27/03/98	27/03/08
SPEECHPEARL (Telephony)	3563	FINLAND	Registered T199800358	29/01/98	212800	15/02/99	15/02/09
SPEECHPEARL (Telephony)	3563	GREAT BRITAIN	Registered 2162109	19/03/98	2162109	04/09/98	19/03/08

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REEL: 002700 FRAME: 0859

SPEECHPEARL (Telephony)	3563	HONG KONG	Registered 1381/98	06/02/98 B 07075/1999	07/06/99	03/09/04
SPEECHPEARL (Telephony)	3563	INDIA	Pending 1050457	08/10/01		
SPEECHPEARL (Telephony)	3563	NEW ZEALAND	Registered 288051	05/02/98 288051	30/07/98	03/09/04
SPEECHPEARL (Telephony)	3563	NORWAY	Registered 98.00888	02/02/98 192608	04/09/98	04/09/08
SPEECHPEARL (Telephony)	3563	SINGAPORE	Registered T98/01154Z	12/02/98 T98/01154Z	12/02/98	03/09/07
SPEECHPEARL (Telephony)	3563	SOUTH AFRICA	Registered 98/01993	12/02/98 98/01993	04/06/01	12/02/08
SPEECHPEARL (Telephony)	3563	UNITED STATES	Registered 75/428415	03/02/98 2452307	22/05/01	22/05/11
SPEECHSOLUTIONS (Telephony)						
SPEECHSOLUTIONS (SPEC. SCHRIJF)	3778	BENELUX	Registered 0939127	31/05/99 0652378	10/01/00	31/05/09
SPEECHSOLUTIONS (SPEC. SCHRIJF)	3778	INDIA	Pending 1050456	08/10/01		
SPEECHSOLUTIONS (SPEC. SCHRIJF)	3778	SINGAPORE	Pending T99/13777F	30/11/99		
SPEECHSOLUTIONS (SPEC. SCHRIJF)	3778	UNITED STATES	Published 75/852253	18/11/99		
SPEECHSOLUTIONS (SPEC. SCHRIJF)	3778	UNITED STATES	Registered 75/852255	18/11/99 2577142	11/06/02	11/06/12
SPEECHSOLUTIONS (SPEC. SCHRIJF)	3778 E	AUSTRIA	Registered 001370600	02/11/99 001370600	16/11/00	02/11/09
SPEECHSOLUTIONS (SPEC. SCHRIJF)	3778 E	BENELUX	Registered 001370600	02/11/99 001370600	16/11/00	02/11/09
SPEECHSOLUTIONS (SPEC. SCHRIJF)	3778 E	DENMARK	Registered 001370600	02/11/99 001370600	16/11/00	02/11/09
SPEECHSOLUTIONS (SPEC. SCHRIJF)	3778 E	EUROPEAN COMMUN	Registered 001370600	02/11/99 001370600	16/11/00	02/11/09
SPEECHSOLUTIONS (SPEC. SCHRIJF)	3778 E	FINLAND	Registered 001370600	02/11/99 001370600	16/11/00	02/11/09
SPEECHSOLUTIONS (SPEC. SCHRIJF)	3778 E	FRANCE	Registered 001370600	02/11/99 001370600	16/11/00	02/11/09
SPEECHSOLUTIONS (SPEC. SCHRIJF)	3778 E	GERMANY	Registered 001370600	02/11/99 001370600	16/11/00	02/11/09
SPEECHSOLUTIONS (SPEC. SCHRIJF)	3778 E	GREAT BRITAIN	Registered 001370600	02/11/99 001370600	16/11/00	02/11/09
SPEECHSOLUTIONS (SPEC. SCHRIJF)	3778 E	GREECE	Registered 001370600	02/11/99 001370600	16/11/00	02/11/09
SPEECHSOLUTIONS (SPEC. SCHRIJF)	3778 E	IRELAND	Registered 001370600	02/11/99 001370600	16/11/00	02/11/09
SPEECHSOLUTIONS (SPEC. SCHRIJF)	3778 E	ITALY	Registered 001370600	02/11/99 001370600	16/11/00	02/11/09
SPEECHSOLUTIONS (SPEC. SCHRIJF)	3778 E	PORTUGAL	Registered 001370600	02/11/99 001370600	16/11/00	02/11/09
SPEECHSOLUTIONS (SPEC. SCHRIJF)	3778 E	SPAIN	Registered 001370600	02/11/99 001370600	16/11/00	02/11/09
SPEECHSOLUTIONS (SPEC. SCHRIJF)	3778 E	SWEDEN	Registered 001370600	02/11/99 001370600	16/11/00	02/11/09
SPEECHXPRT (Telephony)	3732	AUSTRALIA	Registered 800683	16/07/99 800863	17/12/99	16/07/09
SPEECHXPRT (Telephony)	3732	BENELUX	Registered 0933975	09/03/99 0646634	04/10/99	09/03/09
SPEECHXPRT (Telephony)	3732	CANADA	Registered 1022901	20/07/99 564684	15/07/02	15/07/17
SPEECHXPRT (Telephony)	3732	JAPAN	Registered 11-75301	20/08/99 4440110	15/12/00	15/12/10
SPEECHXPRT (Telephony)	3732	UNITED STATES	Allowed 75/786174	26/08/99		
SPEECHXPRT (Telephony)	3732 E	AUSTRIA	Registered 001255413	23/07/99 001255413	23/08/00	23/07/09
SPEECHXPRT (Telephony)	3732 E	BENELUX	Registered 001255413	23/07/99 001255413	23/08/00	23/07/09
SPEECHXPRT (Telephony)	3732 E	DENMARK	Registered 001255413	23/07/99 001255413	23/08/00	23/07/09
SPEECHXPRT (Telephony)	3732 E	EUROPEAN COMMUN	Registered 001255413	23/07/99 001255413	23/08/00	23/07/09
SPEECHXPRT (Telephony)	3732 E	FINLAND	Registered 001255413	23/07/99 001255413	23/08/00	23/07/09
SPEECHXPRT (Telephony)	3732 E	FRANCE	Registered 001255413	23/07/99 001255413	23/08/00	23/07/09
SPEECHXPRT (Telephony)	3732 E	GERMANY	Registered 001255413	23/07/99 001255413	23/08/00	23/07/09
SPEECHXPRT (Telephony)	3732 E	GREAT BRITAIN	Registered 001255413	23/07/99 001255413	23/08/00	23/07/09
SPEECHXPRT (Telephony)	3732 E	GREECE	Registered 001255413	23/07/99 001255413	23/08/00	23/07/09
SPEECHXPRT (Telephony)	3732 E	IRELAND	Registered 001255413	23/07/99 001255413	23/08/00	23/07/09
SPEECHXPRT (Telephony)	3732 E	ITALY	Registered 001255413	23/07/99 001255413	23/08/00	23/07/09
SPEECHXPRT (Telephony)	3732 E	PORTUGAL	Registered 001255413	23/07/99 001255413	23/08/00	23/07/09
SPEECHXPRT (Telephony)	3732 E	SPAIN	Registered 001255413	23/07/99 001255413	23/08/00	23/07/09

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3732 E	SWEDEN	Registered 001255413	23/07/99	001255413	23/08/00	23/07/09
SPEECHPERT (Telephony)						
TALKOVER (Telephony)	BENELUX	Registered 0848992	30/05/95	0573578	01/04/96	30/05/05
TALKOVER (Telephony)	FRANCE	Registered 95588254	15/09/95	95588254	23/02/96	15/09/05
TALKOVER (Telephony)	GERMANY	Registered 395 22 564.7	29/05/95	39522564	08/03/96	31/05/05
TALKOVER (Telephony)	GREAT BRITAIN	Registered 2022285	31/05/95	2022285	02/02/96	31/05/05
TALKOVER (Telephony)	RUSSIA	Registered 95706300	06/06/95	145184	16/08/96	06/06/05
THRU TALK (Telephony)	GERMANY	Drop S 5496079	20/08/92	2041167	26/07/93	20/08/02
THRU TALK (Telephony)	ITALY	Drop 92C/003560	21/09/92	644216	28/02/95	21/09/02
THRU TALK (Telephony)	UNITED STATES	Registered 74/241202	29/01/92	1914094	22/08/95	22/08/05
TOCCATA (Telephony)	BENELUX	Registered 0986604	28/03/01	0683693	01/08/01	28/03/11
TRUEDIALOG (Telephony)	AUSTRALIA	Registered 808538	28/09/99	808538	17/03/00	28/09/09
TRUEDIALOG (Telephony)	BENELUX	Registered 0936996	23/04/99	0649297	01/11/99	23/04/09
TRUEDIALOG (Telephony)	CANADA	Rejected 1030669	30/09/99			
TRUEDIALOG (Telephony)	JAPAN	Registered 11-93397	14/10/99	4447382	19/01/01	19/01/11
TRUEDIALOG (Telephony)	UNITED STATES	Registered 75/820838	12/10/99	2526592	08/01/02	08/01/12
TRUEDIALOG (Telephony)	AUSTRIA	Registered 00133962	30/09/99	00133962	24/10/00	30/09/09
TRUEDIALOG (Telephony)	BENELUX	Registered 00133962	30/09/99	00133962	24/10/00	30/09/09
TRUEDIALOG (Telephony)	DENMARK	Registered 00133962	30/09/99	00133962	24/10/00	30/09/09
TRUEDIALOG (Telephony)	EUROPEAN COMMUN	Registered 00133962	30/09/99	00133962	24/10/00	30/09/09
TRUEDIALOG (Telephony)	FINLAND	Registered 00133962	30/09/99	00133962	24/10/00	30/09/09
TRUEDIALOG (Telephony)	FRANCE	Registered 00133962	30/09/99	00133962	24/10/00	30/09/09
TRUEDIALOG (Telephony)	GERMANY	Registered 00133962	30/09/99	00133962	24/10/00	30/09/09
TRUEDIALOG (Telephony)	GREAT BRITAIN	Registered 00133962	30/09/99	00133962	24/10/00	30/09/09
TRUEDIALOG (Telephony)	GREECE	Registered 00133962	30/09/99	00133962	24/10/00	30/09/09
TRUEDIALOG (Telephony)	IRELAND	Registered 00133962	30/09/99	00133962	24/10/00	30/09/09
TRUEDIALOG (Telephony)	ITALY	Registered 00133962	30/09/99	00133962	24/10/00	30/09/09
TRUEDIALOG (Telephony)	PORTUGAL	Registered 00133962	30/09/99	00133962	24/10/00	30/09/09
TRUEDIALOG (Telephony)	SPAIN	Registered 00133962	30/09/99	00133962	24/10/00	30/09/09
TRUEDIALOG (Telephony)	SWEDEN	Registered 00133962	30/09/99	00122962	24/10/00	30/09/09
TRUEDIALOGUE (Telephony)	INDIA	Pending 1050460	08/10/01			
TRUEDIALOGUE (Telephony)	GERMANY	Registered 397 34 832.0	23/07/97	397 34 832	09/10/97	23/07/07
TRUEDIALOGUE (Telephony)	UNITED STATES	Registered 75/422957	23/01/98	2411038	05/12/00	05/12/10
TRADEMARK	BENELUX	Registered 0848993	30/05/95	0580141	07/11/96	30/05/05
TRADEMARK	FRANCE	Registered 95580936	18/07/95	95580936	18/07/95	18/07/05
TRADEMARK	GERMANY	Registered 395 22 563.9	29/05/95	39522563	08/03/96	31/05/05
TRADEMARK	GREAT BRITAIN	Registered 2022278	31/05/95	2022278	09/04/96	31/05/05
TRADEMARK	RUSSIA	Registered 95706297	06/06/95	146359	30/09/96	06/06/05
TRADEMARK	UNITED STATES	Registered 74/385976	04/05/93	1937442	21/11/95	21/11/05

PURESPEECH
VOICE REQUEST

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REEL: 002700 FRAME: 0861

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Remarks:

For Trademarks with STATUS = Rejected an official office action has been issued.
For Trademarks with STATUS = Ren req the renewal of the registration is not yet completed.
For Trademarks with STATUS = DROP the Business indicated that there is no interest in a renewal of the registration in question
For Trademarks with STATUS = Action the Business indicated that there is an interest in a renewal of the registration in question
Trademarks having a Case Number ending on E are part of the European Community application/registration with the same application/registration number.

RECORDED 03/10/2003

TRADEMARK
REEL: 002700 FRAME: 0862

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