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



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

Tab settings

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

1. Name of conveying party(ies):

Lobby7, Inc.

7.14.03

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

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

3. Nature of conveyance:

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

Execution Date: 5/7/2003

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

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

A. Trademark Application No.(s) 76/101,760

76/316,515

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: Judith R.S. Stern

Internal Address: Bromberg & Sunstein LLP

Street Address: 125 Summer Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Judith R.S. Stern

Name of Person Signing

Judith R.S. Stern

Signature

7/10/03

Date

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

6

08/07/2003 070011 00000143 76101760

01 FC:0521 02 FC:0502

44.00 25.00

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

TRADEMARK REEL: 002797 FRAME: 0153

CONFIRMATORY TRADEMARK ASSIGNMENT

WHEREAS Lobby7, Inc., a Delaware corporation with its principal place of business at 355 Commonwealth Avenue, Boston, Massachusetts 02115 (hereinafter the "Assignor"), was the owner of the trademarks listed on Schedule A attached hereto (the "Marks");

WHEREAS ScanSoft, Inc., a Delaware corporation with its principal place of business at 9 Centennial Drive, Peabody, Massachusetts 01960 (hereinafter the "Assignee"), has acquired the Marks together with the business and the goodwill of the business in connection with which the Marks are used;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, in consideration of the mutual covenants of the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. by that certain Assignment and Assumption Agreement between the parties dated March 31, 2003 and that certain Asset Purchase and Technology Transfer Agreement dated March 31, 2003, Assignor has sold, assigned, and transferred unto Assignee, its successors and assigns, the entire right, title, and interest in and to the Marks including (a) all intellectual property rights in and to the Marks, (b) all trademark applications, registrations, and renewals associated with the Marks, (c) all right to sue for past, present and/or future infringement of the Marks, and (d) all of the goodwill embodied by or associated with the Marks.

2. Any and all goodwill represented by the Marks has been assigned to Assignee, and Assignee is the successor to that portion of the business of the Assignor to which the Marks pertain.

3. Assignor further covenants with Assignee to execute when requested such additional assignments, instruments and documents as may reasonably be necessary to effectuate this agreement and assignment.

IN WITNESS WHEREOF, the said Assignor has hereunder set its hand this

7 day of May, 2003.

LOBBY 7, INC.

By: [Signature]

Name: HUGO BARRA

Title: PRESIDENT

Acknowledgment

On the 7th day of May, 2003, personally appeared before me Hugo Barra, to me known to be the President of Lobby 7, Inc. and acknowledged to me that s/he executed the foregoing instrument on behalf of the corporation as its free act and deed and pursuant to its bylaws.

Kathleen Pollock
(KATHY LEE Pollock)

Notary Public

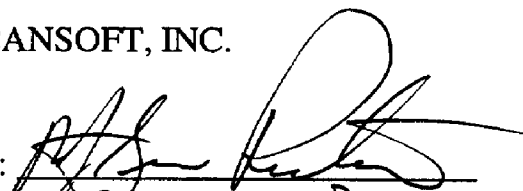
My commission expires: 9/4/09



DECLARATION OF ACCEPTANCE


The above named Assignee, ScanSoft, Inc., hereby declares that, with effect from the 31st day of March, 2003, it accepts the Marks, together with (a) the registrations of, and registration applications for, such Marks, (b) the goodwill of the business associated with and symbolized by the Marks, 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 Marks, or to the registrations thereof or the associated goodwill, in each case as assigned to Assignee by Assignor pursuant to the foregoing Confirmatory Trademark Assignment and the aforementioned Assumption Agreement and Asset Purchase and Technology Transfer Agreement.

SCANSOFT, INC.

By: 
Name: R. J. Sims Preston
Title: Legal Counsel
Date: May 7, 2003

Acknowledgment

On the 7th day of May, 2003, personally appeared before me R. J. Sims Preston, to me known to be the Legal Counsel of ScanSoft, Inc. and acknowledged to me that s/he executed the foregoing instrument on behalf of the corporation as its free act and deed and pursuant to its bylaws.


KATHY LEE POLLOCK

Notary Public

My commission expires: 9/4/09



SCHEDULE A

LOBBY7

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