

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office 2639/390

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.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Netherlands limited liability company

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

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

Execution Date: 1/30/2003

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

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,240,235

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: 1

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

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number: 19-4972

DO NOT USE THIS SPACE

9. Signature: Judith R.S. Stern Name of Person Signing

Signature: Judith R. Stern Date: May 7, 2004

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

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

CH \$40.00 194972 2240235

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.

TRADEMARK

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 COWDIN
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

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 Registrar Name 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
 FINDIT (Telephony) 5202 TAIWAN Pending
 FINDIT (Telephony) 5202 UNITED STATES Pending
 FINDIT (Telephony) 5202 AUSTRIA Pending 002780641 02/07/02
 FINDIT (Telephony) 5202 BENELUX Pending 002780641 02/07/02
 FINDIT (Telephony) 5202 DENMARK Pending 002780641 02/07/02
 FINDIT (Telephony) 5202 EUROPEAN COMMON Pending 002780641 02/07/02
 FINDIT (Telephony) 5202 FINLAND Pending 002780641 02/07/02
 FINDIT (Telephony) 5202 FRANCE Pending 002780641 02/07/02
 FINDIT (Telephony) 5202 GERMANY Pending 002780641 02/07/02
 FINDIT (Telephony) 5202 GREAT BRITAIN Pending 002780641 02/07/02
 FINDIT (Telephony) 5202 GREECE Pending 002780641 02/07/02
 FINDIT (Telephony) 5202 IRELAND Pending 002780641 02/07/02
 FINDIT (Telephony) 5202 ITALY Pending 002780641 02/07/02
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 FINDIT (Telephony) 5202 SPAIN Pending 002780641 02/07/02
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57575
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 LISANI (Telephony) 5123 UNITED STATES Pending 76/376148 25/02/02
 LISANI (Telephony) 5123 AUSTRIA Published 002555746 30/01/02
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 LISANI (Telephony) 5123 EUROPEAN COMMON Published 002555746 30/01/02
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 LISANI (Telephony) 5123 FRANCE Published 002555746 30/01/02
 LISANI (Telephony) 5123 GERMANY Published 002555746 30/01/02
 LISANI (Telephony) 5123 GREAT BRITAIN Published 002555746 30/01/02
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 LISANI (Telephony) 5123 IRELAND Published 002555746 30/01/02
 LISANI (Telephony) 5123 ITALY Published 002555746 30/01/02
 LISANI (Telephony) 5123 PORTUGAL Published 002555746 30/01/02

Final

05/07/2004 14:12 FAX 6174287575
 Y12528:1660975

1 LISANT (Telephony) 5123 E SPAIN Published 002555746 30/01/02
 2 LISANT (Telephony) 5123 E SWEDEN Published 002555746 30/01/02

3 PURE REQUEST (Telephony) 3890 ARGENTINA Pending 2164152 21/07/98
 4 PURE REQUEST (Telephony) 3890 AUSTRALIA Registered 767809 17/07/98 767809 11/12/98 17/07/08
 5 PURE REQUEST (Telephony) 3890 CANADA Published 084818 20/07/98
 6 PURE REQUEST (Telephony) 3890 CHILE Registered 421037 20/07/98 534674 17/02/99 17/02/09
 7 PURE REQUEST (Telephony) 3890 COLOMBIA Published 98041370 21/07/98
 8 PURE REQUEST (Telephony) 3890 MEXICO Registered 340438 20/07/98 623415 21/09/99 20/07/08
 9 PURE REQUEST (Telephony) 3890 NEW ZEALAND Registered 295353 17/07/98 295353 17/07/98 21/01/05
 10 PURE REQUEST (Telephony) 3890 UNITED STATES Registered 75/421059 21/01/98 2240554 20/04/99 20/04/09
 11 PURE REQUEST (Telephony) 3890 VENEZUELA Pending 011114-99 28/06/99
 12 PURE REQUEST (Telephony) 3890 AUSTRIA Registered 000885509 17/07/98 000885509 26/06/00 17/07/08
 13 PURE REQUEST (Telephony) 3890 BENELUX Registered 000885509 17/07/98 000885509 26/06/00 17/07/08
 14 PURE REQUEST (Telephony) 3890 DENMARK Registered 000885509 17/07/98 000885509 26/06/00 17/07/08
 15 PURE REQUEST (Telephony) 3890 EUROPEAN COMMON Registered 000885509 17/07/98 000885509 26/06/00 17/07/08
 16 PURE REQUEST (Telephony) 3890 FRANCE Registered 000885509 17/07/98 000885509 26/06/00 17/07/08
 17 PURE REQUEST (Telephony) 3890 GREAT BRITAIN Registered 000885509 17/07/98 000885509 26/06/00 17/07/08
 18 PURE REQUEST (Telephony) 3890 GREECE Registered 000885509 17/07/98 000885509 26/06/00 17/07/08
 19 PURE REQUEST (Telephony) 3890 IRELAND Registered 000885509 17/07/98 000885509 26/06/00 17/07/08
 20 PURE REQUEST (Telephony) 3890 ITALY Registered 000885509 17/07/98 000885509 26/06/00 17/07/08
 21 PURE REQUEST (Telephony) 3890 PORTUGAL Registered 000885509 17/07/98 000885509 26/06/00 17/07/08
 22 PURE REQUEST (Telephony) 3890 SPAIN Registered 000885509 17/07/98 000885509 26/06/00 17/07/08
 23 PURE REQUEST (Telephony) 3890 SWEDEN Registered 000885509 17/07/98 000885509 26/06/00 17/07/08

24 SPEECHATTENDANT (Telephony) 3499 AUSTRALIA Registered 739675 21/07/97 739675 06/11/98 21/07/07
 25 SPEECHATTENDANT (Telephony) 3499 BENELUX Registered 887273 07/02/97 603521 02/09/97 07/02/07
 26 SPEECHATTENDANT (Telephony) 3499 CANADA Registered 847983 16/06/97 530431 24/07/00 24/07/15
 27 SPEECHATTENDANT (Telephony) 3499 DENMARK Registered 02968/1997 12/06/97 03219/1997 25/07/97 25/07/07

28 SPEECHATTENDANT (Telephony) 3499 FINLAND Registered 71997/02408 12/06/97 210062 29/05/98 29/05/08
 29 SPEECHATTENDANT (Telephony) 3499 GREAT BRITAIN Registered 2135601 12/06/97 2135601 26/12/97 12/06/07
 30 SPEECHATTENDANT (Telephony) 3499 HONG KONG Registered 8146/97 16/06/97 B 3431/1999 18/03/99 07/02/04
 31 SPEECHATTENDANT (Telephony) 3499 NEW ZEALAND Registered 278392 17/06/97 278392 26/08/98 07/02/04
 32 SPEECHATTENDANT (Telephony) 3499 NORWAY Registered 97.4745 16/06/97 190342 30/05/98 30/05/08
 33 SPEECHATTENDANT (Telephony) 3499 SINGAPORE Registered 797/07040B 14/06/97 797/07040B 14/06/97 07/02/07
 34 SPEECHATTENDANT (Telephony) 3499 SOUTH AFRICA Registered 97/08993 17/06/97 97/08993 03/04/00 17/06/07
 35 SPEECHATTENDANT (Telephony) 3499 UNITED STATES Registered 75/312832 23/06/97 2240235 20/04/99 20/04/09

36 SPEECHBLOCKS (Telephony) 3736 BENELUX Registered 934820 19/03/99 646079 19/03/99 19/03/09
 37 SPEECHBLOCKS (Telephony) 3736 CANADA Registered 1023359 15/07/99 565120 24/07/02 24/07/17
 38 SPEECHBLOCKS (Telephony) 3736 HONG KONG Registered 9701/99 26/07/99 B 7473/2000 25/05/00 19/03/06
 39 SPEECHBLOCKS (Telephony) 3736 SINGAPORE Registered 799/09827D 08/08/99 799/09827D 08/08/99 19/03/09
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 41 SPEECHBLOCKS (Telephony) 3736 AUSTRIA Registered 001255546 23/07/99 001255546 23/08/00 23/07/09
 42 SPEECHBLOCKS (Telephony) 3736 BENELUX Registered 001255546 23/07/99 001255546 23/08/00 23/07/09
 43 SPEECHBLOCKS (Telephony) 3736 DENMARK Registered 001255546 23/07/99 001255546 23/08/00 23/07/09

TRADEMARK

REEL: 002849 FRAME: 0437

BA-2

Class	Trademark	Country	Registration No.	Applicant	Priority	Registration Date	Expiry Date
3736 E	SPEECHBLOCKS	EUROPEAN COMMON	001255546	Registered	23/07/99	001255546	23/08/00
3736 E	SPEECHBLOCKS	FINLAND	001255546	Registered	23/07/99	001255546	23/08/00
3736 E	SPEECHBLOCKS	FRANCE	001255546	Registered	23/07/99	001255546	23/08/00
3736 E	SPEECHBLOCKS	GERMANY	001255546	Registered	23/07/99	001255546	23/08/00
3736 E	SPEECHBLOCKS	GREAT BRITAIN	001255546	Registered	23/07/99	001255546	23/08/00
3736 E	SPEECHBLOCKS	GREECE	001255546	Registered	23/07/99	001255546	23/08/00
3736 E	SPEECHBLOCKS	IRELAND	001255546	Registered	23/07/99	001255546	23/08/00
3736 E	SPEECHBLOCKS	ITALY	001255546	Registered	23/07/99	001255546	23/08/00
3736 E	SPEECHBLOCKS	PORTUGAL	001255546	Registered	23/07/99	001255546	23/08/00
3736 E	SPEECHBLOCKS	SPAIN	001255546	Registered	23/07/99	001255546	23/08/00
3736 E	SPEECHBLOCKS	SWEDEN	001255546	Registered	23/07/99	001255546	23/08/00
3553	SPEECHCONNECT	AUSTRALIA	751526	Registered	19/12/97	751526	01/07/98
3553	SPEECHCONNECT	BENELUX	897694	Registered	17/07/97	612962	02/03/98
3553	SPEECHCONNECT	CANADA	864570	Registered	18/12/97	540975	08/02/01
3553	SPEECHCONNECT	DENMARK	06294/1997	Registered	22/12/97	006487/1998	06/02/98
3553	SPEECHCONNECT	FINLAND	71997/04968	Registered	29/12/97	215966	15/11/99
3553	SPEECHCONNECT	NEW ZEALAND	286830	Registered	24/12/97	286830	08/01/99
3553	SPEECHCONNECT	NORWAY	97.10933	Registered	29/12/97	204014	10/08/00
3553	SPEECHCONNECT	SINGAPORE	T97/15497E	Published	20/12/97		
3553	SPEECHCONNECT	SOUTH AFRICA	98/00132	Registered	07/01/98	98/00132	04/06/01
3553	SPEECHCONNECT	UNITED STATES	75/417186	Registered	13/01/98	2554462	02/04/02
3911	SPEECHDETECTOR	UNITED STATES	76/182110	Pending	15/12/00		
3912	SPEECHDISTRIBUTOR	BENELUX	0967353	Registered	20/06/00	0672423	01/03/01
3912	SPEECHDISTRIBUTOR	UNITED STATES	76/182109	Pending	15/12/00		
3791	SPEECHFINDER	AUSTRALIA	816402	Rejected	07/12/99		
3791	SPEECHFINDER	BENELUX	0941508	Registered	02/07/99	0655876	03/04/00
3791	SPEECHFINDER	INDIA		Pending	20/12/99	2492026	25/09/01
3791	SPEECHFINDER	UNITED STATES	75/874977	Registered	29/04/98	630200	01/12/98
3614	SPEECHFREE	BENELUX	915096	Registered	25/09/98	0638103	06/05/99
3668	SPEECHKIT	BENELUX	0923721	Registered	25/09/98	B06063/2000	26/04/00
3668	SPEECHKIT	HONG KONG	1158/99	Registered	25/09/98		25/09/05
3668	SPEECHKIT	UNITED STATES	75/648161	Published	24/02/99		
3668	SPEECHKIT	AUSTRALIA	001068873	Registered	16/02/99	001068873	30/08/00
3668	SPEECHKIT	BENELUX	001068873	Registered	16/02/99	001068873	30/08/00
3668	SPEECHKIT	DENMARK	001068873	Registered	16/02/99	001068873	30/08/00
3668	SPEECHKIT	EUROPEAN COMMON	001068873	Registered	16/02/99	001068873	30/08/00
3668	SPEECHKIT	FINLAND	001068873	Registered	16/02/99	001068873	30/08/00
3668	SPEECHKIT	FRANCE	001068873	Registered	16/02/99	001068873	30/08/00
3668	SPEECHKIT	GERMANY	001068873	Registered	16/02/99	001068873	30/08/00
3668	SPEECHKIT	GREAT BRITAIN	001068873	Registered	16/02/99	001068873	30/08/00
3668	SPEECHKIT	GREECE	001068873	Registered	16/02/99	001068873	30/08/00
3668	SPEECHKIT	IRELAND	001068873	Registered	16/02/99	001068873	30/08/00
3668	SPEECHKIT	ITALY	001068873	Registered	16/02/99	001068873	30/08/00

BA-3

SPERCHKIT	(Telephony)	3668 E	PORTUGAL	Registered	001068873	16/02/99	001068873	30/08/00	16/02/09
SPERCHKIT	(Telephony)	3668 E	SPAIN	Registered	001068873	16/02/99	001068873	30/08/00	16/02/09
SPERCHKIT	(Telephony)	3668 E	SWEDEN	Registered	001068873	16/02/99	001068873	30/08/00	16/02/09

SPERCHMANIA	(Telephony)	3500	AUSTRALIA	Registered	739674	21/07/97	739674	03/02/98	21/07/07
SPERCHMANIA	(Telephony)	3500	BENELUX	Registered	887274	07/02/97	603522	02/09/97	07/02/07
SPERCHMANIA	(Telephony)	3500	CANADA	Registered	847984	16/06/97	530445	24/07/00	24/07/15
SPERCHMANIA	(Telephony)	3500	DENMARK	Registered	02969/1997	12/06/97	03220/1997	25/07/97	25/07/07
SPERCHMANIA	(Telephony)	3500	FINLAND	Registered	71997/02409	12/06/97	210063	29/05/98	29/05/08
SPERCHMANIA	(Telephony)	3500	GREAT BRITAIN	Registered	2135586	12/06/97	2135586	16/01/98	12/06/07
SPERCHMANIA	(Telephony)	3500	HONG KONG	Registered	8144/97	16/06/97	B 10814/1998	21/10/98	07/02/04
SPERCHMANIA	(Telephony)	3500	INDIA	Pending	1050459	08/10/01			

SPERCHMANIA	(Telephony)	3500	NEW ZEALAND	Registered	278393	17/06/97	278393	17/12/97	07/02/04
SPERCHMANIA	(Telephony)	3500	NORWAY	Registered	97.4744	16/06/97	190341	30/05/98	30/05/08
SPERCHMANIA	(Telephony)	3500	SINGAPORE	Registered	7039/97	14/06/97	797/070391	14/06/97	07/02/07
SPERCHMANIA	(Telephony)	3500	SOUTH AFRICA	Registered	97/08994	17/06/97	97/08994	03/04/00	17/06/07
SPERCHMANIA	(Telephony)	3500	UNITED STATES	Registered	75/312838	23/06/97	2240236	20/04/99	20/04/09

SPERCHMODULES	(Telephony)	3915	BENELUX	Registered	0967641	22/06/00	0672456	01/03/01	22/06/10
SPERCHMODULES	(Telephony)	3915	UNITED STATES	Pending	76/182108	15/12/00			

SPERCHPATH	(Telephony)	3792	AUSTRALIA	Registered	816401	07/12/99	816401	10/12/01	07/12/09
SPERCHPATH	(Telephony)	3792	BENELUX	Registered	0941509	02/07/99	0654679	01/03/00	02/07/09
SPERCHPATH	(Telephony)	3792	HONG KONG	Registered	17555/99	01/12/99	B 3839/2001	30/03/01	02/07/06
SPERCHPATH	(Telephony)	3792	INDIA	Pending	1050458	08/10/01			
SPERCHPATH	(Telephony)	3792	UNITED STATES	Registered	75/874978	20/12/99	2526678	08/01/02	08/01/12

SPERCHPATH	(Telephony)	3792 E	AUSTRIA	Opposed	001426121	14/12/99			
SPERCHPATH	(Telephony)	3792 E	BENELUX	Opposed	001426121	14/12/99			
SPERCHPATH	(Telephony)	3792 E	DENMARK	Opposed	001426121	14/12/99			
SPERCHPATH	(Telephony)	3792 E	EUROPEAN COMMON	Opposed	001426121	14/12/99			
SPERCHPATH	(Telephony)	3792 E	FINLAND	Opposed	001426121	14/12/99			
SPERCHPATH	(Telephony)	3792 E	FRANCE	Opposed	001426121	14/12/99			
SPERCHPATH	(Telephony)	3792 E	GERMANY	Opposed	001426121	14/12/99			
SPERCHPATH	(Telephony)	3792 E	GREAT BRITAIN	Opposed	001426121	14/12/99			
SPERCHPATH	(Telephony)	3792 E	GREECE	Opposed	001426121	14/12/99			
SPERCHPATH	(Telephony)	3792 E	IRELAND	Opposed	001426121	14/12/99			
SPERCHPATH	(Telephony)	3792 E	ITALY	Opposed	001426121	14/12/99			
SPERCHPATH	(Telephony)	3792 E	PORTUGAL	Opposed	001426121	14/12/99			
SPERCHPATH	(Telephony)	3792 E	SPAIN	Opposed	001426121	14/12/99			

SPERCHPEARL	(Telephony)	3792 E	SWEDEN	Opposed	001426121	14/12/99			
SPERCHPEARL	(Telephony)	3563	AUSTRALIA	Registered	754357	05/02/98	754357	14/08/98	05/02/08
SPERCHPEARL	(Telephony)	3563	BENELUX	Registered	900332	03/09/97	616601	06/05/98	03/09/07
SPERCHPEARL	(Telephony)	3563	CANADA	Registered	868211	03/02/98	540557	31/01/01	31/01/16
SPERCHPEARL	(Telephony)	3563	DENMARK	Registered	00505/1998	30/01/98	01534/1998	27/03/98	27/03/08
SPERCHPEARL	(Telephony)	3563	FINLAND	Registered	719800358	29/01/98	212800	15/02/99	15/02/09
SPERCHPEARL	(Telephony)	3563	GREAT BRITAIN	Registered	2162109	19/03/98	2162109	04/09/98	19/03/08

SPERCHPEARL	(Telephony)	3792 E	SWEDEN	Opposed	001426121	14/12/99			
SPERCHPEARL	(Telephony)	3563	AUSTRALIA	Registered	754357	05/02/98	754357	14/08/98	05/02/08
SPERCHPEARL	(Telephony)	3563	BENELUX	Registered	900332	03/09/97	616601	06/05/98	03/09/07
SPERCHPEARL	(Telephony)	3563	CANADA	Registered	868211	03/02/98	540557	31/01/01	31/01/16
SPERCHPEARL	(Telephony)	3563	DENMARK	Registered	00505/1998	30/01/98	01534/1998	27/03/98	27/03/08
SPERCHPEARL	(Telephony)	3563	FINLAND	Registered	719800358	29/01/98	212800	15/02/99	15/02/09
SPERCHPEARL	(Telephony)	3563	GREAT BRITAIN	Registered	2162109	19/03/98	2162109	04/09/98	19/03/08

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SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3778	UNITED STATES	Registered	75/852255	18/11/99	2577142	11/06/02	11/06/12
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3778	AUSTRIA	Registered	001370600	02/11/99	001370600	16/11/00	02/11/09
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3778	BENELUX	Registered	001370600	02/11/99	001370600	16/11/00	02/11/09
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3778	DENMARK	Registered	001370600	02/11/99	001370600	16/11/00	02/11/09
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3778	EUROPEAN COMMON	Registered	001370600	02/11/99	001370600	16/11/00	02/11/09
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3778	FINLAND	Registered	001370600	02/11/99	001370600	16/11/00	02/11/09
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3778	FRANCE	Registered	001370600	02/11/99	001370600	16/11/00	02/11/09
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3778	GERMANY	Registered	001370600	02/11/99	001370600	16/11/00	02/11/09
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3778	GREAT BRITAIN	Registered	001370600	02/11/99	001370600	16/11/00	02/11/09
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3778	IRELAND	Registered	001370600	02/11/99	001370600	16/11/00	02/11/09
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3778	ITALY	Registered	001370600	02/11/99	001370600	16/11/00	02/11/09
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3778	PORTUGAL	Registered	001370600	02/11/99	001370600	16/11/00	02/11/09
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3778	SPAIN	Registered	001370600	02/11/99	001370600	16/11/00	02/11/09
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3778	SWEDEN	Registered	800683	16/07/99	800683	17/12/99	16/07/09
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3732	AUSTRALIA	Registered	0933975	09/03/99	0646634	04/10/99	09/03/09
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3732	BENELUX	Registered	1022901	20/07/99	564684	15/07/02	15/07/17
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3732	CANADA	Registered	11-75301	20/08/99	4440110	15/12/00	15/12/10
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3732	JAPAN	Registered	75/786174	26/08/99	001255413	23/08/00	23/07/09
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3732	UNITED STATES	Allowed	001255413	23/07/99	001255413	23/08/00	23/07/09
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3732	AUSTRIA	Registered	001255413	23/07/99	001255413	23/08/00	23/07/09
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3732	BENELUX	Registered	001255413	23/07/99	001255413	23/08/00	23/07/09
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3732	DENMARK	Registered	001255413	23/07/99	001255413	23/08/00	23/07/09
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3732	EUROPEAN COMMON	Registered	001255413	23/07/99	001255413	23/08/00	23/07/09
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3732	FINLAND	Registered	001255413	23/07/99	001255413	23/08/00	23/07/09
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3732	FRANCE	Registered	001255413	23/07/99	001255413	23/08/00	23/07/09
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3732	GERMANY	Registered	001255413	23/07/99	001255413	23/08/00	23/07/09
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3732	GREAT BRITAIN	Registered	001255413	23/07/99	001255413	23/08/00	23/07/09
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3732	GREECE	Registered	001255413	23/07/99	001255413	23/08/00	23/07/09
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3732	IRELAND	Registered	001255413	23/07/99	001255413	23/08/00	23/07/09
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3732	ITALY	Registered	001255413	23/07/99	001255413	23/08/00	23/07/09
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3732	PORTUGAL	Registered	001255413	23/07/99	001255413	23/08/00	23/07/09
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3732	SPAIN	Registered	001255413	23/07/99	001255413	23/08/00	23/07/09

SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3563	HONG KONG	Registered	1381/98	06/02/98	B 07075/1999	07/06/99	03/09/04
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3563	INDIA	Pending	1050457	08/10/01			
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3563	NEW ZEALAND	Registered	288051	05/02/98	288051	30/07/98	03/09/04
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3563	NORWAY	Registered	98-00888	02/02/98	192608	04/09/98	04/09/08
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3563	SINGAPORE	Registered	T98/01154Z	12/02/98	T98/01154Z	12/02/98	03/09/07
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3563	SOUTH AFRICA	Registered	98/01993	12/02/98	98/01993	04/06/01	12/02/08
SPEECHSOLUTIONS (SPEECHSOLUTIONS)	3563	UNITED STATES	Registered	75/428415	03/02/98	2452307	22/05/01	22/05/11

PURE SPEECH
VOICE REQUEST

VPRO	(Telephony)	3892	BENELUX	Registered	0848993	30/05/95	0580141	30/05/05
VPRO	(Telephony)	3892	FRANCE	Registered	95580936	18/07/95	95580936	18/07/05
VPRO	(Telephony)	3892	GERMANY	Registered	395 22 563.9	29/05/95	39522563	08/03/96
VPRO	(Telephony)	3892	GREAT BRITAIN	Registered	2022278	31/05/95	2022278	09/04/96
VPRO	(Telephony)	3892	RUSSIA	Registered	95706597	06/06/95	146359	30/09/96
VPRO	(Telephony)	3892	UNITED STATES	Registered	74/385976	04/05/93	1937442	21/11/95

SPEECHXPRT	(Telephony)	3732 B	SWEDEN	Registered	001255413	23/07/99	001255413	23/08/00
TALKOVER	(Telephony)	3891	BENELUX	Registered	0848992	30/05/95	0573578	30/05/05
TALKOVER	(Telephony)	3891	FRANCE	Registered	95588254	15/09/95	95588254	23/02/96
TALKOVER	(Telephony)	3891	GERMANY	Registered	395 22 564.7	29/05/95	39522564	31/05/05
TALKOVER	(Telephony)	3891	GREAT BRITAIN	Registered	2022285	31/05/95	2022285	02/02/96
TALKOVER	(Telephony)	3891	RUSSIA	Registered	95706300	06/06/95	145184	16/08/96
TALKOVER	(Telephony)	3886	GERMANY	Drop	5 54960/3	20/08/92	2041167	26/07/93
TALKOVER	(Telephony)	3886	ITALY	Drop	92C/003560	21/09/92	644216	28/02/95
TALKOVER	(Telephony)	3886	UNITED STATES	Registered	74/241202	29/01/92	1914094	22/08/95
TOCCATA	(Telephony)	5017	BENELUX	Registered	0986604	28/03/01	0683693	01/08/01
TRUEDIALOG	(Telephony)	3768	AUSTRALIA	Registered	808538	28/09/99	808538	17/03/00
TRUEDIALOG	(Telephony)	3768	BENELUX	Registered	0936996	23/04/99	0649297	01/11/99
TRUEDIALOG	(Telephony)	3768	CANADA	Rejected	1030669	30/09/99		23/04/09
TRUEDIALOG	(Telephony)	3768	JAPAN	Registered	11-93597	14/10/99	4447382	19/01/01
TRUEDIALOG	(Telephony)	3768	UNITED STATES	Registered	75/820838	12/10/99	2526592	08/01/02
TRUEDIALOG	(Telephony)	3768 E	AUSTRIA	Registered	001333962	30/09/99	001333962	30/09/09
TRUEDIALOG	(Telephony)	3768 E	BENELUX	Registered	001333962	30/09/99	001333962	24/10/00
TRUEDIALOG	(Telephony)	3768 E	DENMARK	Registered	001333962	30/09/99	001333962	24/10/00
TRUEDIALOG	(Telephony)	3768 E	EUROPEAN COMMON	Registered	001333962	30/09/99	001333962	30/09/09
TRUEDIALOG	(Telephony)	3768 E	FINLAND	Registered	001333962	30/09/99	001333962	24/10/00
TRUEDIALOG	(Telephony)	3768 E	FRANCE	Registered	001333962	30/09/99	001333962	24/10/00
TRUEDIALOG	(Telephony)	3768 E	GERMANY	Registered	001333962	30/09/99	001333962	30/09/09
TRUEDIALOG	(Telephony)	3768 E	GREAT BRITAIN	Registered	001333962	30/09/99	001333962	24/10/00
TRUEDIALOG	(Telephony)	3768 E	GREECE	Registered	001333962	30/09/99	001333962	30/09/09
TRUEDIALOG	(Telephony)	3768 E	IRELAND	Registered	001333962	30/09/99	001333962	24/10/00
TRUEDIALOG	(Telephony)	3768 E	ITALY	Registered	001333962	30/09/99	001333962	24/10/00
TRUEDIALOG	(Telephony)	3768 E	PORTUGAL	Registered	001333962	30/09/99	001333962	30/09/09
TRUEDIALOG	(Telephony)	3768 E	SPAIN	Registered	001333962	30/09/99	001333962	24/10/00
TRUEDIALOG	(Telephony)	3768 E	SWEDEN	Registered	001333962	30/09/99	001222962	24/10/00
TRUEDIALOG	(Telephony)	3768	INDIA	Pending	1050460	08/10/01		30/09/09
TRUEDIALOG	(Telephony)	DE4394	GERMANY	Registered	397 34 832.0	23/07/97	397 34 832	09/10/97
VOCOCN		DE4394	UNITED STATES	Registered	75/422957	23/01/98	2411038	05/12/00

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.

TRADEMARK

REEL: 002849 FRAME: 0442

RECORDED: 05/07/2004

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