

4/5/02
Form PTO-1595
(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼

04-17-2002



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

To the Honorable Commissioner of Patents and Trademarks

had original documents or copy thereof.

1. Name of conveying party(ies):

L&H Applications USA, Inc.

2. Name and address of receiving party(ies)

Name: KESI Acquisition, Inc.

Internal Address: c/o Mark Dionne

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

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other _____

Street Address: 14 Crosby Drive

City: Bedford State: MA Zip: 01730

Execution Date: 11/14/2001

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 09/398,392

B. Patent No.(s) 6,137,906

Additional numbers attached? ☒ Yes ☐ No

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

Name: Kurzweil Educational Systems, Inc.

Internal Address: c/o Mark Dionne

Street Address: 14 Crosby Drive

City: Bedford State: MA Zip: 01730

6. Total number of applications and patents involved: 14

7. Total fee (37 CFR 3.41).....\$ 560.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Mark S. Dionne

Name of Person Signing

Mark S. Dionne
Signature

March 8, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 7

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

04/16/2002 LNUELLER 00000137 09398392

01 FC:581

560.00 OP

PATENT
REEL: 012775 FRAME: 0559

Additional patent numbers for form PTO-1595 box 4 B:

6,052,663

6,033,224

5,999,903

5,875,428

6,014,464

6,246,791

6,199,042

6,068,487

6,173,264

6,256,610

6,188,779

6,320,982

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT ("Agreement") is entered into as of the 14th day of Nov., 2001, between KESI Acquisition, Inc., a Delaware corporation ("Assignee"), and L&H Applications USA, Inc., a Delaware corporation ("Seller").

WHEREAS Seller and Assignee are parties to a certain Asset Purchase Agreement dated October 5, 2001 (the "Purchase Agreement") relating to the purchase and sale of certain assets used in connection with Seller's Business; and

WHEREAS in furtherance of the purpose of the Purchase Agreement, Seller and Assignee desire that certain patents of Seller be assigned by Seller to Assignee in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, promises and undertakings hereinafter set forth, Seller and Assignee hereby agree as follows:

1. DEFINITIONS. Terms in this Agreement which are capitalized have the meanings set forth below or defined elsewhere in this Agreement or, if not defined herein, shall have the meanings set forth in the Purchase Agreement. All references to Sections or Exhibits in this Agreement, unless expressly herein stated otherwise, are to Sections of and Exhibits attached to this Agreement.

2. ASSIGNMENT OF PATENTS

2.1 Assignment. Seller hereby grants, transfers, assigns, conveys and relinquishes exclusively to Assignee, its successors and assigns forever, the entire title, right, interest, ownership and all subsidiary rights throughout the world in and to the issued patents (and the inventions disclosed therein) listed on Exhibit 1-A attached hereto, the pending patent applications (and the inventions disclosed therein) listed on Exhibit 1-B attached hereto, and the abandoned applications (and the inventions disclosed therein) listed on Exhibit 1-C hereto (collectively as to all such patents, applications and inventions, the "Patents"), including, but not limited to, the following:

- (a) all divisional, continuation, continuation-in-part, substitute, renewal, extension, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries respecting the inventions covered by the Patents;
- (b) the right to sue and recover for any past infringements of the Patents;
- (c) the right to secure letters patent therein in Assignee's own name and to maintain and secure divisionals, continuations, continuations-in-part, renewals, extensions and reissues of such letters patent in the United States or America or any other country; and

(d) the right to determine, in Assignee's sole discretion whether or not any Patent applications or letters Patent shall be preserved and maintained or abandoned.

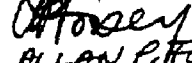
2.2 Further Conveyance Assurances. Seller agrees, upon request by Assignee, to execute and deliver such further conveyance instruments and take such further actions as may be necessary or desirable to confirm, effect, perfect or evidence more fully the transfer of rights conveyed herein.

3. DELIVERY. Seller shall deliver to Assignee complete files regarding the Patents, including, but not limited to, all prior art searches and legal opinions concerning, and all letters patent and patent applications (whether or not filed) (including provisional patent applications) for, the Patents at the Closing of the Purchase Agreement or as soon thereafter as is practicable.

IN WITNESS WHEREOF, Seller and Assignee have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

L&H Applications USA, Inc.
"Seller"

KESI Acquisition, Inc.
"Assignee"

By: 
Name: ALLAN P. FORSEY
Title: VP FINANCE

By:
Name:
Title:

ACKNOWLEDGEMENT

Commonwealth of Massachusetts
County of _____, ss

On this ____ day of _____, 2001, before me personally appeared _____, who acknowledged himself to be the President of _____, a _____ corporation, and acknowledged the foregoing to be his free act and deed on behalf of said corporation, before me.

NOTARY PUBLIC
My Commission Expires _____

(d) the right to determine, in Assignee's sole discretion whether or not any Patent applications or letters Patent shall be preserved and maintained or abandoned.

2.2 Further Conveyance Assurances. Seller agrees, upon request by Assignee, to execute and deliver such further conveyance instruments and take such further actions as may be necessary or desirable to confirm, effect, perfect or evidence more fully the transfer of rights conveyed herein.

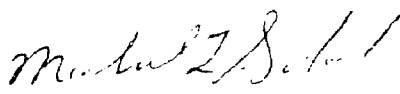
3. DELIVERY. Seller shall deliver to Assignee complete files regarding the Patents, including, but not limited to, all prior art searches and legal opinions concerning, and all letters patent and patent applications (whether or not filed) (including provisional patent applications) for, the Patents at the Closing of the Purchase Agreement or as soon thereafter as is practicable.

IN WITNESS WHEREOF, Seller and Assignee have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

L&H Applications USA, Inc.
"Seller"

KESI Acquisition, Inc.
"Assignee"

By:
Name:
Title:

By: 
Name: MICHAEL L. SOKOL
Title: PRESIDENT & CEO

ACKNOWLEDGEMENT

Commonwealth of Massachusetts
County of _____, ss

On this ____ day of _____, 2001, before me personally appeared _____, who acknowledged himself to be the President of _____, a _____ corporation, and acknowledged the foregoing to be his free act and deed on behalf of said corporation, before me.

NOTARY PUBLIC
My Commission Expires _____

**Exhibit 1-A
Patents**

<u>Patent Number</u>	<u>Patent Title</u>	<u>Date Filed</u>	<u>Date Issued</u>
6,137,906	Closest word algorithm	27-Jun-97	24-Oct-00
6,052,663	Reading system which reads aloud from an image representation of a document	27-Jun-97	18-Apr-00
6,033,224	Reading machine system for the blind having a dictionary	27-Jun-97	07-Mar-00
5,999,903	Reading system having recursive dictionary and talking help menu	27-Jun-97	07-Dec-99
5,875,428	Reading system displaying scanned images with dual highlights	27-Jun-97	23-Feb-99
6,014,464	Compression/ decompression algorithm for image documents having text graphical and color content	21-Oct-97	11-Jan-00
6,246,791	Compression/ decompression algorithm for image documents having text, graphical and color content	17-Sep-99	12-Jun-01
6,199,042	Reading system	19-Jun-98	06-Mar-01
6,068,487	Speller for reading system	20-Oct-98	30-May-00
6,173,264	Reading system displaying scanned images with dual highlighting	15-Dec-98	09-Jan-01
6,256,610	Header/footer avoidance for reading system	30-Dec-98	03-Jul-01
6,188,779	Dual page mode detection	30-Dec-98	13-Feb-01

Exhibit 1-B
Pending Patent Applications

<u>Application Number</u>	<u>Title</u>	<u>Date Filed</u>
09/398,392	Compression/decompression algorithm for image documents having text, graphical and color content	17-Sep-99
09/399,006	Compression/decompression algorithm for image documents having text, graphical and color content	17-Sep-99

6,320,982

Exhibit 1-C
Abandoned Patent Applications

<u>Application</u>	<u>Title Number</u>	<u>Date Filed</u>
08/968,539	Reading System Having Correctable Optical Character Recognition Produced Text	17-Nov-97
09/040,737	Reading System that Reads Documents Aloud	18-Mar-98
09/040,737	Reading System that displays an Enhanced Image Representation	18-Mar-98
09/040,737	Syllabicate Process for Reading System	18-Mar-98
09/224,070	Multi-Language Reading Machine	30-Dec-98
08/968,790	Reading System having a Word Magnifier	12-Nov-97