



04-17-2002

Substitute Form PTO-1595  
Attorney Docket No.: 13865-080001



ET

102058195

Commissioner for Patents: Please record the attached original document(s) or copy(ies).

1. Name of conveying party(ies): L&H Holdings USA, Inc. <i>4-12-02</i> Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): ScanSoft, Inc. 9 Centennial Drive Peabody, MA 01960  Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: 12/12/2001			
4. Application number(s) or patent number(s): If this document is being filed with a new application, the execution date of the application is: A. Patent Application No(s): <u>09/878,173</u> B. Patent No(s):  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name/address of party to whom correspondence concerning document should be mailed: JOHN F. HAYDEN Fish & Richardson P.C. 601 Thirteenth Street, NW Washington, DC 20005		6. Total number of applications/patents involved: 1	
		7. Total fee (37 CFR §3.41): \$40 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to charge Deposit Account.	
		8. Deposit Account No.: 06-1050 Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.	
<b>DO NOT USE THIS SPACE</b>			
9. Statement and Signature: <i>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.</i>			
Diana DiBerardino Reg. No. 45,653 Name of Person Signing		<i>Diana DiBerardino</i> Signature	<i>April 12, 2002</i> Date
Total number of pages including coversheet, attachments and document: 10			

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## PATENT ASSIGNMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of December 12, 2001 by and among, on the one hand, Lernout & Hauspie Speech Products N.V., a corporation organized and existing under the laws of the Kingdom of Belgium ("L&H"), L&H Holdings USA, Inc., a Delaware corporation that is a wholly-owned subsidiary of L&H ("Holdings") and the other corporations listed on Annex A to the Asset Purchase Agreement dated December 7, 2001 (the "Purchase Agreement") (L&H, Holdings and the other corporations listed on Annex A to the Purchase Agreement are each individually referred to herein as "Assignor" and collectively, the "Assignors"), and ScanSoft, Inc., a Delaware corporation ("Assignee"), on the other hand, and is made and delivered pursuant to, and subject to the terms of the Purchase Agreement.

WHEREAS, each applicable Assignor owns the entire right, title and interest in and to the Letters Patents and Patent Applications (hereafter collectively, the "Patents") listed on Schedule A hereto and in and to the inventions disclosed and claimed in the Patents.

WHEREAS, Assignee seeks the entire right, title and interest in and to the Patents and the inventions disclosed and claimed in the Patents.


NOW THEREFORE, be it known that, for good and valuable consideration the receipt of which from Assignee is hereby acknowledged, each applicable Assignor hereby sells, assigns, transfers, and sets over, to Assignee, its lawful successors and assigns, such Assignor's entire right, title, and interest in and to the Patents, the inventions disclosed and claimed in the Patents, and all extensions, renewals and reissues thereof; and each applicable Assignor hereby authorizes and requests the appropriate office governing patents and trademarks to record this Assignment as to each Patent to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, EACH APPLICABLE ASSIGNOR HEREBY further covenants and agrees, without further consideration, to sign and deliver all lawful papers that may be necessary or desirable to perfect the title to any Patent or invention disclosed and claimed therein in Assignee, its successors and assigns, and any reissues, it being understood that any expense incident to the recordal of such patents shall be borne by Assignee, its successors and assigns.

IN TESTIMONY WHEREOF, Assignors have caused execution of this Assignment this \_\_\_ day of December, 2001.

ASSIGNORS

LERNOUT & HAUSPIE SPEECH PRODUCTS N.V.

By:   
Name: J.J. Van der Meer  
Title: curator

\_\_\_\_\_  
Notary Public

ASSIGNEE

SCANSOFT, INC.

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

\_\_\_\_\_  
Notary Public

L&H HOLDINGS USA, INC.

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

\_\_\_\_\_  
Notary Public

INTERACTIVE SYSTEMS, INC.

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

\_\_\_\_\_  
Notary Public

IN TESTIMONY WHEREOF, Assignors have caused execution of this Assignment this \_\_\_ day of December, 2001.

ASSIGNORS

LERNOUT & HAUSPIE SPEECH PRODUCTS N.V.

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

\_\_\_\_\_  
Notary Public

ASSIGNEE

SCANSOFT, INC.

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

\_\_\_\_\_  
Notary Public

L&H HOLDINGS USA, INC.

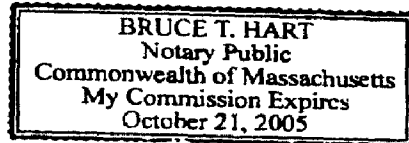
By: *[Signature]*  
Name: Allan Forssey  
Title: VP Finance

*Bruce T Hart*  
Notary Public

INTERACTIVE SYSTEMS, INC.

By: *[Signature]*  
Name: Allan Forssey  
Title: VP Finance

*Bruce T Hart*  
Notary Public



LERNOUT & HAUSPIE SPEECH PRODUCTS USA, INC.

By: [Signature]  
Name: Allan Farsey  
Title: VP Finance

Bruce T Hart  
Notary Public

L&H APPLICATIONS USA, INC.

By: [Signature]  
Name: Allan Farsey  
Title: VP Finance

Bruce T Hart  
Notary Public

LINGUISTIC TECHNOLOGIES, INC.

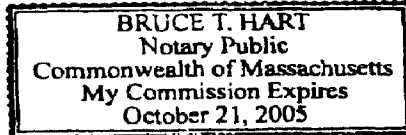
By: [Signature]  
Name: Allan Farsey  
Title: VP Finance

Bruce T Hart  
Notary Public

L&H JAPAN K.K.

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

\_\_\_\_\_  
Notary Public



NY1:#3305624

L&H LINGUISTICS USA, INC.

By: *[Signature]*  
Name: *Alan Brsky*  
Title: *VP Finance*

*Bruce T Hart*  
Notary Public

LERNOUT & HAUSPIE JAPAN INC.

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

\_\_\_\_\_  
Notary Public

BRUCE T. HART  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
October 21, 2005

NY1:#3305624

PATENT  
REEL: 012784 FRAME: 0895

SOANSOTT  
PATENT ASSIGNMENT 1/2

LERNOUT & HAUSPIE SPEECH PRODUCTS USA, INC.

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

\_\_\_\_\_  
Notary Public

L&H APPLICATIONS USA, INC.

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


\_\_\_\_\_  
Notary Public

LINGUISTIC TECHNOLOGIES, INC.

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

\_\_\_\_\_  
Notary Public

L&H JAPAN K.K.

By:   
Name: NORITAKA MURATA  
Title: PRESIDENT

\_\_\_\_\_  
Notary Public

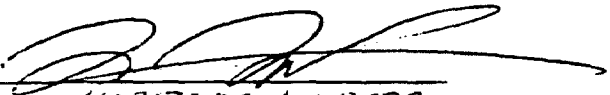
SCANSOFT  
PATENT ASSIGNMENT  
42

L&H LINGUISTICS USA, INC.

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

\_\_\_\_\_  
Notary Public

LERNOUT & HAUSPIE JAPAN INC.

By:   
Name: NORITAKA MURATA  
Title: PRESIDENT

\_\_\_\_\_  
Notary Public



## SCHEDULE A

### I. Text-to-Speech Asset Group

(Owned by Lernout & Hauspie Speech Products N.V., except \*, which is owned by L&H Applications USA, Inc., \*\*, which is owned by Lernout & Hauspie Speech Products USA, Inc., and \*\*\*, which is owned by Linguistic Technologies, Inc., or as otherwise expressly indicated.)

#### A. Patents

09/878,173 Sentence-Level Confidence

US

12-Jun-01

NYI:#3305624

RECORDED: 04/12/2002

PATENT  
REEL: 012784 FRAME: 0899