



07-03-2002

Substitute Form PTO-1595
Attorney Docket No.: 13865-015001

REC



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102142638

Commissioner for Patents. Please record the attached original document(s) or copy(ies).	
1. Name of conveying party(ies): L & H Holdings USA, Inc. 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: 12/12/01	
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): B. Patent No(s): <u>5,799,279</u> 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. 1425 K Street, N.W. 11th Floor Washington, DC 20005-3500	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.
DO NOT USE THIS SPACE	
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 <u>Diana DiBerardino</u> Signature <u>June 27, 2002</u> Date	
Total number of pages including coversheet, attachments and document: 11	

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PATENT ASSIGNMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of December 2, 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 Venter
Title: Director

ASSIGNEE

SCANSOFT, INC.

By: _____
Name: _____
Title: _____

Notary Public

Notary Public

L&H HOLDINGS USA, INC.

By: _____
Name: _____
Title: _____

Notary Public

INTERACTIVE SYSTEMS, INC.

By: _____
Name: _____
Title: _____

Notary Public

NY1: #3305624

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

ASSIGNORS

LERNOU'T & HAUSPIE SPEECH
PRODUCTS N.V.

By: _____
Name: _____
Title: _____

Notary Public

ASSIGNEE

SCANSOFT, INC.

By: _____
Name: _____
Title: _____

Notary Public

L&H HOLDINGS USA, INC.

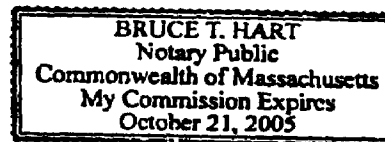
By: *[Signature]*
Name: Allan Forsen
Title: VP Finance

Bruce T Hart
Notary Public

INTERACTIVE SYSTEMS, INC.

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

Bruce T Hart
Notary Public



NY1:W3305624

LERNOUT & HAUSPIE SPEECH PRODUCTS USA, INC.

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

Bruce T Hart
Notary Public

L&H APPLICATIONS USA, INC.

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

Bruce T Hart
Notary Public

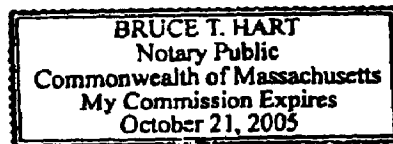
LINGUISTIC TECHNOLOGIES, INC.

By: [Signature]
Name: Allan Fersey
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.

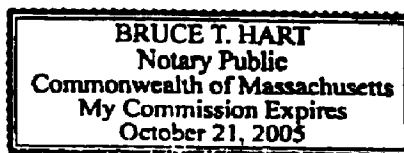
By: *[Signature]*
Name: Alan Bracy
Title: VP Finance

Bruce T Hart
Notary Public

LERNOUT & HAUSPIE JAPAN INC.

By: _____
Name: _____
Title: _____

Notary Public



NY1:#3305624

PATENT
REEL: 013036 FRAME: 0471

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

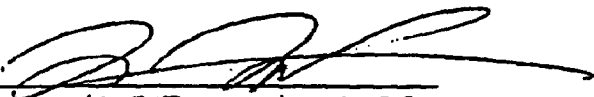
SCANSOFT
PATENT ASSIGNMENT
2/2

L&H LINGUISTICS USA, INC.

By: _____
Name: _____
Title: _____

Notary Public

LERNOUT & HAUSPIE JAPAN INC.

By: 
Name: NORITAKA MUROGA
Title: PRESIDENT

Notary Public

SCHEDULE A

NYI:#3305624

PATENT
REEL: 013036 FRAME: 0474

III. Dragon Speech Processing/Dialog Asset Group

(Owned entirely by L&H Holdings USA, Inc., except†, which is owned by Dragon Systems UK Research & Development Ltd., or except as otherwise expressly indicated.)

5,799,279 Continuous Speech Recognition of
Text and Commands

US 25-Aug-98

NY1:#3305624

RECORDED: 06/27/2002

PATENT
REEL: 013036 FRAME: 0476