

08-21-1998

Atty Ref/Docket No.: 777.113US1



To the Honorable Commissioner of Patents and Tr

100798606

s or copy thereof:

1. Name of conveying party(ies):

VXtreme, Inc
675 Almanor Avenue
Sunnyvale, CA 94086

2. Name and address of receiving party(ies):

Name: Microsoft Corporation

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

Street Address: One Microsoft Way

3. Nature of conveyance:

[X] Assignment

[X] Merger

[] Security Agreement

[] Change of Name

[] Other

City: Redmond State: WA ZIP: 98052-6399

Additional name(s) & address(es) attached? []Yes [X]No

Execution Date:

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)

B. Patent No.(s)

Serial No. 08/885,623, filed June 30, 1997

Additional numbers attached? []Yes [X]No

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

Name: Bradley A. Forrest

Address: Schwegman, Lundberg, Woessner & Kluth, P.A.
P.O. Box 2938
Minneapolis, MN 55402

6. Total number of applications and patents involved: 1

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

[X] Enclosed

[] Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our
Deposit account number: 19-0743

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9. Statement and signature.

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.

Bradley A. Forrest/Reg. No. 30,837

Name of Person Signing

Bradley A. Forrest
Signature

8-11-98

Date

Total number of pages including cover sheet: 7

OMB No. 0651-0011 (exp. 4/94)

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REEL: 9388 FRAME: 0190



SECRETARY OF STATE

OK
5 pages

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this



Bill Jones

Secretary of State

00588239

STATE of WASHINGTON



ENDORSED-FILED
In the office of the Secretary of State
of the State of California

APR 16 1998

SECRETARY of STATE

BILL JONES, Secretary of State

I, RALPH MUNRO, Secretary of State of the State of Washington and custodian of its seal,

hereby certify this certificate that the attached is a true and correct copy of

ARTICLES OF MERGER

of

MICROSOFT CORPORATION

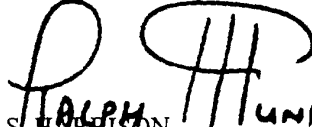
Merging VXTREME, INC. into MICROSOFT CORPORATION

as filed in this office on April 8, 1998.



Date: April 14, 1998

*Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital*


RALPH MUNRO
Ralph Munro, Secretary of State

ARTICLES OF MERGER
OF
VXTREME, INC.,
a California Corporation
INTO
MICROSOFT CORPORATION,
a Washington Corporation

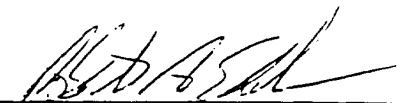
Microsoft Corporation, a Washington corporation ("Surviving Corporation"); and
VXtreme, Inc., a California corporation ("Non-Surviving Corporation"), submit the following
Articles of Merger pursuant to RCW 23B.11.050:

1. The Agreement and Plan of Merger approved by the directors of the Surviving Corporation is attached hereto as Exhibit A.
2. The Agreement and Plan of Merger was duly approved by the directors of the Surviving Corporation pursuant to RCW 23.B.11.030.
3. The approval of the shareholder of Non-Surviving Corporation was obtained pursuant to Section 1201 of the California General Corporation Law. The approval of the shareholder of Surviving Corporation was obtained pursuant to RCW 23B.11.030.

Executed this 2nd day of March, 1998 by the Surviving Corporation.

MICROSOFT CORPORATION,
a Washington corporation

By



Robert A. Eshelman
Assistant Secretary

EXHIBIT A

AGREEMENT AND PLAN OF MERGER
BETWEEN
MICROSOFT CORPORATION,
a Washington Corporation
AND
VXTREME, INC.,
a California Corporation

This Agreement and Plan of Merger made and entered into this 26th day of February, 1998, (the "Plan") between MICROSOFT CORPORATION, a Washington corporation ("Surviving Corporation") and VXTREME, INC., a California corporation ("Non-Surviving Corporation");

RECITALS

1. Surviving Corporation and Non-Surviving corporation and Non-Surviving Corporation are sometimes referred to herein as the "Constituent Corporations."

2. Each of the Constituent Corporations are corporations organized and existing under the laws of the state indicated in the first paragraph of this Plan.

3. The shareholders and directors of each of the Constituent Corporations have deemed it advisable for the mutual benefit of the Constituent Corporations and their respective shareholders that Non-Surviving Corporation be merged into the Surviving Corporation pursuant to the Revised Code of Washington and the California General Corporation Law.

NOW, THEREFORE, in consideration of the premises hereof and the mutual agreements herein contained, and in accordance with the laws of the states of Washington and California, the Constituent Corporations have agreed and do hereby agree that, subject to the terms and conditions hereinafter set forth, (i) Non-Surviving Corporation shall be merged into Surviving Corporation, (ii) the Surviving Corporation shall continue to have the name "Microsoft Corporation" and be governed by the laws of the state of Washington; and (iii) the terms of the Merger, and the mode of carrying them into effect, shall be as follows:

ARTICLE I

The Plan shall become effective upon the filing of the requisite documents with the Secretary of State for Washington and California. The date upon which the Plan shall become effective is herein referred to as the "Effective Date."

ARTICLE II

As used in this Plan, the "Merger" means the merger of Non-Surviving Corporation into Surviving Corporation in accordance with this Plan and the laws of Washington and California.

ARTICLE III

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The Articles of Incorporation of Surviving Corporation as in effect immediately prior to the Effective Date of the Merger shall constitute the "Articles" of the Surviving Corporation within the meaning of Section 23B.01.400(l) of the Revised Code of Washington.

ARTICLE IV

From and after the Effective Date of the Merger, the Bylaws of the Surviving Corporation shall be unchanged until the same thereafter be amended or repealed in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

ARTICLE V

The directors and officers of the Surviving Corporation in office on the Effective Date of the Merger shall remain in office until further removed or resigned.

ARTICLE VI

At the Effective Date of the Merger each outstanding share of the Non-Surviving Corporation shall automatically convert to one share of the Surviving Corporation. It will not be necessary for the shareholder of the Non-Surviving Corporation to exchange existing stock certificates for stock certificates of the Surviving Corporation.

At the Effective Date of the Merger the outstanding shares of the common stock of Non-Surviving Corporation shall be cancelled. The outstanding shares of the common stock of Surviving Corporation, and the certificates representing such shares, shall be unaffected by the Merger.

ARTICLE VII

The effect of the Merger shall be as provided by the applicable provisions of the laws of Washington and California. Without limiting the generality of the foregoing, and subject thereto, at the Effective Date of the Merger: the separate existence of Non-Surviving Corporation shall cease; the Surviving Corporation shall possess all assets and property of every description, and every interest therein, wherever located, and the rights, privileges, immunities, powers, franchises, and authority, of a public as well as a private nature, of all of the Constituent Corporations; all obligations belonging to or due any of the Constituent Corporations shall be vested in and become the obligations of, the Surviving Corporation without further act or deed; title to any real estate or any interest therein vested in any of the Constituent Corporations shall be vested in and become the obligations of the Surviving Corporation without further act or deed; title to any real estate or any interest therein vested in any of the Constituent Corporations shall not revert or in any way be impaired by reason of the Merger; all rights of creditors and all liens upon any property of any of the Constituent Corporations shall be preserved unimpaired; and the Surviving Corporation shall be liable for all the obligations of the Constituent Corporations and any claim existing, or action or proceeding pending, by or against any of the Constituent Corporations may be Prosecuted to judgment with right of appeal, as if the Merger had not taken place.

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If at any time after the Effective Date of the Merger the Surviving Corporation shall consider it to be advisable that any further conveyances, agreements, documents, instruments, and assurances of law or any other things are necessary or desirable to vest, perfect, confirm, or record in the Surviving Corporation the title to any property, rights, privileges, powers, and franchises of the Constituent Corporations or otherwise to carry out the provisions of this Plan, the proper directors and officers of the Constituent Corporations last in office shall execute and deliver, upon the Surviving Corporation's request, any and all proper conveyances, agreements, documents, instruments, and assurances of law, and do all things necessary or proper to vest, perfect, or confirm title to such property, rights, privileges, powers, and franchises in the Surviving Corporation, and otherwise to carry out the provisions of this Plan.

ARTICLE VIII

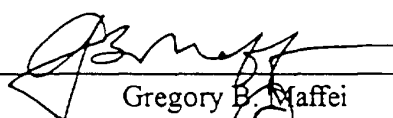
This Plan may be terminated and the Merger abandoned by mutual consent of the directors of the Constituent Corporations at any time prior to the Effective Date of the Merger.

ARTICLE IX

Except as otherwise specifically provided herein, nothing expressed or implied in this Plan is intended, or shall be construed, to confer upon or give any person, firm, or corporation, other than the Constituent Corporations and their respective shareholders, any rights or remedies under or by reason of this Plan.

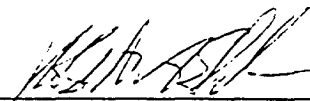
IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be executed as of the date first above written.

MICROSOFT CORPORATION, a
Washington corporation

By 

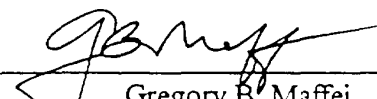
Gregory B. Maffei
Vice President and Chief Financial Officer

ATTEST:




Robert A. Eshelman
Assistant Secretary

VXTREME, INC., a California corporation

By 

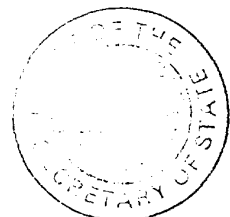
Gregory B. Maffei
President

ATTEST:



Robert A. Eshelman
Secretary

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