

11-04-1998

FORM PTO-1584
01-10-96:CMG

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



Atty Ref/Docket No.: 777.033US1

100867545

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

MRD 10-8-98

1. Name of conveying party(ies):

VXtreme, Inc.

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

Name: Microsoft Corporation

REC'D - 3 PM 2:43
CTR/PATENT

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

Street Address: One Microsoft Way

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

City: Redmond State: WA ZIP: 98052

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

Execution Date: March 2, 1998

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

A. Patent Application Nos.

B. Patent No.(s)

- Serial No. 08/623,299, filed March 28, 1996
- Serial No. 08/884,792, filed June 30, 1997
- Serial No. 08/884,791, filed June 30, 1997
- Serial No. 08/885,159, filed June 30, 1997
- Serial No. 08/884,790, filed June 30, 1997

Additional numbers attached? [X]Yes []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: 34

7. Total fee (37 CFR 3.41): \$1,360.00

- 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

DO NOT USE THIS SPACE

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

Signature

10-2-98

Date

Total number of pages including cover sheet: 8

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

11/03/1998 INQUIRY 00000031 08623299

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1360.00 OP

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

PATENT
REEL: 9550 FRAME: 0128

ication numbers or patent numbers (Continued):

A. Patent Application Nos.

Serial No. 08/826,480, filed March 27, 1997
Serial No. 08/818,826, filed March 14, 1997
Serial No. 08/818,127, filed March 14, 1997
Serial No. 08/826,345, filed March 25, 1997
Serial No. 08/887,975, filed July 3, 1997
Serial No. 08/887,951, filed July 3, 1997
Serial No. 08/822,156, filed March 14, 1997
Serial No. 08/819,507, filed March 14, 1997
Serial No. 08/819,586, filed March 14, 1997
Serial No. 08/818,769, filed March 14, 1997
Serial No. 08/841,835, filed May 5, 1997
Serial No. 08/841,838, filed May 5, 1997
Serial No. 08/865,788, filed May 30, 1997
Serial No. 08/869,082, filed June 4, 1997
Serial No. 08/876,139, filed June 13, 1997
Serial No. 08/887,754, filed July 3, 1997
Serial No. 08/897,217, filed July 14, 1997
Serial No. 08/895,256, filed July 15, 1997
Serial No. 08/893,293, filed July 15, 1997
Serial No. 08/909,202, filed August 11, 1997
Serial No. 08/884,767, filed June 30, 1997
Serial No. 08/625,650, filed March 29, 1996
Serial No. 08/714,447, filed March 17, 1997
Serial No. 08/888,422, filed July 7, 1997
Serial No. 08/855,246, filed May 13, 1997
Serial No. 08/855,245, filed May 13, 1997
Serial No. 08/885,623, filed June 30, 1997
Serial No. 08/885,011, filed June 30, 1997
Serial No. 08/956,871, filed October 23, 1997

B. Patent No.(s)

State of California

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

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 H. Munro
RALPH H. MUNRO

Ralph Munro, Secretary of State

PATENT

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

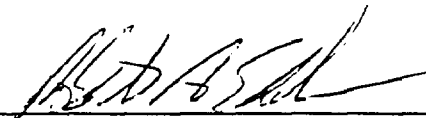
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1998

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

Check - \$60.00 on 04/08/1998 - 1380094

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

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.

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

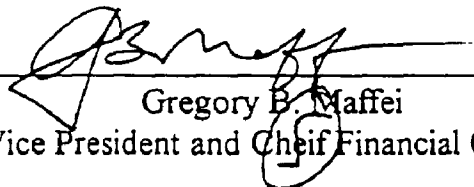
This Plan may be terminated and the Merger abandoned by mutual consent of the directors of the Constituent Corporations at any time prior to the Effective Date of the Merger.

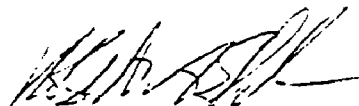
ARTICLE IX

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.

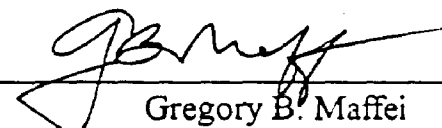
IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be executed as of the date first above written.

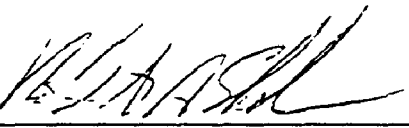
MICROSOFT CORPORATION, a
Washington corporation

By 
Gregory B. Maffei
Vice President and Chief Financial Officer

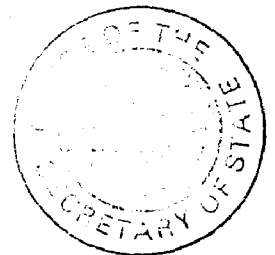
ATTEST: 
Robert A. Eshelman
Assistant Secretary

VXTREME, INC., a California corporation

By 
Gregory B. Maffei
President

ATTEST: 
Robert A. Eshelman
Secretary

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

<u>Docket No.:</u>	<u>Serial No.:</u>	<u>Docket No.:</u>	<u>Serial No.:</u>
777.033US1	08/623,299	777.058US1	08/865,788
777.033US2	08/884,792	777.059US1	08/869,082
777.033US3	08/884,791	777.060US1	08/876,139
777.033US4	08/885,159	777.061US1	08/887,754
777.033US5	08/884,790	777.062US1	08/897,217
777.034US1	08/826,480	777.063US1	08/895,256
777.035US1	08/818,826	777.064US1	08/893,293
777.036US1	08/818,127	777.101US1	08/909,202
777.037US1	08/826,345	777.103US1	08/884,767
777.038US1	08/887,975	777.104US1	08/625,650
777.039US1	08/887,951	777.105US1	08/714,447
777.040US1	08/822,156	777.105US2	08/888,422
777.044US1	08/819,507	777.106US1	08/855,246
777.045US1	08/819,586	777.108US1	08/855,245
777.046US1	08/818,769	777.113US1	08/885,623
777.056US1	08/841,835	777.114US1	08/885,011
777.057US1	08/841,838	777.117US1	08/956,871

Attn: Box Assignment
Hon. Commissioner for Patents and Trademarks
Washington, D.C. 20231

We are transmitting herewith the attached:

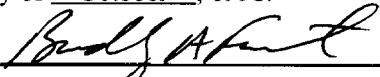
- An Articles of Merger of the inventions to Microsoft Corporation (6 pgs.) and Recordation Form Cover Sheet (2 pgs.).
- A check in the amount of \$1,360.00 to cover the Recording Fees.
- A return postcard.

Other: ____.

Please charge any additional required fees or credit overpayment to Deposit Account No. 19-0743.

CERTIFICATE UNDER 37 CFR 1.8: The undersigned hereby certifies that this Transmittal Letter and the paper, as described above, are being deposited in the United States Postal Service, as first class mail, in an envelope addressed to: Attn: Box Assignment, Hon. Commissioner for Patents and Trademarks, Washington, D.C. 20231, on this 2nd day of October, 1998.

SCHWEGMAN, LUNDBERG, WOESSNER & KLUTH, P.A.
P.O. Box 2938, Minneapolis, MN 55402 (612-373-6900)

By: 
Name: Bradley A. Forrest
Reg. No. 30,837
BAF:CMG:tmp