

04-23-2003



DOCUMENT ID NO.: 102296981

Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

102427905 PATENTS ONLY

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

Tab settings

Handwritten initials 'RG' and a checkmark

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

1. Name of conveying party(ies):

Boyd C. Multerer (8/15/2000) Tom A. Cox (8/21/2000) Eric W. Nace (8/21/2000) Michelle M. Rowe

Handwritten date: 4-14-03

2. Name and address of receiving party(ies)

Name: Microsoft Corporation

Internal Address:

Street Address: One Microsoft Way

City: Redmond State: WA Zip: 98052

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Employee Agreement (M. Rowe)

Execution Date: 8/28/95; 8/15/00; 8/18/00; 8/21/00; 8/28/00

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

4. Application number(s) or patent number(s): 09/626,710

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)

Additional numbers attached? Yes No

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

Name: Daniel L. Hayes, Reg. No. 34,618

Internal Address: Lee & Hayes, PLLC

Street Address: 421 West Riverside Avenue

Suite 500

City: Spokane State: WA Zip: 99201

6. Total number of applications and patents involved: 1

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

- Enclosed Authorized to be charged to deposit account

FEE PAID PREVIOUSLY

8. Deposit account number: 12-0769

(Attach duplicate copy of this page if paying by deposit account)

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.

Daniel L. Hayes, Reg. No. 34,618

Name of Person Signing

Handwritten signature and date: Daniel L. Hayes 4/14/03

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 10

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

PATENT REEL: 013975 FRAME: 0666

Recordation Form Cover Sheet - Page 2
Attorney Docket # MS1-533US
Application # 09/626,710

Additional names of conveying parties:

Matthew C. Odhner (8/18/2000)
Michael W. Thomas (8/28/2000)

1 **IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

2 Serial Number.....09/626,710
3 Filing Date7/27/00
4 Inventorship.....Multerer et al.
5 Applicant.....Microsoft Corporation
6 Attorney's Docket No.MSI-533US
7 Title: Server Stress-Testing Response Verification

8 **PATENT ASSIGNMENT**

9 **PARTIES TO THE ASSIGNMENT**

10 Assignor(s):

11 Boyd C. Multerer
12 4325 Densmore Ave. N.
13 Seattle, WA 98103

14 Tom A. Cox
15 8242 NE 143 Place
16 Bothell, WA 98011

17 Eric W. Nace
18 670 Knightsbridge
19 Fairbanks, AK 99709

20 Michelle M. Rowe
21 855 CR 101
22 Hesperus, CO 81326

23 Matthew C. Odhner
24 14919 NE 147th
25 Woodinville, WA 98072

 Michael W. Thomas
 1134 166th Ave. SE
 Bellevue, WA 98008

Assignee:

 Microsoft Corporation
 Corporation in the State of Washington
 One Microsoft Way
 Redmond, WA 98052

AGREEMENT

1 WHEREAS, ASSIGNOR(S) (listed above) are inventor(s) of an invention
2 entitled "Server Stress-Testing Response Verification," as described and claimed
3 in the specification forming part of an application for United States letters patent
4 referenced above;

5 WHEREAS, Microsoft Corporation (hereinafter referred to as
6 ASSIGNEE), a corporation of the State of Washington having a place of business
7 at One Microsoft Way, Redmond, WA 98052, is desirous of acquiring the entire
8 right, title and interest in and to the invention and in and to any letters patent that
9 may be granted therefor in the United States and in any and all foreign countries;

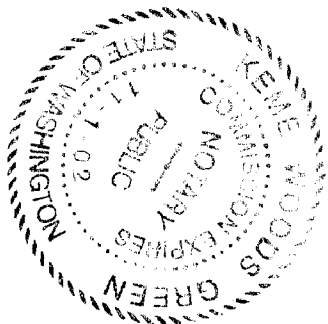
10 NOW, THEREFORE, in exchange for good and valuable consideration, the
11 receipt of which is hereby acknowledged, ASSIGNOR(S) hereby sell, assign and
12 transfer unto ASSIGNEE, the entire right, title and interest in and to said
13 invention, said application and any and all letters patent which may be granted for
14 said invention in the United States of America and its territorial possessions and in
15 any and all foreign countries, and in any and all divisions, reissues and
16 continuations thereof, including the right to file foreign applications directly in the
17 name of ASSIGNEE and to claim priority rights deriving from said United States
18 application to which said foreign applications are entitled by virtue of international
19 convention, treaty or otherwise, said invention, application and all letters patent on
20 said invention to be held and enjoyed by ASSIGNEE and its successors and
21 assigns for their use and benefit and of their successors and assigns as fully and
22 entirely as the same would have been held and enjoyed by ASSIGNOR(S) had this
23 assignment, transfer and sale not been made. ASSIGNOR(S) hereby authorize
24 and request the Commissioner of Patents and Trademarks to issue all letters patent
25 on said invention to ASSIGNEE. ASSIGNOR(S) agree to execute all instruments

1 and documents required for the making and prosecution of applications for United
2 States and foreign letters patent on said invention, for litigation regarding said
3 letters patent, or for the purpose of protecting title to said invention or letters
4 patent therefor.

5 August 15, 2000 Boyd C. Multerer
6 Date Signature
7

8 State of Washington)
9 County of King) ss.

10 I certify that I know or have satisfactory evidence that Boyd C. Multerer is the
11 person who appeared before me, and said person acknowledged that he or she signed
this instrument and acknowledged it to be his or her free and voluntary act for the
uses and purposes mentioned in the instrument.



12 Dated 8/15/00

13 Signature of Keme Wood Green
14 Notary Public

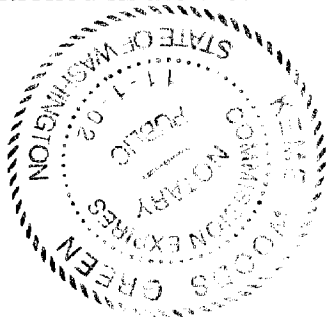
15 My appointment expires 11/1/02

8/21/00
Date

Tom A. Cox
Tom A. Cox

State of Washington)
County of King) ss.

I certify that I know or have satisfactory evidence that Tom A. Cox is the person who appeared before me, and said person acknowledged that he or she signed this instrument and acknowledged it to be his or her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated 8/21/00

Signature of Notary Public [Signature]

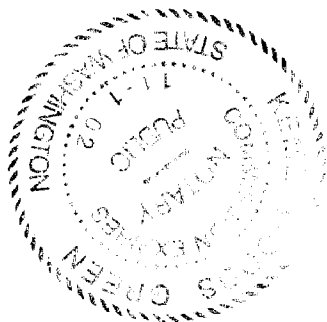
My appointment expires 11/1/02

8/21/00
Date

Eric W. Nace
Eric W. Nace

State of Alaska)
County of) ss.

I certify that I know or have satisfactory evidence that Eric W. Nace is the person who appeared before me, and said person acknowledged that he or she signed this instrument and acknowledged it to be his or her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated 8/21/00

Signature of Notary Public [Signature]

My appointment expires 11/1/02

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8/28/2000
Date

Michael W. Thomas
Michael W. Thomas

State of Washington)
)
County of King)

ss.

I certify that I know or have satisfactory evidence that Michael W. Thomas is the person who appeared before me, and said person acknowledged that he or she signed this instrument and acknowledged it to be his or her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated 8/28/00

Signature of Notary Public Keme Woods

My appointment expires 11/1/2002

**MICROSOFT CORPORATION
EMPLOYEE NON-DISCLOSURE AGREEMENT**

1. **General.** As an employee of MICROSOFT CORPORATION, a Washington U.S.A. corporation ("MICROSOFT"), and in consideration of the compensation now and hereafter paid to me, I will devote my best efforts to furthering the best interests of MICROSOFT. During my employment I will not engage in any activity or investment (other than an investment of less than .01% of the shares of a company traded on registered stock exchange), that (a) conflicts with MICROSOFT's business interests, (b) occupies my attention so as to interfere with the proper and efficient performance of my duties at MICROSOFT, or (c) interferes with the independent exercise of my judgment in MICROSOFT's best interests.

2. **Non-Disclosure.** At all times during my employment and thereafter I will not disclose to anyone outside MICROSOFT nor use for any purpose other than my work for MICROSOFT a) any confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of MICROSOFT, including without limitation, concepts, techniques, processes, methods, systems, designs, circuits, cost data, computer programs, formulas, development or experimental work, work in progress, customers and suppliers, or b) any information MICROSOFT has received from others which MICROSOFT is obligated to treat as confidential or proprietary. I will also not disclose any confidential or proprietary information to anyone inside MICROSOFT except on a "need-to-know" basis. If I have any questions as to what comprises such confidential or proprietary information or trade secrets, or to who if anyone it may be disclosed, I will consult with my manager.

3. **Assignment of Inventions.** I will make prompt and full disclosure to MICROSOFT, will hold in trust for the sole benefit of MICROSOFT, and will assign exclusively to MICROSOFT all my right, title, and interest in and to any and all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that I, solely or jointly, may conceive, develop, or reduce to practice during the period of time I am in the employ of MICROSOFT. I hereby waive and quitclaim to MICROSOFT any and all claims of any nature whatsoever that I now or hereafter may have for infringement of any patent resulting from any patent applications for any Inventions so assigned to MICROSOFT.

My obligation to assign shall not apply to any Invention about which I can prove that:

- a) it was developed entirely on my own time; and
- b) no equipment, supplies, facility, services, or trade secret information of MICROSOFT was used in its development; and
- c) it does not relate (i) directly to the business of MICROSOFT or (ii) to the actual or demonstrably anticipated research or development of MICROSOFT; and
- d) it does not result from any work performed by me for MICROSOFT.

I will assign to MICROSOFT or its designee all my right, title, and interest in and to any and all Inventions full title to which may be required to be in the United States by any contract between MICROSOFT and the United States or any of its agencies.

4. **Excluded and Licensed Inventions.** I have attached hereto a list describing all Inventions belonging to me and made by me prior to my employment with MICROSOFT that I wish to have excluded from this Agreement. If no such list is attached, I represent that there are no such Inventions. If in the course of my employment at MICROSOFT, I use in or incorporate into or permit MICROSOFT to use in or incorporate into a released or unreleased MICROSOFT product, program, process, or machine, an Invention owned by me or in which I have an interest, MICROSOFT is hereby granted and shall have an exclusive royalty-free, irrevocable, worldwide license to make, have made, use, and sell that Invention without restriction as to the extent of my ownership or interest.

5. **Applications for Copyrights and Patents.** I will execute any proper oath or verify any proper document in connection with carrying out the terms of this Agreement. If, because of my mental or physical incapacity or for any other reason whatsoever, MICROSOFT is unable to secure my signature to apply for or to pursue any application for any United States or foreign patent or copyright covering Inventions assigned to MICROSOFT as stated above, I hereby irrevocably designate and appoint MICROSOFT and its duly authorized officers and agents as my agent and attorney in fact, to act for me and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of U.S. and foreign patents and copyrights thereon with the same legal force and effect as if executed by me. I will testify at MICROSOFT's request and expense in any interference, litigation, or other legal proceeding that may arise during or after my employment.

6. **Third Party Information.** I recognize that MICROSOFT has received and will receive confidential or proprietary information from third parties subject to a duty on MICROSOFT's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I will not use or disclose such confidential or proprietary information except as necessary in carrying out my work for MICROSOFT and consistent with MICROSOFT's agreement with such third party.

7. **Prior Employer Information.** During my employment at MICROSOFT I will not use improperly or disclose any confidential or proprietary information or trade secrets of my former or current employers, principals, partners, co-venturers, clients, customers, or suppliers of the vendors or customers of such persons or entities and I will not bring onto the premises of

MICROSOFT any unpublished document or any property belonging to any such persons or entities without their consent. I will not violate any non-disclosure or proprietary rights agreement I might have signed in connection with any such person or entity.

8. Term of Employment. I acknowledge that my employment will be of indefinite duration and that either MICROSOFT or I will be free to terminate this employment relationship at will and at any time with or without cause. I also acknowledge that any representations to the contrary are unauthorized and void, unless contained in a formal written employment contract signed by an officer of MICROSOFT.

9. Return of Materials. At the time I leave the employ of MICROSOFT, I will return to MICROSOFT all papers, drawings, notes, memoranda, manuals, specifications, designs, devices, documents, diskettes and tapes, and any other material on any media containing or disclosing any confidential or proprietary technical or business information. I will also return any keys, pass cards, identification cards or other property belonging to MICROSOFT.

10. Non-Competition. For a period of one year after termination of my employment, I will not accept employment or engage in activities directly or indirectly competitive with products (including actual or demonstrably anticipated research or development) on which I worked or about which I learned proprietary or confidential or trade secret information while employed at MICROSOFT.

11. Non-Solicitation. While employed at MICROSOFT and for a period of one year from the termination of my employment I will not induce or attempt to influence directly or indirectly any employee of MICROSOFT to terminate his employment with MICROSOFT or to work for me or any other person or entity.

12. Reimbursement. I hereby authorize MICROSOFT to withhold from any monies due to me from MICROSOFT at or following the time of termination of my employment (including without limitation salary, bonus, commissions, expense reimbursement, ESPP refunds, etc.) any amounts which I owe to MICROSOFT (including without limitation amounts for personal expenses charged to my AMEX or other credit cards, phone cards, cash advances, etc.). Further, MICROSOFT may condition the exercise of any stock options by requiring me to simultaneously sell a sufficient number of shares to generate cash required to repay any such amounts owed to MICROSOFT.

13. Personal Property. I agree that MICROSOFT will not be responsible for loss of, disappearance, or damage to personal property on MICROSOFT premises, or if applicable, on residential premises subsidized by MICROSOFT (including apartments or temporary housing). I hereby release, discharge, and hold MICROSOFT harmless from any and all claims relating to loss of, disappearance, or damage to such personal property.

14. Equitable Relief. I acknowledge that any violation of this Agreement by me will cause irreparable injury to MICROSOFT, and MICROSOFT shall be entitled to extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions, and permanent injunctions, without the necessity of posting bond or security.

15. Attorneys' Fees. If court proceedings are required to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorneys' fees.

16. Entire Agreement. I agree that this Agreement shall be governed for all purposes by the laws of the State of Washington as such law applies to contracts to be performed within Washington by residents of Washington and that venue for any action arising out of this Agreement shall be properly laid in King County, Washington or in the Federal District Court for the Western District of Washington. If any provision of this Agreement shall be declared excessively broad, it shall be construed so as to afford MICROSOFT the maximum protection permissible by law. If any provision of this Agreement is void or is so declared, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. This Agreement sets forth the entire Agreement of the parties as to my employment at MICROSOFT and any representations, promises, or conditions in connection therewith not in writing and signed by both parties shall not be binding upon either party. The terms and conditions of this Agreement shall survive termination of my employment.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, I have signed my name this 28th day of AUGUST, 1995

Michelle Rowe
Signature

Michelle Rowe
Name (Print)

Inventions listed on attached: Yes No

Craig Hensley
MICROSOFT Corporation Witness