


FORM PTO-1595		RECORDATION FORM COVER SHEET		U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office	
PATENTS ONLY					
To The Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying parties:  VADEM  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies)  Name: MICROSOFT CORPORATION  Internal Address: _____  _____  Street Address: One Microsoft Way  City: Redmond State: Washington Zip: 98052  Additional name(s) & address(es) 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 Dates: August 13, 1999					
4. Application number(s) or patent number(s):  Application No. 08/216,752 ----- Patent No. 5,467,407  A. Patent Application No.(s)		B. Patent No.(s)  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: Albert S. Michalik  Internal Address: 2683/158263.3  Company Name: Law Offices of Albert S. Michalik, PLLC  Street Address: 704 - 228 <sup>th</sup> Avenue N.E., Suite 193  City: Sammamish State: WA ZIP: 98074		6. Total number of applications and patents involved: 1  7. Total Fee (37 CFR 3.41).....\$40.00  <input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to credit card  8. Deposit account number:			
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>  Albert S. Michalik Printed Name of Person Signing		 Signature  Date: November 12, 2004  Total number of pages including cover sheet, attachments, and document: 7			

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

**Commissioner of Patents and Trademarks**  
**Box Assignments**  
**Alexandria, VA 22313-1450**

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**PATENT**  
**REEL: 015392 FRAME: 0936**

OP \$40.00 08216752

## EXHIBIT 1.6.1

## FORM OF ASSIGNMENT, LICENSE AND BILL OF SALE

THIS ASSIGNMENT, LICENSE, AND BILL OF SALE (this "Assignment, License and Bill of Sale") is delivered pursuant to that certain Asset Purchase Agreement, dated as of August 13, (the "APA"), by and among Microsoft Corporation, a Washington corporation ("Microsoft") and Vadem, Ltd., a California corporation ("Company"). The terms and provisions of the APA shall apply to this Assignment, License and Bill of Sale. All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the APA.

## RECITALS

A. Under the APA, Company agreed to sell to Microsoft and Microsoft agreed to acquire from Company certain assets and rights of Company pertaining to the Acquired Assets.

B. In connection with the transactions contemplated by the APA, Company agreed to assign certain assets and rights pertaining to the Acquired Assets to Microsoft.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Company hereby agree as follows:

## 1. Sale and Assignment; License

Company hereby sells, conveys, transfers, assigns and delivers to Microsoft all right, title and interest in and to the Acquired Assets owned by Company (exclusive of those Acquired Assets specifically designated on Schedule 1.1 of the APA as "Licensed Acquired Assets"), including without limitation the those patents, patent applications, trademarks, trademark applications, copyrights, and copyright registrations described on the Company Disclosure Schedule, free and clear of all liens, claims, charges and encumbrances.

Company hereby grants Microsoft, without restriction or encumbrance, a worldwide, nonexclusive, perpetual, irrevocable, royalty free, fully paid up license: (i) to make, use, copy, modify, create derivative works based upon the Acquired Assets not owned by Company, (ii) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of such Acquired Assets not owned by Company (and derivative works thereof), and (iii) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties.

Company hereby grants Microsoft, without restriction or encumbrance, a worldwide, nonexclusive, perpetual, irrevocable, royalty free, fully paid up license: (i) to make, use, copy, modify, create derivative works based upon those Acquired Assets specifically designated in Schedule 1.1 as "Licensed Acquired Assets", whether owned by Company or not, (ii) to publicly

Company Microsoft 

perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of such Acquired Assets specifically designated in Schedule 1.1 as "Licensed Acquired Assets" (and derivative works thereof), and (iii) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties.

## 2. Company's Consent

The Company hereby covenants and agrees that it will, at the reasonable request of Microsoft, execute and deliver, and will cause to be executed and delivered, such further instruments of sale, transfer, conveyance and assignment and take such other action as may reasonably be required to more effectively sell, transfer, convey, assign and deliver to, and vest in, Microsoft, its successors and assigns title to and possession of the assets hereby sold, transferred, conveyed, assigned and delivered, and to put Microsoft in actual possession and operating control thereof, and to more effectively perfect, document, and record the same.

## 3. Attorney-in-Fact

Company hereby irrevocably constitutes and appoints Microsoft, and its successors and assigns, as its attorney-in-fact, with full power of substitution, in its name or otherwise, on behalf of Company for Microsoft's use, to claim, demand, collect and receive at any time and from time to time any and all assets, properties, claims, accounts and other rights, tangible or intangible, real, personal or mixed sold, transferred, conveyed, assigned and delivered under this Assignment, License and Bill of Sale.

## 4. APA

The Company, by its execution of this Assignment, License and Bill of Sale, and Microsoft by its acceptance and consent to the form of this Assignment, License and Bill of Sale, each hereby acknowledge and agree that:

(a) The terms and provisions of the APA shall apply to this Assignment and Bill of Sale, and the terms and conditions of this Assignment shall be construed consistently therewith; and

(b) Neither the representations and warranties nor the rights (including indemnification) and remedies of any party under the APA shall be deemed to have been enlarged or altered in any way by the execution, acceptance and approval of this Assignment and Bill of Sale.

## 5. Applicable Law

This Assignment shall be governed by, and construed and interpreted in accordance with, the laws of the state of Washington.

Company

Microsoft

6. **Effective Date of Assignment and Bill of Sale**

This Assignment and Bill of Sale shall be deemed effective for all purposes as of the Closing of the APA.

Company

Microsoft

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IN WITNESS WHEREOF, Company has executed this Assignment and Bill of Sale effective as of the 13 day of August, 1999.

VADEM, LTD.

By

Its

[Signature]

President & CEO

ACCEPTED:

MICROSOFT CORPORATION

By

[Signature]

Its

GENERAL MANAGER

Company

Microsoft

FOR FILING

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**Schedule 1.1**

**ACQUIRED ASSETS**

FOR FRIENDS

0014

## Assigned Patents

Title	Serial Number	Status
Method & Apparatus For Recognizing Cursive Writing From Sequential Input Information	GB 2286075B	Granted
Method & Apparatus For Recognizing Cursive Writing From Sequential Input Information	US Patent No. 5,313,527	Granted
Method & Apparatus For Recognizing Cursive Writing From Sequential Input Information	US Patent No. 5,467,407	Granted
Method & Apparatus For Representing Image Data Using Polynomial Approximation Method	US Patent No. 5,473,742	Granted

## Assigned Trademarks

Mark	Application/Registration Number	Status
FREESTYLE (stylized)	2,084,691	Granted
CALLIGRAPHER	1,767,295	Granted
WRITE NATURALLY	Common law	N/A
HODOGRAPH	Notice of Allowance issued on 6/8/99	Granted