

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/28/2002

CONVEYING PARTY DATA

Name	Execution Date
WebTV Networks, Inc.	06/28/2002

RECEIVING PARTY DATA

Name:	Microsoft Corporation
Street Address:	One Microsoft Way
City:	Redmond
State/Country:	WASHINGTON
Postal Code:	98052

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	10029055

CORRESPONDENCE DATA

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 Address Line 4: Salt Lake City, UTAH 84111

NAME OF SUBMITTER:	Rick D. Nydegger
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STATE of WASHINGTON



SECRETARY of STATE

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

JUL - 1 2002

BILL JONES, Secretary of State

I, SAM REED, Secretary of State of the State of Washington and custodian of its seal,

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

ARTICLES OF MERGER

of

MICROSOFT CORPORATION

Merging WEBTV NETWORKS, INC., a California Corporation not qualified
in Washington into MICROSOFT CORPORATION

as filed in this office on June 28, 2002.

Date: June 28, 2002

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

Sam Reed, Secretary of State

PATENT

REEL: 016181 FRAME: 0811

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

FILED
SECRETARY OF STATE
JUN 28 2002
STATE OF WASHINGTON

Microsoft Corporation, a Washington corporation (the "Surviving Corporation"); and WebTV Networks, Inc., a California corporation (the "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 adopted by the directors of the Surviving Corporation pursuant to RCW 23.B.11.040.
3. Pursuant to California General Corporation Law § 1110, the approval of the shareholders of the Non-Surviving Corporation was not required because the Surviving Corporation owns at least ninety percent (90%) of the outstanding shares of each class of shares of the Non-Surviving Corporation. Pursuant to RCW 23B.11.040, the approval of the shareholders of the Surviving Corporation was not required because the Surviving Corporation owns ninety percent (90%) of the outstanding shares of each class of shares of Non-Surviving Corporation.

Executed this 27 day of June, 2002, by the Surviving Corporation.

MICROSOFT CORPORATION,
a Washington corporation

By 

John Seethoff
Assistant Secretary

Validation
Val: 06/28/2002 - 143906
\$335.00 on 06/28/2002
Credit Card - 06/28/2002 - 0

MICROSOFT CORPORATION,

and

WEBTV NETWORKS, INC.

AGREEMENT AND PLAN OF MERGER

Dated as of May 30, 2002

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "Agreement") dated as of May 30, 2002, by and among Microsoft Corporation, a Washington corporation ("Microsoft"), and WebTV Networks, Inc. (the "Company"), a California corporation controlled by Microsoft.

WHEREAS, Microsoft, the Company and certain other persons are parties to that certain Agreement and Plan of Recapitalization dated April 5, 1997, as amended by the parties thereto on July 16, 1997 and September 24, 2001 (the "Recapitalization Agreement"), which provides for the recapitalization of the Company and the acquisition by Microsoft of a controlling interest in the Company; and

WHEREAS, the Board of Directors of Microsoft has approved this Agreement and the consummation of the transactions contemplated hereby, upon the terms and subject to the conditions set forth herein, and as a result of which transactions the Company shall be merged with and into Microsoft pursuant to Section 23B.11.040 of the Washington Business Corporation Act (the "WBCA") and Section 1110 of the California General Corporation Law (the "CGCL").

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein and in the Recapitalization Agreement, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I

THE MERGER

Section 1.1 The Merger. Upon the terms and subject to the conditions of this Agreement, at the Effective Time (as hereinafter defined), in accordance with the WBCA and the CGCL, the Company shall be merged with and into Microsoft and the separate existence of the Company shall thereupon cease (the "Merger"). Microsoft shall be the surviving corporation in the Merger (hereinafter referred to as the "Surviving Corporation").

Section 1.2 Effective Time of the Merger. The Merger shall become effective (the "Effective Time") upon the acceptance of filing of this Agreement and the certificates of approval of the Merger with the office of the California Secretary of State (the "CASOS") and the acceptance of such filing of the Articles of Merger by the Secretary of State of Washington. Microsoft shall not issue merger consideration provided for in this Agreement until it has received written confirmation of the acceptance of such filing of this Agreement and the certificates of approval by the CASOS and the acceptance of such filing of the Articles of Merger by the Secretary of State of Washington.

Section 1.3 Effects of Merger. The Merger shall have the effects set forth in Section 23B.11.060 of the WBCA, Section 1107 of the CGCL, and all other applicable laws.

Section 1.4 No Further Ownership Rights in Company Securities. The Microsoft Common Shares to be delivered on or after the Effective Time as described herein shall respectively be deemed to have been delivered in full satisfaction of all rights pertaining to the Class A Shares, as defined below. After the Effective Time, there shall be no transfers on the stock transfer books of the Company of the Class A Shares.

Section 1.5 Tax-Free Reorganization. The Merger is intended to be a "reorganization" within the meaning of Section 368 of the Code, and this Agreement is intended to constitute a "plan of reorganization" within the meaning of the regulations promulgated under Section 368 of the Code.

ARTICLE II

THE SURVIVING CORPORATION

Section 2.1 Articles of Incorporation. At the Effective Time, the Articles of Incorporation of Microsoft, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation until duly amended.

Section 2.2 Bylaws. At the Effective Time, the Bylaws of Microsoft, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until duly amended.

Section 2.3 Directors and Officers. The officers and directors of Microsoft immediately prior to the Effective Time shall remain the officers and directors of the Surviving Corporation, in the same capacities, following the effective time until their respective successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Articles of Incorporation and Bylaws.

ARTICLE III

CONVERSION OF CAPITAL STOCK

Section 3.1 Conversion of the Class A Shares. At the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital shares of Microsoft or the Company, each of the issued and outstanding Class A Shares of the Company (the "Class A Shares") shall be converted into and represent only the right to receive four (4) shares of Microsoft Common Stock. The Microsoft common stock issuable in conversion of Class A Shares under this section shall be the Microsoft common stock issued by Microsoft to the Company pursuant to Section 1.4 of the Recapitalization Agreement (the "Reserved Microsoft Shares").

Section 3.2 Exchange of Company Certificates. From and after the Effective Time, each holder of a certificate or certificates representing Class A Shares, upon surrender of such certificates to MellonInvestor Services, L.L.C., Microsoft's designated paying agent (the "Paying Agent"), or upon the provision of an appropriate affidavit of lost certificate and an indemnity bond, and, upon request of Microsoft, the execution and delivery of a letter of transmittal in a form furnished by Microsoft, shall be entitled to receive in exchange therefor Reserve Microsoft Shares in accordance with Section 3.1. Class A Shares that are in book-entry form only shall automatically be converted into the right to receive Reserved Microsoft Shares in accordance with Section 3.1 and Microsoft shall direct the Paying Agent to cancel uncertificated Class A Shares on the books of the Company and issue Reserved Microsoft Shares to the record holders thereof in accordance with Section 3.1, provided, however, that Microsoft reserves the right to require as a condition to such issuance the execution and delivery by the recordholders of Class A Shares of a letter of transmittal or other reasonable documentation in a form furnished by Microsoft. Notwithstanding any other provision of this Agreement, and without regard to when any certificate representing Class A Shares (a "Company Certificate") is surrendered for exchange or the appropriate book entries are made by the Paying Agent as provided herein, no interest shall be paid or payable with respect to any Company Share or Reserved Microsoft Shares issuable upon conversion thereof. Neither the Paying Agent nor any party hereto shall be liable to a holder of Class A Shares for any Reserved Microsoft Shares in conversion thereof that is delivered to a public official pursuant to applicable abandoned property, escheat or other law. If any Reserved Microsoft Shares are to be issued to a name other than that in which the corresponding Company Share in exchange therefor is registered, it shall be a condition of such exchange that the person requesting such exchange shall pay any transfer or other taxes required by reason of the payment in a name other than that of the registered holder of the Company Share surrendered, or shall establish to the reasonable satisfaction of Microsoft that such tax has been paid or is not applicable. Microsoft shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable pursuant to this Agreement to any holder or former holder of Class A Shares such amounts as may be required to be deducted or withheld therefrom under the Internal Revenue Code of 1986, as amended or under any provision of state, local or foreign tax law or under any other applicable legal requirement. To the extent such amounts are so deducted or withheld, such amounts shall be treated for all purposes under this Agreement as having been delivered to the person to whom such amounts would otherwise have been delivered.

Section 3.3 Dissenters Rights. Notwithstanding anything to the contrary contained in this Agreement, Class A Shares that are issued and outstanding immediately prior to the Effective Time and that are held by a shareholder who has demanded and perfected dissenters rights, or is eligible to demand and perfect dissenters rights, for such shares under Section 1300 of the CGCL (the "Eligible Dissenting Shares") shall not be converted into or be exchangeable for cash, unless and until such holder shall have failed to perfect or shall have effectively withdrawn or lost such right to appraisal under the CGCL. If such holder shall have so failed to perfect or shall have effectively withdrawn or lost such right, then, as of the later of the Effective Time or the occurrence of such event, such holder's Class A Shares shall automatically be converted into and represent only the right to receive Reserved Microsoft Shares in accordance with Section 3.1, without interest thereon, upon compliance with the requirements set forth in

Sections 3.1 and 3.2. If the holder of any Company Dissenting Shares shall become entitled to receive payment for such shares under Section 1300 of the CGCL, such payment shall be made by Microsoft upon surrender of certificates representing such Company Dissenting Shares to Microsoft or the Paying Agent.

Section 3.4 Cancellation of Class B Shares. At the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital stock of Microsoft or the Company, each of the issued and outstanding Class B Shares of the Company (the "Class B Shares", and together with the Class A Shares, the "Company Shares") will, without any requirement to surrender such shares, be cancelled and deemed no longer outstanding.

Section 3.5 Closing of Transfer Books. From and after the Effective Time, the stock transfer books of Company shall be closed and no transfer of Company Shares shall thereafter be made except in accordance with this Article III or as subsequently approved by the Board of Directors of the Surviving Corporation after the Effective Time.

ARTICLE IV

MISCELLANEOUS

Section 4.1 Conditions to Merger. Consummation of the Merger is subject to the following conditions precedent: (i) this Agreement and the Merger shall have been approved by the Board of Directors of Microsoft by the requisite vote or written consent in accordance with the WBCA and the Articles of Incorporation of Microsoft, (ii) all consents legally required for the consummation of the Merger and the transactions contemplated by this Agreement, shall have been filed, occurred, or been obtained, (iii) no statute, rule, regulation, executive order, decree, or injunction shall have been enacted, entered, promulgated or enforced by any court or governmental entity of competent jurisdiction which enjoins or prohibits the consummation of the Merger, and (iv) there shall not be overtly threatened or pending any action, proceeding or other application before any court or governmental entity brought by any person or governmental entity challenging or seeking to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or seeking to obtain any damages caused by such transactions.

Section 4.2 Termination. Prior to the Effective Time, this Agreement may be terminated upon the mutual written consent of Microsoft and the Company.

Section 4.3 Amendment. This Agreement may be amended by the parties hereto at any time before the Effective Time by an instrument in writing signed on behalf of each of the parties hereto.

Section 4.4 Interpretation. The headings, table of contents, and index of defined terms contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or

"including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

Section 4.5 Miscellaneous. This Agreement (including the documents and instruments referred to herein): (i) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof; (ii) shall not be assigned by operation of law or otherwise without the prior written consent of the other parties hereto; and (iii) shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Washington and the State of California, as applicable (without giving effect to the provisions thereof relating to conflicts of law).

Section 4.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

Section 5.7 Parties in Interest. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

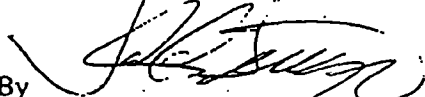
Section 5.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to the principles of conflicts of law thereof.

Section 4.9 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

SIGNATURE PAGE – AGREEMENT AND PLAN OF MERGER

IN WITNESS WHEREOF, Microsoft and the Company have each caused this Agreement and Plan of Merger to be signed by their respective officers thereunto duly authorized as of the date first written above.


MICROSOFT CORPORATION

By 

Name: John Seethoff

Title: Assistant Secretary

WEBTV NETWORKS, INC

By 

Name: John Seethoff

Title: Secretary

