

08-31-2001

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2001)

Tab settings ==>



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

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

1. Name of conveying party(ies):

Visio Corporation

- ☐ Individual(s) ☐ Association
- ☐ General Partnership ☐ Limited Partnership
- ☒ Corporation-State Washington
- ☐ Other _____

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

3. Nature of conveyance:

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

Execution Date: May 11, 2000

2. Name and address of receiving party(ies)

Name: Microsoft Corporation

Internal

Address: _____

Street Address: One Microsoft WayCity: Redmond State: Washington Zip: 98052-6399

- ☐ Individual(s) citizenship _____
- ☐ Association _____
- ☐ General Partnership _____
- ☐ Limited Partnership _____
- ☒ Corporation-State Washington
- ☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

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

A. Trademark Application No.(s)

75/577,110

B. Trademark Registration No.(s)

Additional number(s) attached ☐ Yes ☒ No

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

Name: Kirsten W. FosterInternal Address: 48th FloorPerkins Coie LLPStreet Address: 1201 Third AvenueCity: Seattle State: WA Zip: 98101-3099

6. Total number of applications and registrations involved

1

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

- ☒ Enclosed
- ☐ Authorized to be charged to deposit amount

8. Deposit account number:

(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

Kirsten W. Foster

Name of Person Signing

Signature

August 22, 2001

Date

Total number of pages including cover sheet, attachments, and documents: 6

08/31/2001 08:00 PM 00000042 75577110

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademark, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 002359 FRAME: 0395

STATE of WASHINGTON



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 VISIO CORPORATION into
MICROSOFT CORPORATION

as filed in this office on May 11, 2000.



Date: August 2, 2001

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

Sam Reed
sm
Sam Reed, Secretary of State

200-001

TRADEMARK

REEL: 002359 FRAME: 0396

STATE of WASHINGTON



SECRETARY of STATE

I, **RALPH MUNRO**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

ARTICLES OF MERGER

to

MICROSOFT CORPORATION

a Washington Profit corporation,

were filed for record in this office on the date indicated below.

Merging VISIO CORPORATION into MICROSOFT CORPORATION

UBI Number: 600 413 485

Date: May 11, 2000



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

Ralph Munro, Secretary of State
2-479844-9

MAY 11 2000

RALPH MUNRO
SECRETARY OF STATE

ARTICLES OF MERGER
OF
VISTO CORPORATION,
a Washington Corporation
INTO
MICROSOFT CORPORATION,
a Washington Corporation

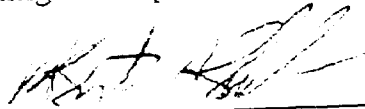
Microsoft Corporation, a Washington corporation ("Surviving Corporation"); and Visio Corporation, a Washington corporation ("Non-Surviving Corporation"), submit the following Articles of Merger pursuant to RCW 23B.11.050:

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. Pursuant to RCW 23B.11.040, the approval of the shareholders of the Surviving Corporation and of the shareholders of the Non-Surviving Corporation was not required as Surviving Corporation owns all of the outstanding shares of Non-Surviving Corporation.

Executed this 10th day of May, 2000 by the Surviving Corporation.

MICROSOFT CORPORATION,
a Washington corporation

By



Robert A. Eshelman
Assistant Secretary

TRADEMARK

REEL: 002359 FRAME: 0398

**AGREEMENT AND PLAN OF MERGER
BETWEEN
MICROSOFT CORPORATION,
a Washington Corporation
AND
VISIO CORPORATION,
a Washington Corporation**

This Agreement and Plan of Merger made and entered into this 5th day of May, 2000, (the "Plan") between MICROSOFT CORPORATION, a Washington corporation ("Surviving Corporation") and VISIO CORPORATION, a Washington 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 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.

NOW, THEREFORE, in consideration of the premises hereof and the mutual agreements herein contained, and in accordance with the laws of the State of Washington, 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 of Washington. 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.

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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(1) 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. 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

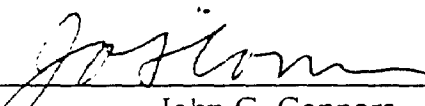
This Plan may be terminated and the Merger abandoned by mutual consent of the directors of the Constituent Corporations at any time prior to the Effective Date of the Merger.

ARTICLE IX

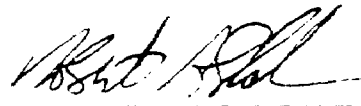
Except as otherwise specifically provided herein, nothing expressed or implied in this Plan is intended, or shall be construed, to confer upon or give any person, firm, or corporation, other than the Constituent Corporations and their respective shareholders, any rights or remedies under or by reason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

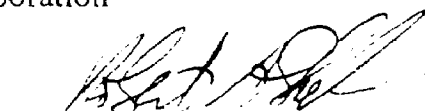
MICROSOFT CORPORATION, a
Washington corporation

By 
John G. Connors
Vice President and Chief Financial Officer


ATTEST:


Robert A. Eshelman
Assistant Secretary

VISIO CORPORATION, a Washington
corporation

By 
Robert A. Eshelman
President

ATTEST:


Keith R. Dolliver
Secretary

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