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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 MICROSOFT CORPORATION, a
Washington Corporation,

11 Plaintiff,

12 v.

13 JOHN DOES 1-10 d/b/a DVDFILM.TV,

14 Defendants.

No.

COMPLAINT FOR DAMAGES AND
EQUITABLE RELIEF

15
16 Plaintiff Microsoft Corporation ("Microsoft") brings this action against
17 DEFENDANTS JOHN DOES 1 – 10 d/b/a DVDFILM.TV and alleges as follows:

18 **INTRODUCTION**

19 1. This is an action by Microsoft to recover damages arising from infringement of
20 Microsoft's copyrights and trademarks by defendants, and to enjoin defendants' future
21 infringements. Defendants are actively engaged in the unauthorized reproduction and illegal
22 distribution, on the Internet and otherwise, of infringing Microsoft software. In addition to
23 damages and injunctive relief, Microsoft seeks an accounting, the imposition of a constructive
24 trust upon defendants' illegal profits, and other injunctive relief.
25
26

COMPLAINT FOR DAMAGES AND
EQUITABLE RELIEF - 1

K:\2000103\03035\20038_AW\20038P20EH

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3. Microsoft is unaware of the true names and capacities of defendants sued herein as JOHN DOES 1 - 10 d/b/a DVDFILM.TV and therefore sues these Defendants by such fictitious names. Microsoft will amend this complaint to allege their true names and capacities when ascertained. Among other things, defendants own and operate the Internet website <www.dvdfilm.tv> through which they sell unauthorized reproductions of Microsoft software. Microsoft is informed and believes and therefore alleges that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged, and that Microsoft's injuries as herein alleged were proximately caused by such Defendants. These fictitiously named Defendants are herein referred to collectively as "Defendants."

4. The actions alleged herein to have been undertaken by the Defendants were undertaken by each Defendant individually, were actions that each Defendant caused to occur, were actions that each Defendant authorized, controlled, directed, or had the ability to authorize, control or direct, and/or were actions in which each Defendant assisted, participated or otherwise encouraged, and are actions for which each Defendant is liable. Each Defendant aided and abetted the actions of the Defendants set forth below, in that each Defendant had knowledge of those actions, provided assistance and benefited from those actions, in whole or in part. Each of the Defendants was the agent of each of the remaining Defendants, and in doing the things hereinafter alleged, was acting within the course and scope of such agency and with the permission and consent of other Defendants.

1 **JURISDICTION AND VENUE**

2 5. This Court has personal jurisdiction over defendants, who have conducted
3 business activities in, and directed to, Washington, are primary participants in tortious acts in,
4 and directed to, Washington, and have purposely availed themselves of the opportunity to
5 conduct commercial activities in this forum.

6 6. This Court has subject matter jurisdiction over Microsoft's claims for
7 trademark infringement, copyright infringement, and related claims pursuant to 15 U.S.C.
8 § 1121, 17 U.S.C. § 501, and 28 U.S.C. §§ 1331 and 1338(a).

9 7. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because a
10 substantial part of the events or omissions giving rise to Microsoft's claims occurred in this
11 judicial district.

12 **FACTS COMMON TO ALL CLAIMS**

13 8. Microsoft develops, advertises, markets, distributes, and licenses a number of
14 computer software programs. Among other places, Microsoft's software programs are
15 available for download via the Internet at legitimate Microsoft web sites, and they are
16 distributed together with associated proprietary materials such as electronic user guides and
17 manuals, end-user license agreements ("EULAs"), among other items.

18 9. Microsoft has developed, advertised, marketed, distributed, and licensed a
19 software package known as Windows Vista Ultimate ("Windows Vista"). Windows Vista is a
20 graphical operating system for use on personal home and business computers.

21 10. Microsoft holds a valid copyright in Windows Vista (including user reference
22 manuals, user guides, and screen displays) that was duly and properly registered with the
23 United States Copyright Office. A true and correct copy of the Registration Certificate for
24 Windows Vista, bearing number TX 6-508-905, is attached as Exhibit 1 and is incorporated
25 by reference.
26

1 11. Microsoft has also duly and properly registered a number of trademarks a
2 service mark in the United States Patent and Trademark Office on the Principal Register,
3 including, but not limited to:

4 12. "MICROSOFT," Trademark and Service Mark Registration No. 1,200,236 and
5 Renewal for computer programs and computer programming services;

6 13. "MICROSOFT," Trademark Registration No. 1,256,083, for computer
7 hardware and software manuals, newsletters, and computer documentation; programs and
8 manuals sold as a unit; and

9 14. "WINDOWS VISTA" Trademark Registration No. 3,235,107, for computer
10 software, namely operating system programs.

11 15. True and correct copies of the registrations for the trademarks described above
12 (collectively, the "Microsoft Marks") are attached hereto as Exhibits 2, 3, and 4, respectively,
13 and are incorporated by reference.

14 16. The Microsoft Marks are distinctive and, as a result of Microsoft's substantial
15 investment, they have developed extensive goodwill in the market. Accordingly, the
16 Microsoft Marks are extremely valuable to Microsoft.

17 **DEFENDANTS' INFRINGEMENT**

18 17. Beginning at a time unknown and continuing to the present, defendants have
19 actively engaged in the illegal and unlawful business of advertising, distributing, and selling
20 unauthorized reproductions of computer software over the Internet, including programs
21 covered by Microsoft's registered copyrights and bearing Microsoft's registered trademarks
22 or imitations thereof.

23 18. Defendants advertise and distribute unauthorized reproductions of Microsoft
24 software in interstate commerce on the Internet. Among other programs, defendants advertise
25 and sell unauthorized reproductions of Windows Vista on Internet websites, including but not
26 limited to <www.dvdfilm.tv>.

1 19. In order to confirm these allegations, Microsoft placed one or more orders of
2 Windows Vista on <www.dvdfilm.tv>. After payment information was submitted via an
3 online payment web site, Microsoft was provided with an Internet web page "link,"
4 <http://mydownloads.mine.nu>, where the software program could be downloaded.
5 Microsoft downloaded the program and determined that it was an unauthorized reproduction
6 of Windows Vista.

7 20. Defendants' continued distribution and sale of unauthorized reproductions of
8 Microsoft software has caused and is continuing to cause consumers to be confused, mistaken
9 or deceived about the authenticity of Microsoft products distributed by defendants.
10 Defendants' wrongful conduct has caused and is continuing to cause harm to Microsoft's
11 business reputation and goodwill.

12 21. Defendants' violations are willful, deliberate, and committed with knowledge
13 of Microsoft's copyrights and registered marks. Defendants' wrongful conduct has caused
14 and continues to cause significant and irreparable harm to Microsoft. Microsoft brings this
15 action to recover damages for the harm it has sustained, to impose a constructive trust upon
16 defendants' illegal profits and assets purchased with those profits, and to obtain injunctive
17 relief prohibiting defendants' further violations and infringements.

18 **FIRST CAUSE OF ACTION**

19 **(Copyright Infringement, 17 U.S.C. §§ 501 *et seq.*)**

20 22. Microsoft repeats and incorporates by this reference each and every allegation
21 set forth in paragraphs 1 through 21 inclusive.

22 23. Microsoft is the sole owner and licensor of the software programs identified in
23 paragraph 9 above, as well as other software covered by Microsoft's registered copyrights and
24 bearing Microsoft's registered trademarks or imitations thereof, and of all corresponding
25 copyrights and Certificates of Registration.
26

1 24. Defendants have infringed the copyrights in Microsoft's software, including,
2 but not limited to those identified in paragraph 10 above, as well as other software covered by
3 Microsoft's registered copyrights and bearing Microsoft's registered trademarks or imitations
4 thereof, by distributing infringing materials on Internet websites hosted in the United States of
5 America, without approval or authorization from Microsoft.

6 25. Defendants' conduct has been willful within the meaning of the Copyright Act.
7 At a minimum, defendants acted with willful blindness to and in reckless disregard of
8 Microsoft's registered copyrights.

9 26. As a result of their wrongful conduct, defendants are liable to Microsoft for
10 copyright infringement. Microsoft has suffered, and will continue to suffer, substantial losses,
11 including, but not limited to, damage to its business reputation and goodwill. Microsoft is
12 entitled to recover damages, which include its losses and all profits defendants have made as a
13 result of their wrongful conduct, pursuant to 17 U.S.C. § 504(b).

14 27. Alternatively, Microsoft is entitled to statutory damages pursuant to 17 U.S.C.
15 § 504(c). In addition, because defendants' infringement has been willful within the meaning
16 of the Copyright Act, the award of statutory damages should be enhanced pursuant to 17
17 U.S.C. § 504(c)(2).

18 28. Microsoft is also entitled to injunctive relief enjoining defendants' wrongful
19 conduct pursuant to 17 U.S.C. § 502 and an order impounding all infringing materials
20 pursuant to 17 U.S.C. §§ 503 and 509(a). Microsoft has no adequate remedy at law for
21 defendants' wrongful conduct because, among other things: (a) Microsoft's copyrights are
22 unique and valuable property which have no readily determinable market value;
23 (b) defendants' infringement harms Microsoft's business reputation and goodwill such that
24 Microsoft could not be made whole by any monetary award; and (c) defendants' wrongful
25 conduct, and the resulting damage to Microsoft, is continuing.
26

1 29. Microsoft is also entitled to recover its attorneys' fees and costs of suit
2 pursuant to 17 U.S.C. § 505.

3 **SECOND CAUSE OF ACTION**

4 **(Trademark Infringement, 15 U.S.C. §§ 1114 *et seq.*)**

5 30. Microsoft repeats and incorporates by this reference each and every allegation
6 set forth in paragraphs 1 through 29, inclusive.

7 31. Defendants' activities constitute infringement of Microsoft's federally
8 registered trademarks and/or service mark in violation of the Lanham Act, including, but not
9 limited to, 15 U.S.C. § 1114(1).

10 32. Because Microsoft advertises, markets, distributes, and licenses its software
11 under the trademarks and/or service mark described in this Complaint, these trademarks
12 and/or service mark are the means by which Microsoft's software is distinguished from the
13 software or products of others in the same field or related fields.

14 33. Because of Microsoft's long, continuous, and exclusive use of these
15 trademarks and/or service mark, they have come to mean, and are understood by customers,
16 end users, and the public to signify software or services of Microsoft.

17 34. Defendants' wrongful conduct includes the distribution of unauthorized
18 reproductions of Microsoft software along with unauthorized reproductions of registered
19 Microsoft trademarks and/or service mark. The infringing materials that defendants have and
20 are continuing to use, offer, advertise, market, install or distribute are likely to cause
21 confusion, mistake or deception as to their source, origin or authenticity.

22 35. Defendants' activities are likely to lead the public to conclude, incorrectly, that
23 the infringing materials that defendants are using, advertising, installing, marketing, offering
24 or distributing originate with or are authorized by Microsoft, to the damage and harm of
25 Microsoft, its licensees, and the public.

1 36. Defendants used, offered, advertised, marketed, installed or distributed
2 infringing material with the willful and calculated purposes of (a) misleading, deceiving or
3 confusing customers and the public as to the origin and authenticity of the infringing materials
4 and (b) trading upon Microsoft's business reputation and goodwill. At a minimum,
5 defendants acted with willful blindness to and in reckless disregard of Microsoft's registered
6 marks.

7 37. As a result of their wrongful conduct, defendants are liable to Microsoft for
8 trademark infringement. Microsoft has suffered, and will continue to suffer, substantial
9 losses, including, but not limited to, damage to its business reputation and goodwill.
10 Microsoft is entitled to recover damages, which include its losses and all profits defendants
11 have made as a result of their wrongful conduct, pursuant to 15 U.S.C. § 1117(a).

12 38. Alternatively, Microsoft is entitled to statutory damages pursuant to 15 U.S.C.
13 § 1117(c). In addition, because defendants' infringement of Microsoft's trademarks and/or
14 service mark was willful, within the meaning of the Lanham Trademark Act, the award of
15 damages and profits should be trebled pursuant to 15 U.S.C. § 1117(b).

16 39. Microsoft is also entitled to injunctive relief enjoining defendants' wrongful
17 conduct pursuant to 15 U.S.C. § 1116(a), and to an order impounding all infringing materials
18 pursuant to 15 U.S.C. § 1116, subsections (a) and (d)(1)(A). Microsoft has no adequate
19 remedy at law for defendants' wrongful conduct because, among other things: (a) Microsoft's
20 trademarks and/or service mark are unique and valuable property which have no readily
21 determinable market value; (b) defendants' infringement constitutes harm to Microsoft's
22 business reputation and goodwill such that Microsoft could not be made whole by any
23 monetary award; (c) if defendants' wrongful conduct is allowed to continue, the public is
24 likely to become further confused, mistaken or deceived as to the source, origin or
25 authenticity of the infringing materials; and (d) defendants' wrongful conduct, and the
26 resulting damages to Microsoft, is continuing.

1 40. Microsoft is also entitled to recover its attorneys' fees and costs of suit
2 pursuant to 15 U.S.C. § 1117.

3 **THIRD CAUSE OF ACTION**

4 **(False Designation of Origin, 15 U.S.C. §§ 1125 *et seq.*)**

5 41. Microsoft repeats and incorporates by this reference each and every allegation
6 set forth in paragraphs 1 through 40, inclusive.

7 42. Because Microsoft advertises, markets, distributes, and licenses its software
8 under the trademarks and/or service mark described in this Complaint, these trademarks
9 and/or service mark are the means by which Microsoft's software is distinguished from the
10 software or products of others in the same or related fields.

11 43. Because of Microsoft's long, continuous, and exclusive use of these
12 trademarks and/or service mark, they have come to mean, and are understood by customers,
13 end users, and the public to signify software or services of Microsoft.

14 44. Microsoft has designed distinctive and aesthetically pleasing displays, logos,
15 icons, graphic images, and packaging (collectively, "Microsoft visual designs") for its
16 software programs.

17 45. Defendants' wrongful conduct includes the use, advertising, marketing,
18 offering or distribution of Microsoft's marks, name, and/or imitation visual designs
19 (specifically displays, logos, icons, graphic designs, and/or depictions of packaging) that are
20 virtually indistinguishable from Microsoft's visual designs, in connection with their goods
21 and services.

22 46. Defendants engaged in such wrongful conduct with the willful purpose of
23 (a) misleading, deceiving or confusing customers and the public as to the origin and
24 authenticity of the goods and services offered, marketed or distributed in connection with
25 Microsoft's marks, name, and imitation visual designs and (b) trading upon Microsoft's
26 business reputation and goodwill.

1 47. Defendants' conduct constitutes (a) false designation of origin, (b) false or
2 misleading description, and (c) false or misleading representation that the imitation visual
3 design originate from or are authorized by Microsoft, all in violation of section 43(a) of the
4 Lanham Trademark Act, set forth at 15 U.S.C. § 1125(a).

5 48. Defendants' wrongful conduct is likely to continue unless restrained and
6 enjoined.

7 49. As a result of defendants' wrongful conduct, Microsoft has suffered and will
8 continue to suffer substantial losses, including, but not limited to, damage to its business
9 reputation and goodwill.

10 50. Microsoft is entitled to injunctive relief enjoining defendants' wrongful
11 conduct pursuant to 15 U.S.C. § 1125(a), and to an order impounding all imitation visual
12 designs being used, offered, advertised, marketed, installed or distributed by defendants.
13 Microsoft has no adequate remedy at law for defendants' wrongful conduct because, among
14 other things; (a) Microsoft's marks, names, and visual designs are unique and valuable
15 property, which have no readily determinable market value; (b) defendants' advertising,
16 marketing, installation or distribution of imitation visual designs constitutes harm to
17 Microsoft's business reputation and goodwill such that Microsoft could not be made whole by
18 any monetary award; and (c) defendants' wrongful conduct, and the resulting damage to
19 Microsoft, is continuing.

20 51. Microsoft is also entitled to recover its attorneys' fees and costs of suit
21 pursuant to 15 U.S.C. § 1117.

22 **FOURTH CAUSE OF ACTION**

23 **(Constructive Trust Upon Illegal Profits)**

24 52. Microsoft repeats and incorporates by this reference each and every allegation
25 set forth in paragraphs 1 through 51, inclusive.
26

1 53. Defendants' acts and conduct constitute deceptive, fraudulent, and wrongful
2 conduct in the nature of passing off the infringing software as approved or authorized by
3 Microsoft.

4 54. By virtue of defendants' wrongful acts and conduct, defendants have illegally
5 received money and profits that rightfully belong to Microsoft.

6 55. Microsoft is also entitled, pursuant to 15 U.S.C. § 1117(a) and 17 U.S.C.
7 § 504(b), to recover all profits of defendants that are attributable to their acts of infringement
8 or violations thereof.

9 56. Upon information and belief, defendants hold the illegally received money and
10 profits in the form of bank accounts, real property, and personal property (including motor
11 vehicles) that can be located and traced.

12 57. Defendants hold the money and profits they illegally received as constructive
13 trustee for the benefit of Microsoft.

14 **FIFTH CAUSE OF ACTION**

15 **(Accounting)**

16 58. Microsoft repeats and incorporates by this reference each and every allegation
17 as set forth in paragraphs 1 through 57, inclusive.

18 59. Microsoft is entitled, pursuant to 15 U.S.C. § 1117(a) and 17 U.S.C. § 504(b),
19 to recover all profits of defendants that are attributable to their acts of infringement or
20 violations thereof.

21 60. The amount of money due from defendants to Microsoft is unknown to
22 Microsoft and cannot be ascertained without a detailed accounting by defendants of the
23 precise number of units of infringing material offered for distribution and distributed by
24 defendants.

PRAYER FOR RELIEF

WHEREFORE, Microsoft respectfully requests judgment as follows:

1. That the Court enter a judgment against defendants finding that they have:

a. willfully infringed Microsoft's rights in federally registered copyrights;

b. willfully infringed Microsoft's rights in federally registered trademarks

and/or service mark;

c. committed and is committing acts of false designation of origin, false or misleading description of fact, and false or misleading representation against Microsoft; and

d. otherwise injured the business reputation and business of Microsoft by the acts and conduct set forth in this Complaint;

2. That the Court issue permanent injunctive relief against defendants, and that defendants, their agents, representatives, servants, employees, attorneys, successors and assigns, and all others in active concert or participation with defendants, be enjoined and restrained from:

a. imitating, copying or making any other infringing use or infringing distribution of the software and/or materials protected by Microsoft's copyrights, registered trademarks, and/or service mark;

b. manufacturing, assembling, producing, distributing, offering for distribution, circulating, selling, offering for sale, advertising, importing, promoting or displaying any software, item or thing bearing any simulation, reproduction, counterfeit, copy or colorable imitation of software, item or thing protected by Microsoft's copyrights, registered trademarks, and/or service mark;

c. using any simulation, reproduction, counterfeit, copy or colorable imitation of Microsoft's registered copyrights, registered trademarks, and/or service mark, in connection with the manufacture, assembly, production, distribution, offering for distribution,

COMPLAINT FOR DAMAGES AND
EQUITABLE RELIEF - 12

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1 circulation, sale, offering for sale, import, advertisement, promotion or display of any
2 software program, item, and/or thing not authorized or licensed by Microsoft;

3 d. using any false designation of origin or false or misleading description
4 or false or misleading representation that can or is likely to lead the trade or public
5 erroneously to believe that any software program, item or thing has been manufactured,
6 assembled, produced, distributed, offered for distribution, circulation, sold, offered for sale,
7 imported, advertised, promoted, displayed, licensed, sponsored, approved or authorized by or
8 for Microsoft, when such is not true in fact;

9 e. using reproductions, counterfeits, copies or colorable imitations of
10 Microsoft's copyrighted and trademark protected software and other materials in the
11 distribution, offering for distribution, circulating, sale, offering for sale, advertising,
12 importing, promoting or displaying of any merchandise not authorized or licensed by
13 Microsoft;

14 f. using the names, logos, or other variations thereof, of any of
15 Microsoft's copyright and/or trademark-protected software in any of the defendants' trade or
16 corporate names;

17 g. engaging in any other activity constituting an infringement of any of
18 Microsoft's trademarks, service mark, and/or copyrights or of Microsoft's rights in or right to
19 use or to exploit, these trademarks, service mark, and/or copyrights; and

20 h. assisting, aiding or abetting any other person or business entity in
21 engaging in or performing any of the activities referred to in subparagraphs a through g
22 above.

23 3. That the Court enter an order impounding all unauthorized reproductions of
24 infringing Microsoft software and/or materials—including Internet website depictions—
25 bearing any of Microsoft's trademarks or service mark or any Microsoft documentation or
26 packaging, and any related items, including business records, that are in defendants'

1 possession or under defendants' control, and ordering the remedial destruction of all
2 impounded items.

3 4. That the Court enter an order declaring that defendants hold in trust, as
4 constructive trustee for the benefit of Microsoft, all "profits" received by defendants from
5 their distribution or sale of counterfeit and infringing Microsoft software and/or materials, and
6 issue temporary, preliminary and permanent injunctive relief enjoining and restraining
7 defendants and their agents from transferring, concealing or dissipating all profits and assets
8 acquired in whole or in part with those profits.

9 5. That the Court enter an order requiring defendants to provide Microsoft a full
10 and complete accounting of all profits received by defendants from their distribution or sale of
11 counterfeit and infringing Microsoft software and/or materials, and of any other amounts due
12 and owing to Microsoft as a result of defendants' illegal activities.

13 6. That the Court order defendants to pay Microsoft's general, special, actual, and
14 statutory damages, including defendants' profits, for defendants' willful infringement of
15 Microsoft's copyrights, registered trademarks, and/or service mark.

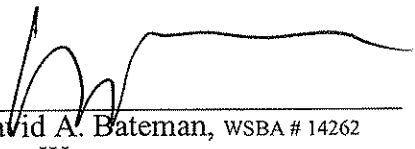
16 7. That the Court order defendants to pay to Microsoft the costs of this action and
17 the reasonable attorneys' fees incurred by Microsoft in prosecuting this action.

18 8. That the Court grant to Microsoft such other and additional relief as is just and
19 proper.

20 DATED this 19th day of October, 2007.

21
22 KIRKPATRICK & LOCKHART
23 PRESTON GATES ELLIS LLP

24
25 By


David A. Bateman, WSBA # 14262

Alex Wagner WSBA # 36856

26 Attorneys for Plaintiff
Microsoft Corporation

COMPLAINT FOR DAMAGES AND
EQUITABLE RELIEF - 14

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EXHIBIT 1

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America

FORM TX

For a Nondramatic Literary Work
UNITED STATES COPYRIGHT OFFICE

TX 6-508-905



TXU
EFFECTIVE DATE OF REGISTRATION

FEB. 14, 2007
Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

TITLE OF THIS WORK ▼

Windows Vista Ultimate

PREVIOUS OR ALTERNATIVE TITLES ▼

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

2

NAME OF AUTHOR ▼

a Microsoft Corporation

DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"? ☒ Yes ☐ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country

OR { Citizen of ▼
Domiciled in: ▼

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ No
Pseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

Entire work - computer software program, documentation & text on product packaging

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"? ☐ Yes ☐ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country

OR { Citizen of ▼
Domiciled in: ▼

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ No
Pseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"? ☐ Yes ☐ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country

OR { Citizen of ▼
Domiciled in: ▼

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ No
Pseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

3

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED
2006

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK
Month: January Day: 31 Year: 2007
U.S.A. Nation

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Microsoft Corporation
Legal and Corporate Affairs
One Microsoft Way
Redmond, WA 98052

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED
FEB 14 2007
ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED
FEB 14 2007
FUNDS RECEIVED

MORE ON BACK ►

• Complete all applicable spaces (numbers 5-9) on the reverse side of this page.
• See detailed instructions.
• Sign the form at the B.

DO NOT WRITE HERE
Page 1 of 2 pages

EXAMINED BY

FORM TX

CHECKED BY

CORRESPONDENCE

☐ YesFOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

☒ Yes ☐ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.)a. ☐ This is the first published edition of a work previously registered in unpublished form.b. ☐ This is the first application submitted by this author as copyright claimant.c. ☒ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number

Year of Registration

TX 5-811-026

2003

DERIVATIVE WORK OR COMPILATION

Preexisting Material Identify any preexisting work or works that this work is based on or incorporates.

a. Previous version & files copyrighted by various third parties

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed.

Additional programming test, additional written text and editorial revisions

See instructions
before completing
this space.

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name

Account Number

a. Microsoft Corporation

DAO63819

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP

b. Microsoft Corporation, ATTN: Judy Weston
One Microsoft Way
Redmond, WA 98052

Area code and daytime telephone number (425) 706-9104

Fax number (425) 936-7329

Email judywe@microsoft.com

CERTIFICATION I, the undersigned, hereby certify that I am the

Check only one

☐ author☐ other copyright claimant☐ owner of exclusive right(s)☒ authorized agent of Microsoft Corporation

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Name of author or other copyright claimant, or owner of exclusive right(s)

Typed or printed name and date If this application gives a date of publication in space 3, do not sign and submit it before that date.

Judy K. K. Weston

Date 2.12.07



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December 1998—\$5,000

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*U.S. GOVERNMENT PRINTING OFFICE: 1998-454-876/90,050

EXHIBIT 2

Int. Cls.: 9 and 42

Prior U.S. Cls.: 26, 38 and 101

United States Patent and Trademark Office

Reg. No. 1,200,236

Registered Jul. 6, 1982

**TRADEMARK
SERVICE MARK**
Principal Register

MICROSOFT

Microsoft (partnership)
Suite 819
10800 NE. 8th
Bellevue, Wash. 98004

For: COMPUTER PROGRAMS, in CLASS 9
(U.S. Cls. 26 and 38).

First use Nov. 12, 1975; in commerce Nov. 12,
1975.

For: COMPUTER PROGRAMMING SER-

VICES, in CLASS 42 (U.S. Cl. 101).

First use Nov. 12, 1975; in commerce Nov. 12,
1975.

Ser. No. 236,080, filed Oct. 22, 1979.

B. H. VERTIZ, Primary Examiner

CHERYL LYNNE HENDERSON, Examiner

EXHIBIT 3

Int. Cl.: 16

Prior U.S. Cl.: 38

United States Patent and Trademark Office

Reg. No. 1,256,083

Registered Nov. 1, 1983

TRADEMARK

Principal Register

MICROSOFT

Microsoft Corporation (Washington corporation)
10700 Northup Way
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For: COMPUTER HARDWARE AND SOFTWARE MANUALS; NEWSLETTER FEATURING INFORMATION ABOUT COMPUTER HARDWARE AND SOFTWARE AND GENERAL INFORMATION RELATING TO COMPUTERS FOR MANUFACTURERS, DISTRIBUTORS, AND USERS OF COMPUTERS AND COMPUTER SOFTWARE; AND COMPUTER DOCUMENTATION—NAMELY, REFERENCE, USER, INSTRUCTIONAL, AND GENERAL UTILITIES MANUALS AND DATA SHEETS FOR COMPUTER HARDWARE AND SOFTWARE USERS, in CLASS 16 (U.S. Cl. 38).

First use Nov. 1975; in commerce Nov. 1975.

Ser. No. 373,992, filed Jul. 12, 1982.

J. H. WEBB, Examining Attorney

EXHIBIT 4

Int. Cl.: 9

Prior U.S. Cls.: 21, 23, 26, 36, and 38

United States Patent and Trademark Office

Reg. No. 3,235,107

Registered Apr. 24, 2007

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2005, EXPIRES 3-31-2015.

FOR: COMPUTER SOFTWARE, NAMELY, OPER-
ATING SYSTEM PROGRAMS, IN CLASS 9 (U.S. CLS.
21, 23, 26, 36 AND 38).

OWNER OF U.S. REG. NOS. 1,872,264 AND
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FIRST USE 8-3-2005; IN COMMERCE 8-3-2005.

SN 78-676,707, FILED 7-22-2005.

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