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

10 MICROSOFT CORPORATION, a  
11 Washington Corporation,

12 Plaintiff,

13 v.

14 JOHN DOES 1-10 d/b/a ECONO-  
15 SOFT.COM,

16 Defendants.

No.

COMPLAINT FOR DAMAGES AND  
EQUITABLE RELIEF

17 Plaintiff Microsoft Corporation ("Microsoft") brings this action against  
18 DEFENDANTS JOHN DOES 1 – 10 d/b/a ECONO-SOFT.COM and alleges as follows:

19 **INTRODUCTION**

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

COMPLAINT FOR DAMAGES AND  
EQUITABLE RELIEF - 1

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KIRKPATRICK & LOCKHART  
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TELEPHONE: (206) 623-7580  
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1 **THE PARTIES**

2 2. Plaintiff Microsoft is a Washington corporation with its principal place of  
3 business in Redmond, Washington. Microsoft develops, markets, distributes, and licenses  
4 computer software.

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

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



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. "FRONTPAGE," Trademark Registration No. 2,046,526, for computer  
10 authoring software for use on computer communication networks, namely software for  
11 creating, editing and delivering textual and graphic information, locally and remotely, and  
12 instruction manuals sold as a unit.

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

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

19 **DEFENDANTS' INFRINGEMENT**

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

25 18. Defendants advertise and distribute unauthorized reproductions of Microsoft  
26 software in interstate commerce on the Internet. Among other programs, defendants advertise

1 and sell unauthorized reproductions of FrontPage on Internet websites, including but not  
2 limited to <www.econo-soft.com>.

3 19. In order to confirm these allegations, Microsoft placed one or more orders of  
4 FrontPage on <www.econo-soft.com>. After payment information was submitted, Microsoft  
5 received a "link" to an Internet website (<http://econo-  
6 soft.com/files/MS\_FrontPage\_2003.exe>) to download the software program. Microsoft  
7 downloaded the program and determined that it was an unauthorized reproduction of the  
8 FrontPage program.

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

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

## 20 **FIRST CAUSE OF ACTION**

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

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

24 23. Microsoft is the sole owner and licensor of the software programs identified in  
25 paragraph 9 above, as well as other software covered by Microsoft's registered copyrights and  
26

1 bearing Microsoft's registered trademarks or imitations thereof, and of all corresponding  
2 copyrights and Certificates of Registration.

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

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

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

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

20 28. Microsoft is also entitled to injunctive relief enjoining defendants' wrongful  
21 conduct pursuant to 17 U.S.C. § 502 and an order impounding all infringing materials  
22 pursuant to 17 U.S.C. §§ 503 and 509(a). Microsoft has no adequate remedy at law for  
23 defendants' wrongful conduct because, among other things: (a) Microsoft's copyrights are  
24 unique and valuable property which have no readily determinable market value;  
25 (b) defendants' infringement harms Microsoft's business reputation and goodwill such that  
26

1 Microsoft could not be made whole by any monetary award; and (c) defendants' wrongful  
2 conduct, and the resulting damage to Microsoft, is continuing.

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

5 **SECOND CAUSE OF ACTION**

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

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

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

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

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

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

24 35. Defendants' activities are likely to lead the public to conclude, incorrectly, that  
25 the infringing materials that defendants are using, advertising, installing, marketing, offering  
26

1 or distributing originate with or are authorized by Microsoft, to the damage and harm of  
2 Microsoft, its licensees, and the public.

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

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

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

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



1 authenticity of the infringing materials; and (d) defendants' wrongful conduct, and the  
2 resulting damages to Microsoft, is continuing.

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

### 5 **THIRD CAUSE OF ACTION**

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

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

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

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

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

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

24 46. Defendants engaged in such wrongful conduct with the willful purpose of  
25 (a) misleading, deceiving or confusing customers and the public as to the origin and  
26 authenticity of the goods and services offered, marketed or distributed in connection with

1 Microsoft's marks, name, and imitation visual designs and (b) trading upon Microsoft's  
2 business reputation and goodwill.

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

7 48. Defendants' wrongful conduct is likely to continue unless restrained and  
8 enjoined.

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

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

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

1 **FOURTH CAUSE OF ACTION**

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

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

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

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

10 55. Microsoft is also entitled, pursuant to 15 U.S.C. § 1117(a) and 17 U.S.C.  
11 § 504(b), to recover all profits of defendants that are attributable to their acts of infringement  
12 or violations thereof.

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

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

18 **FIFTH CAUSE OF ACTION**

19 **(Accounting)**

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

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

25 60. The amount of money due from defendants to Microsoft is unknown to  
26 Microsoft and cannot be ascertained without a detailed accounting by defendants of the

1 precise number of units of infringing material offered for distribution and distributed by  
2 defendants.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Microsoft respectfully requests judgment as follows:

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

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

7 b. willfully infringed Microsoft's rights in federally registered trademarks  
8 and/or service mark;

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

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

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

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

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

26 c. using any simulation, reproduction, counterfeit, copy or colorable

1 imitation of Microsoft's registered copyrights, registered trademarks, and/or service mark, in  
2 connection with the manufacture, assembly, production, distribution, offering for distribution,  
3 circulation, sale, offering for sale, import, advertisement, promotion or display of any  
4 software program, item, and/or thing not authorized or licensed by Microsoft;

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

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

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

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

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

25 3. That the Court enter an order impounding all unauthorized reproductions of  
26 infringing Microsoft software and/or materials—including Internet website depictions—

1 bearing any of Microsoft's trademarks or service mark or any Microsoft documentation or  
2 packaging, and any related items, including business records, that are in defendants'  
3 possession or under defendants' control, and ordering the remedial destruction of all  
4 impounded items.

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

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

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

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

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

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COMPLAINT FOR DAMAGES AND  
EQUITABLE RELIEF - 14

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1 DATED this 19th day of October, 2007.  
2

3 KIRKPATRICK & LOCKHART  
4 PRESTON GATES ELLIS LLP

5 By   
6

David A. Bateman, WSBA # 14262

Alex Wagner WSBA # 36856

7 Attorneys for Plaintiff  
8 Microsoft Corporation  
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COMPLAINT FOR DAMAGES AND  
EQUITABLE RELIEF - 15

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# **EXHIBIT 1**



# CERTIFICATE OF REGISTRATION



OFFICIAL SEAL

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

RE

TX 5-837-613



1700000376134

EFFECTIVE DATE OF REGISTRATION

12 9 03  
Month Day Year

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

1

TITLE OF THIS WORK ▼

Microsoft Office FrontPage 2003

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

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.

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 ▼

3

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

2003

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Month ▼ October Day ▼ 21 Year ▼ 2003

USA

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

Law and Corporate Affairs

One Microsoft Way

Redmond, WA 98052

APPLICATION RECEIVED

DEC 9 2003

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED

DEC 9 2003

FUNDS RECEIVED

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 ▼

MORE ON BACK ►

• Complete all applicable spaces (numbers 5-9) on the reverse side of this page  
• See detailed instructions  
• Sign the form at line 8

DO NOT WRITE HERE

Page 1 of 2 pages



# **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  
Bellevue, Wash. 98004

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**

**Reg. No. 2,046,526**

**United States Patent and Trademark Office**

**Registered Mar. 18, 1997**

**TRADEMARK  
PRINCIPAL REGISTER**

**FRONTPAGE**

**VERMEER TECHNOLOGIES, INC. (DELA-  
WARE CORPORATION)  
725 CONCORD AVENUE  
CAMBRIDGE, MA 02138**

**FOR: COMPUTER AUTHORING SOFTWARE  
FOR USE ON COMPUTER COMMUNICATION  
NETWORKS, NAMELY, SOFTWARE FOR CRE-  
ATING, EDITING AND DELIVERING TEXTU-  
AL AND GRAPHIC INFORMATION, LOCALLY**

**AND REMOTELY, AND INSTRUCTION  
MANUALS SOLD AS A UNIT, IN CLASS 9 (U.S.  
CLS. 21, 23, 26, 36 AND 38).**

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**ELIZABETH A. DUNN, EXAMINING ATTOR-  
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