

1 The Hon. Ricardo S. Martinez

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

10 MICROSOFT CORPORATION, a
Washington corporation,

11 Plaintiff,

12 v.

13 IMMERSION CORPORATION, a
14 Delaware corporation,

15 Defendant.

No. 2:07-cv-936 RSM

**MICROSOFT'S ANSWER AND
AFFIRMATIVE DEFENSES TO
DEFENDANT IMMERSION'S
COUNTERCLAIMS**

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17 Microsoft Corporation ("Microsoft"), answers Immersion Corporation's
18 ("Immersion") Counterclaims as follows:

- 19 1. Microsoft admits paragraphs 49-51 of the Counterclaims.
- 20 2. Microsoft admits the first sentence in paragraph 52 of the
21 Counterclaims. Microsoft admits that Immersion was founded in 1993, and that it
22 has licensed and marketed "haptic" technology that allows people to interact with
23 computers and other devices using their sense of touch. Microsoft denies the
24 remaining allegations in paragraph 52 of the Counterclaims.
- 25 3. Microsoft admits paragraph 53 of the Counterclaims.

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MICROSOFT'S ANSWER AND AFFIRMATIVE DEFENSES TO
DEFENDANT'S COUNTERCLAIMS (No. 2:07-cv-936RSM) - 1
4827-0179-5073.01
091707/1520/20363.00411

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SEATTLE, WA 98154-1192
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1 4. Microsoft admits that it has filed an action against Immersion, arising
2 out of Immersion's settlement of its lawsuit against Sony. Microsoft's Original and
3 Amended Complaint are a matter of record in this case, and speak for
4 themselves. Microsoft denies Immersion's characterizations of those pleadings,
5 and denies the remaining allegations in paragraph 54 of the Counterclaims.

6 5. Microsoft admits the first sentence in paragraph 55 of the
7 Counterclaims, and that Immersion and Microsoft entered into a Confidentiality
8 Agreement. Microsoft denies that the Confidentiality Agreement was necessary or
9 required for Microsoft to review the Sony Agreement, which Immersion was
10 required to produce to Microsoft pursuant to the Microsoft/Immersion Sublicense
11 Agreement. Microsoft denies any remaining allegations in paragraph 55 of the
12 Counterclaims.

13 6. Microsoft admits that the language quoted in paragraphs 56 and 57
14 of the Counterclaims is contained in the Confidentiality Agreement. Microsoft
15 denies the remaining allegations in paragraphs 56 and 57 of the Counterclaims.

16 7. Microsoft admits that Immersion provided Microsoft with an
17 unredacted copy of the Agreement between Immersion and Sony. Microsoft
18 denies any remaining allegations in paragraph 58 of the Counterclaims.

19 8. Microsoft admits only that it filed its Original Complaint in this case
20 on June 18, 2007. Microsoft denies the remaining allegations in paragraph 59 of
21 the Counterclaims.

22 9. Microsoft admits that it obtained unredacted terms of the Sony
23 Agreement from the unredacted copy of the Sony Agreement provided to
24 Microsoft by Immersion. Microsoft denies the remaining allegations in
25 paragraph 60 of the Counterclaims.

1 CERTIFICATE OF SERVICE

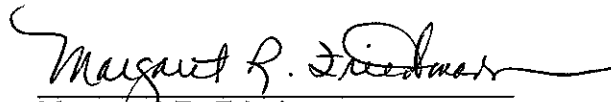
2 The undersigned certifies that on the 18th day of September, 2007, I
3 electronically filed the foregoing with the Clerk of the Court using the CM/ECF
4 system which will send notification of such filing to the following:

5 Bradley S. Keller
6 Jofrey M. McWilliam
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13 A copy of this document has also been served via U.S. Mail and email on
14 the following counsel who have filed applications to appear Pro Hac Vice in this
15 matter:

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26 Executed at Seattle, Washington this 18th day of September, 2007.



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