

EXHIBIT E

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Suite 1600
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Reply to: Reno

January 18, 2010

Jim Buckmaster, CEO
Craigslist
1381 9th Ave.
San Francisco, CA 94122-2308

Re: *Craigslist Website*

Dear Mr. Buckmaster:

Watson Rounds represents GraphOn Corporation, a Santa Cruz company that owns an extensive patent portfolio for internet-based products and services. We have reviewed the Craigslist website in detail, and believe that there may be interest on the part of Craigslist in licensing four of GraphOn's patents, U.S. Patent No.'s 6,324,538, 6,850,940, 7,028,034 and 7,269,591. We have attached these patents, along with preliminary charts outlining the patent claim elements, the corresponding Craigslist website pages for its paid employment listings that satisfy these elements, a Markman Order from the Eastern District of Texas that interprets two of the patents' key elements, and a sample licensing agreement.

Once you have reviewed these materials, we would appreciate an opportunity to meet with you to discuss licensing options for these patents, and perhaps other patents in the GraphOn portfolio. To date, GraphOn has licensed its portfolio, to AutoTrader.com, Classified Ventures (Cars.com), Careerbuilder.com, Google, Yahoo!, eBay and others, and it would appreciate the opportunity to add Craigslist to this growing list without time-consuming and costly litigation for both parties.

We look forward to hearing from you.

Sincerely yours,



Michael D. Rounds, Esq.
WATSON ROUNDS
A Professional Corporation

LICENSE AGREEMENT

This License Agreement is made between GraphOn Corporation ("GraphOn"), a Delaware corporation with its principal place of business at 5400 Soquel Avenue, Suite A2, Santa Cruz, California, and Craigslist, Inc. ("Craigslist"), a corporation duly organized and existing under the laws of the State of Delaware, having a place of business at 1381 9th Avenue, San Francisco, CA 94122. GraphOn and Craigslist may be referred to herein singularly as "Party" or collectively as "the Parties." The effective date of this Agreement is August __, 2009 ("Effective Date.").

WHEREAS, GraphOn alleges infringement of U.S. Patent No.'s 6,324,538 and 6,850,940 against Craigslist;

WHEREAS, the Parties desire to settle and resolve all differences and disputes that exist or may exist between them and in connection with such resolution, GraphOn wishes to license Craigslist (as defined in paragraph 3) certain patent rights and Craigslist wishes to obtain such patent rights;

NOW THEREFORE, in consideration of the following terms, covenants and conditions, the Parties agree as follows:

1. "Patent Rights" means:

(a) The patents acquired through GraphOn's acquisition of Network Engineering Software, Inc. including United States Patent Nos. 5,870,550, 6,647,422, 7,386,880, 5,778,367, 6,324,538, 6,850,940, 7,028,034, 7,269,591, 5,826,014, 6,061,798, 7,127,464, 7,360,244, 7,380,273, 7,383,573, 5,898,830, 6,052,788, 6,804,783, 6,751,738, 7,269,847, 7,249,378, 7,028,336, 7,249,376, 7,424,737 and 5,790,664 ("the Patents");

(b) all patents issued or issuing on any continuation, continuation-in-part or divisional application, claiming priority to any of the Patents;

(c) all patents issued or issuing on all foreign patent applications claiming priority to any of the Patents; and

(d) all re-issues, re-examinations and extensions of any of the Patents;
and

2. GraphOn warrants that it owns all right, title and interest in and to the Patent Rights and that it owns no patents as of the Effective Date other than the patents listed in Section 1 above.

3. The term "Craigslist" shall mean Craigslist, Inc. and any corporation, company, or other entity which is now or in the future directly or indirectly controlled by Craigslist (each, a "Craigslist Affiliate"). The term "control" as used in this Section 3

shall mean ownership of more than 50 percent of the outstanding shares representing the right to vote for directors or other managing officers of such corporation, company or other entity, or, for a corporation, company or other entity which does not have outstanding shares, more than 50 percent of the ownership interest representing the right to make decisions for such corporation, company or other entity; provided, however, such corporation, company or other entity shall be deemed part of Craigslist only so long as such "control" exists. Where Craigslist and/or any Craigslist Affiliate(s) now or in the future jointly or collectively control an entity (through aggregation of their respective ownership interests), that entity shall also be included in the definition of Craigslist within the meaning of this paragraph. However, control of any future entity shall be acquired for a legitimate business purpose and not for the purpose of undermining GraphOn's ability to license its Patent Rights to third parties.

4. (a) GraphOn hereby grants Craigslist a world-wide, non-exclusive, fully paid up, irrevocable license to practice and have practiced on behalf of Craigslist all claims to the Patent Rights.

(b) GraphOn covenants not to sue Craigslist, its officers, directors, employees, successors, paragraph 4(c) sublicensees or assigns, or any provider, customer or user of any web site or other product, system or service operated by or on behalf of Craigslist for violation of Patent Rights based upon any activity prior to or after the Effective Date of this Agreement.

(c) Craigslist has no right to assign, license or sublicense any of the Patent Rights, except in the case of an acquisition, merger, reorganization or sale of all or substantially all of the assets of Craigslist, in which case the rights under this Agreement may be assigned to the applicable successor or acquiring entity without the prior consent of GraphOn, but only to the extent of the operational scope of Craigslist's business at the time of the transfer. Craigslist may also sublicense its rights under this Agreement to an entity acquiring a portion of Craigslist's business, but only to the extent of the operational scope of the acquired portion of Craigslist's business at the time of the transfer. Any such sublicense shall be for a legitimate business purpose and not for purposes of undermining GraphOn's ability to license its Patent Rights to third parties.

(d) Any transfer of any of the Patent Rights by GraphOn in the future shall be made expressly subject to the licenses, releases and covenants not to sue granted Craigslist herein.

5. Craigslist shall pay a one-time fee to GraphOn of \$_____ for the license to the Patent Rights identified herein. Craigslist shall pay the one time fee in a single payment within seven (7) business days of the execution of this Agreement. Payment shall be made by wire transfer to Watson Rounds, counsel for GraphOn: First Independent Bank of Nevada, Watson Rounds Client Trust Account, Routing No. 121202062, Account No. 013014519.

6. GraphOn, on the one hand, and Craigslist, on the other, forever mutually discharge and release each other, and their past and present officers, directors, shareholders, subsidiaries, affiliates, agents, representatives, employees and attorneys, from any and all claims and causes of action of whatever kind or nature, whether known or unknown, that relate in any way to the infringement, validity or unenforceability of the Patents. The Parties understand and agree that the releases set forth in this Agreement extend to all claims of any nature and kind, whether known or unknown, suspected or unsuspected, except for actions necessary to enforce the terms of this Agreement. With respect to such releases, the Parties hereby expressly waive and relinquish any and all rights under Section 1542 of the California Civil Code, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known to him, must have materially affected his settlement with the debtor.”

7. The terms of this Agreement are confidential between the Parties and may not be disclosed to any third party person, entity or organization except as required by the SEC, subpoena, written discovery or other law or regulation. In the event disclosure is required, the disclosing Party shall limit the disclosure and maintain the confidentiality of this Agreement and its terms to the extent permitted by the SEC, subpoena, written discovery, applicable law or regulation. For example, GraphOn shall use its best efforts to disclose in its SEC filings only the gross amounts that it has received in settlement and licensing revenues from Craigslist and perhaps other third parties, but not the amount paid as a fee by any one entity. Any press release issued by either Party shall simply state that the Parties have resolved their differences. Notwithstanding the foregoing, subject to the restriction of this Section 7, each Party is permitted to disclose the terms of this Agreement to necessary officers, directors, employees, contractors, auditors and professional advisors and Craigslist is permitted to disclose the terms of this Agreement to any corporation, company or entity that has rights hereunder, including any entity in the definition of Craigslist and any of Craigslist's actual or potential successors, sublicensees or assigns herein.

8. The term of this Agreement shall be from the Effective Date until the last to expire of the Patent Rights, however the covenants not to sue in Section 4(b) and the release in Section 6 shall survive any such expiration.

9. Each of the Parties represents, warrants and agrees that it has not assigned or otherwise transferred to any third party any interest in any claim it may have against another Party to this Agreement, and agrees to indemnify and hold all other Parties harmless from any liability, including but not limited to, attorneys fees, costs and expenses, resulting from its having assigned or transferred such an interest to a third party.

10. This Agreement may be executed by the Parties in counterparts and exchanged by electronic means, with the same effect as if all Parties had signed the same instrument.

11. This Agreement shall be governed by the laws of the State of California, exclusive of its conflicts of law principles. The Parties consent to exclusive jurisdiction of the state and federal courts located in the Northern District of California for the resolution of any disputes arising out of this Agreement.

12. This Agreement constitutes the complete, final and exclusive embodiment of the entire agreement between the Parties with regard to the subject matter hereof. It is entered into without reliance on any promises or representations, written or oral, other than those expressly contained herein, and it supersedes any other promises, warranties or representations. This Agreement can not be modified or amended except in writing, signed by the Party to be bound by the modification or amendment which specifically mentions this Agreement.

13. The Parties to this Agreement and their counsel have participated jointly in the negotiation and drafting of this Agreement, and for all purposes this Agreement shall be deemed to have been drafted jointly by the Parties and their counsel.

14. The Parties execute this Agreement freely and voluntarily and without acting under any duress or in reliance upon any threat made by or on behalf of the other Party. Each Party has consulted with or has had an opportunity to consult with counsel of their own choice about the legal effect of entering into this Agreement.

15. If a court of competent jurisdiction determines that any term or provision of this Agreement is invalid or unenforceable, in whole or in part, then the remaining terms and provisions hereof shall be unimpaired. Such court will have the authority to modify or replace the invalid or unenforceable term or provision with a valid and enforceable term or provision that accurately embodies the Parties' intention with respect to the invalid or unenforceable term or provision.

16. In the event of any action or proceeding alleging the breach of this Agreement, the Party prevailing in such action or proceeding shall be entitled to recover from the Party who breaches the Agreement, not only the amount of any judgment or order, but also such other costs and expenses as may be reasonably incurred by said Party, including court costs and reasonable attorney fees and all other reasonable cost and expenses, whether taxed or otherwise, incurred in connection with said action or proceeding. Such additional recovery, provided for in this paragraph 16, will be contingent upon a finding of the Court that the recovering Party was the prevailing Party in the action and that the breach giving rise to the recovery was a material breach of this Agreement.

17. The Parties acknowledge and agree that all rights and licenses granted by GraphOn under or pursuant to this Agreement are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code, as amended (the "Bankruptcy Code"), licenses of rights to "intellectual property" as defined under Section 101 of the Bankruptcy Code. The Parties agree that, notwithstanding anything else in this Agreement, Craigslist, as a licensee of such intellectual property rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code (including, without limitation, Craigslist's right to the continued enjoyment of the rights and licenses granted by GraphOn under this Agreement).

18. Each person who executes this Agreement on behalf of GraphOn or Craigslist, respectively, represents and warrants to the other Party that he or she has the authority of the directors and officers of said entity to do so, and each Party agrees to indemnify and hold harmless the other Party from any claim that such authority did not exist.

19. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of each of GraphOn and Craigslist.

20. Nothing in this Agreement, including the payment described in Section 5, shall be deemed an admission of patent infringement, validity or enforceability or any other liability by Craigslist.

GraphOn Corporation,
a Delaware corporation

Dated: _____

By: _____

Its: _____

Craigslist, Inc.,
a Delaware corporation

Dated: _____

By: _____

Its: _____

craigslist

SF bay area ~ 56,100 eBay pen 11/10/02

post to classmates

my account

help, faq, abuse, legal

search craigslist

for sale

personals

event calendar

- 26 27 28 29 30 31 1
- 2 3 4 5 6 7 8
- 9 10 11 12 13 14 15
- 16 17 18 19 20 21 22

discussion forums

- avoid scams & fraud
- personal safety tips
- craigslist blog
- craigslist fact sheet
- best-of-craigslist
- job boards compared
- weather quake tide
- progressive directory
- craigslist movie & dvd
- craigslist foundation
- system status
- terms of use privacy
- about us help

community

- activities
- artists
- childcare
- general
- groups
- politics
- police
- volunteers
- classes

housing

- lost+found
- musicians
- local news
- general
- ideashare
- housing wanted
- housing swap
- vacation rentals
- parking / storage
- office / commercial
- real estate for sale

for sale

- women seek women
- women seeking men
- men seeking women
- men seeking men
- misc romance
- casual encounters
- missed connections
- rants and raves
- appliances arts+crafts
- auto parts
- barber
- baby-kids
- bikes
- beauty+thlh
- boats
- cars+trucks
- books
- cds/dvds
- business
- cell phones
- clothes+acc
- computer
- collectibles
- electronics
- furniture
- general
- farm+garden
- garage sale
- jewelry
- materials
- household
- rvs
- motorcycles
- music instr
- photovideo
- tools
- toys+games
- video gaming
- wanted

jobs

- accredited+finance
- advertising / office
- architect / engineering
- at / media / design
- biotech / science
- business / mgmt
- customer service
- education
- food / bev / hosp
- general labor
- government
- human resources
- internet engineers
- legal / paralegal
- manufacturing
- marketing / pr / ad
- medical / health
- nonprofit sector
- real estate
- retail / wholesale
- sales / biz dev
- salon / spa / fitness
- security
- skilled trade / craft
- software / qa / dba
- systems / network
- technical support
- transport
- tv / film / video
- web / info design
- writing / editing
- [ETC] [part time]
- beauty
- automotive
- computer farm+garden
- create+ household
- event
- labor/move
- financial
- skill+trade
- legal
- real estate
- lessons
- sm biz ads
- pet
- therapeutic
- adult
- travel/vac
- writer/edit/rtb
- services
- gligs
- computer
- event
- creative
- labor
- crew
- domestic
- writing
- talent
- adult
- resumes

us cities

- atlanta
- auslin
- boston
- chicago
- dallas
- denver
- houston
- las vegas
- los angeles
- miami
- manneapolis
- new york
- orange co
- philadelphia
- phoenix
- portland
- raleigh
- sacramento
- san diego
- seattle
- si bay area
- west oc
- more

us states

- alabama
- alaska
- arizona
- california
- colorado
- connecticut
- dc
- delaware
- florida
- georgia
- guam
- hawaii
- idaho
- illinois
- indiana
- iowa
- kansas
- kentucky
- louisiana
- maine
- maryland
- mass
- md
- minnesota
- mississippi
- missouri
- montana
- n carolina
- n hampshire
- nebraska
- nevada
- new jersey
- new mexico
- new york
- north dakota
- ohio
- oklahoma
- oregon
- pennsylvania
- puerto rico
- rhode island
- s carolina
- south dakota
- tennessee
- terras
- utah
- vermont
- virginia
- washington
- west virginia
- wisconsin
- wyoming

countries

- argentina
- austria
- australia
- bangladesh
- belgium
- brazil
- canada
- caribbean
- chile
- china
- colombia
- costa rica
- czech republic
- denmark
- egypt
- ireland
- france
- germany
- great britain
- greece
- hong kong
- hungary
- india
- indonesia
- ireland
- israel
- italy
- japan
- korea
- kuwait
- malaysia
- mexico
- netherlands
- netherlands
- new zealand
- norway
- poland
- portugal
- russia
- singapore
- south africa
- spain
- sweden
- switzerland
- taiwan
- thailand
- turkey
- uae
- uk
- uruguay
- us
- venezuela
- vietnam

SF bay area craigslist > create posting

Your posting will expire from the site in 30 days.

log in to your account
[\[Apply for Account\]](#)

Please post to a single geographic area and category only -- cross-posting to multiple cities or categories is not allowed

What type of posting is this:

- job offered
- resume / job wanted
- housing offered
- housing wanted
- for sale (please review this partial list of prohibited items)
- item wanted
- gig offered (I'm hiring for a for a short-term, small, or odd job)
- service offered
- personal / romance
- community
- event

FIGURE 2

SF bay area craigslist > jobs > create posting

Your posting will expire from the site in 30 days.

Log In to your account
[Apply for Account](#)

Your current total \$75

Select one or more categories.

- accounting/finance jobs
- admin/office jobs
- architect/engineer/CAD jobs (no IT/computer jobs here please)
- art/media/design jobs
- business/mgmt jobs
- customer service jobs
- education/teaching jobs
- et cetera jobs
- food/beverage/hospitality jobs
- general labor jobs
- government jobs
- healthcare jobs
- human resource jobs
- internet engineering jobs
- legal/paralegal jobs
- manufacturing jobs
- marketing/advertising/PR jobs
- nonprofit jobs
- real estate jobs
- retail/wholesale jobs
- sales jobs
- salon/spa/fitness jobs
- science/biotech jobs
- security jobs
- skilled trades/artisan jobs
- software/QA/DBA/etc jobs
- systems/networking jobs
- technical support jobs
- transportation jobs
- tv/film/video/radio jobs
- web/HTML/info design jobs
- writing/editing jobs

*FLORANT'S
(1 of 2)*

SF buy area crawl/list | posting > jobs

SELECT ONE OR MORE CATEGORIES:

- accounting/finance jobs
- admin/office jobs
- architect/engineer/CAD jobs (no IT/computer jobs here please)
- art/media/design jobs
- business/mgmt jobs
- customer service jobs
- education/teaching jobs
- et cetera jobs
- food/beverage/hospitality jobs
- general labor jobs
- government jobs
- healthcare jobs
- human resource jobs
- internet engineering jobs
- legal/paralegal jobs
- manufacturing jobs
- marketing/advertising/P.R. jobs
- nonprofit jobs
- real estate jobs
- retail/wholesale jobs
- sales jobs
- salon/spa/fitness jobs
- science/biotech jobs
- security jobs
- skilled trades/artisan jobs
- software/QA/DBA/etc jobs
- systems/networking jobs
- technical support jobs
- transportation jobs
- tv/film/video/audio jobs
- web/IT/IT/info design jobs
- writing/editing jobs

Your current total \$75

Proceed

New category needed? Suggest one [here](#)

Figure 3
(2 of 2)

SF bay area craigslist > legal/paralegal jobs > create posting
Your posting will expire from the site in 30 days.

log in to your account
Apply for Account

choose the area nearest you (or suggest a new one):

please note: your posting will also appear on the main site.

there is no need to cross-post to more than one area - doing so may get you flagged and/or blocked - thanks!

- city of san francisco
- south bay area
- east bay area
- peninsula
- north bay / marin
- santa cruz co

FIGURE 4

SF bay area craigslist (san francisco) > legal/paralegal jobs > create posting
Your posting will expire from the site in 30 days.
log in to your account
Apply for Account

Which of these locations fits best? (suggest a new one)

- alamo square / nopa
- bayview
- bernal heights
- castro / upper market
- cole valley / ashbury hts
- downtown / civic / van ness
- excelsior / outer mission
- financial district
- glen park
- haight ashbury
- hayes valley
- ingleside / SFSU / CCSE
- inner richmond
- inner sunset / UCSE
- laural hts / presidio
- lower haight
- lower nob hill
- lower Pac hts
- marina / cow hollow
- mission district
- nob hill
- noe valley
- north beach / telegraph hill
- pacific heights
- portola district
- potrero hill
- richmond / seacliff
- russian hill
- SOMA / south beach
- sunset / parkside
- tenderloin
- treasure island
- town peaks / diamond hts
- USF / panhandle
- visitation valley

bypass this step
Your posting may not show up in by-location searches

FIGURE 5

SF bay area craigslist (san francisco) > legal/paralegal jobs > create posting
Your posting will expire from the site in 30 days
[log in to your account](#)
[Apply for Account](#)

SF bay area craigslist > san francisco > jobs > legal/paralegal jobs

Posting Title: Specific Location:

Reply to: [show](#) [hide](#) [anonymous](#) [will show as: job:XXXXXXXXXX@CRAIGSLIST.ORG](#)

Posting Description: Only one job description per posting please. Please see our [FAQ](#) for job posters

Qualified applicants will have extensive discovery & litigation support experience, be detail oriented, possess experience in reviewing and drafting documents, document control and client contact. Minimum of 3 years litigation support required and experience with intellectual property litigation strongly preferred. Must have knowledge of Federal and State Court rules and procedures and e-filing. Excellent writing, communication and overall case organization management skills are a must. This position requires strong computer skills, including knowledge of MS Word, Power Point and Outlook. Candidates must be self-motivated and have the ability to work both independently and as part of a team in a fast-paced environment. Salary: DOE. Firm offers a competitive salary and benefits package. Great opportunity for a driven, detail oriented individual who wants to work for a firm that offers a positive and dynamic work environment

Compensation: [please be as detailed as possible]
DOE

telecommuting ok part-time contract non-profit organization internship
 direct contact by recruiters is ok phone calls to you about this job are ok
 ok to highlight this job opening for persons with disabilities [?]

Mark's 6

SF bay area craigslist (san francisco) > legal/paralegal jobs > create posting

Your posting will expire from the site in 30 days.

[log in to your account](#)

[Apply for Account](#)

Description	Price
Litigation Paralegal legal paralegal jobs	75.00
Total To Be Charged:	75.00

The following ad will be posted to SF bay area (san francisco) craigslist for jalger@watsonrounds.com

SF bay area craigslist > san francisco > jobs > legal/paralegal jobs

Litigation Paralegal (Reno)

Date: 2009-07-22, 3:26PM PDT

Reply to: your anonymous craigslist address will appear here

Qualified applicants will have extensive discovery & litigation support experience, be detailed oriented, possess experience in reviewing and drafting documents, document control and client contact. Minimum of 5 years litigation support required and experience with intellectual property litigation strongly preferred. Must have knowledge of Federal and State Court rules and procedures and e-filing. Excellent writing, communication and overall case organization/management skills are a must. This position requires strong computer skills, including knowledge of MS Word, Power Point and Outlook. Candidates must be self-motivated and have the ability to work both independently and as part of a team in a fast-paced environment. Salary DOE. Firm offers a competitive salary and benefits package. Great opportunity for a driven, detail oriented individual who wants to work for a firm that offers a positive and dynamic work environment.

- Location: Reno
- Compensation: DOE
- Principals only Recruiters, please don't contact this job poster
- Please, no phone calls about this job!
- Please do not contact job poster about other services, products or commercial interests

[Continue](#)

[Edit](#)

Please remember that we don't edit or proofread your posting and that the responsibility for the content is yours.

Henry 7

SF bay area craigslist (san francisco) > legal/paralegal jobs > create posting
Your posting will expire from the site in 30 days

Terms of Use

1. ACCEPTANCE OF TERMS

craigslist provides a collection of online resources, including classified ads, forums, and various email services, (referred to hereafter as "the Service") subject to the following Terms of Use ("TOU"). By using the Service in any way, you are agreeing to comply with the TOU. In addition, when using particular craigslist services, you agree to abide by any applicable posted guidelines for all craigslist services, which may change from time to time. Should you object to any term or condition of the TOU, any guidelines, or any subsequent modifications thereto or become dissatisfied with craigslist in any way, your only recourse is to immediately discontinue use of craigslist. craigslist has the right, but is not obligated, to strictly enforce the TOU through self-help, community moderation, active investigation, litigation and prosecution

2. MODIFICATIONS TO THIS AGREEMENT

We reserve the right, at our sole discretion, to change, modify or otherwise alter these terms and conditions at any time. Such modifications shall become effective immediately upon the posting thereof. You must review this agreement on a regular basis to keep yourself apprised of any changes. You can find the most recent version of the TOU at: http://www.craigslist.org/about/terms_of_use.html

3. CONTENT

You understand that all postings, messages, text files, images, photos

log in to your account
[Apply for Account](#)

Figure 8

SF bay area craigslist (san francisco) > legal/paralegal jobs > create posting
Your posting will expire from the site in 30 days.

Log In to your account
(Apply for Account)

Billing Options

Log in to an existing craigslist Account

Pay now via Credit Card (American Express, MasterCard, Visa - no gift cards or pre-paid credit cards)

Continue

Hour 9

SF bay area Craigslist (san francisco) > legal/paralegal jobs > create posting
Your posting will expire from the site in 30 days.
[log in to your account](#)
[Apply for Account](#)

Description	Price
Litigation Paralegal legal paralegal jobs	75.00
Total To Be Charged:	75.00

Required fields are in green
The address entered in this form must EXACTLY match the billing address on your monthly credit card statement

Please enter your Credit Card information: (security info)

Card Number: 4381 322000335 Verification Number: *** *Always this*
Expiration Month / Year: 05 / 2012
(We accept American Express, MasterCard and Visa. No gift cards or pre-paid credit cards.)

Card Name: First: Michael Last: Rounds
Card Address: 571 Siercke Lane
City: Reno State: NV Zip Postal Code: 89511
Country: US Canada

Who should we contact if we have questions about your posting?

Contact Name: Jill Alger
Contact Phone Number: 775-322-1100
Contact Email Address: jalger@watsonrounds.com

(Please click **ONLY ONCE**, this step may take up to 60 seconds.)

FIGURE 10

SF bay area craigslist (san francisco) > [legal/paralegal jobs](#) > create posting
Your posting will expire from the site in 30 days.

[log in to your account](#)
[Apply for Account](#)

Thanks for posting with us. we really appreciate it!

A copy of your ad has been emailed to you, and should be live on the site in about 15 minutes.

Paid to craigslist 2009-07-22 -- payment ID 9121744

Description	Price
Lingation Paralegal <i>legal paralegal jobs</i>	75.00
Post another listing	
Return to SF bay area craigslist	
Total To Be Charged:	75.00

Figure 11

If this looks OK, you're done!

READ ALL OF THIS! ... TO SEE YOUR CHANGES:

- Go see your ad at <http://show.craigslist.org/sk/id/1233817746.html>
- While viewing that page, hold down the <ctrl> key and press the <F5> key
- The page should now show your ad, with your new changes included.

Your edits have been made. If you still don't see them after the above steps, try restarting your browser and looking again.

This ad will expire 30 days after it was created.
edit delete

[Back to Craigslist | Return to my account page](#)

Litigation Paralegal (Reno)

Date: 2009-07-22 3:32PM PDT

Reply to: job-cursv-1233817746@craigslist.org

Qualified applicants will have extensive discover; & litigation support experience; be detailed oriented, possess experience in reviewing and drafting documents, document control and client contact. Minimum of 5 years litigation support required and experience with intellectual property; litigation strong; preferred. Trial experience is also strongly preferred. Must have knowledge of Federal and State Court rules and procedures and e-filing. Excellent writing, communication and overall case organization management skills are a must. This position requires strong computer skills, including knowledge of MS Word, Power Point and Outlook. Candidates must be self-motivated and have the ability to work both independently and as part of a team in a fast-paced environment. Salary: DOE. Firm offers a competitive salary and benefits package. Great opportunity for a driven, detail oriented individual who wants to work for a firm that offers a positive and dynamic work environment.

- Location: Reno
- Compensation: DOE
- Principals only: Recruiters, please don't contact this job poster
- Please, no phone calls about this job!
- Please do not contact job poster about other services, products or commercial interests

PostingID: 1233817746

FIGURE 12

Reply Reply to All Forward Edit View Insert Format Tools Actions Help

Sent: Thu 7/30/2009 2:50 PM

From: JM Alger
To: JM Alger
Cc:
Subject: FW: jalger@watsonrounds.com - Found word(s) do not reply if you received this in error in the Text body - resending - craigslist self-posting URL(s)

-----Original Message-----

From: craigslist.org [mailto:nobody@craigslist.org] Posted At: Thursday, July 30, 2009 2:48 PM Posted To: Junk Mail
Conversation: jalger@watsonrounds.com - Found word(s) do not reply if you received this in error in the Text body - resending - craigslist self-posting URL(s)
Subject: jalger@watsonrounds.com - Found word(s) do not reply if you received this in error in the Text body - resending - craigslist self-posting URL(s)

per your request, here are the self-publishing / edit / deletion URL(s) for your recent posting(s) :

To access postings associated with your craigslist account log in here:

<https://accounts.craigslist.org/login>

7-22-2009 -- SF bay area / san Francisco -- Litigation Paralegal (legal jobs) :

<https://post.craigslist.org/manage/1261817746/3q5ch>

7-9-2009 -- reno -- IP Litigation Paralegal (Legal Jobs) :

<https://post.craigslist.org/manage/1261385875/7hg91>

If you received this in error, please email help@craigslist.org. This is an automated message. Please do not reply.

Alger 13

craigslist

online community

[help](#) > [resend craigslist posting self-publishing / edit / deletion URL\(s\)](#)

Enter the email address you used to submit your recent postings, and we will resend those postings: self-edit -delete URL:s
jalger@watsonrounds.com

March 14

cragslist: Account Log In

Log in to your cragslist account

NOTE: Not all prior posters have cragslist accounts. If you are not sure, check for the existence of an account by having your password reset.

Email / Handle:

Password:

(Cookies must be enabled)

[forgot password?](#)

Don't have an account? [Click here to sign up.](#)
need help? [Click here for additional information](#)

Figure 15

search help

Updated
Fri Feb 20 2009 03:59 PM

classified postings

- [how much does it cost?](#)
- [how to submit a post](#)
- [how to reply to a post](#)
- [how to edit or delete a post](#)
- [how to repost](#)
- [how to include a picture](#)
- [re-send publish/edit/delete email](#)
- [craigslist user accounts](#)

job classified postings

- [job posting fees](#)
- [how to submit a job post](#)
- [lifetime of job posts](#)
- [how to edit or delete a job post](#)
- [how to repost a job post](#)
- [about paid posting accounts](#)
- [log in to your account](#)
- [pay an invoice online](#)
- [more frequently asked questions](#)

frequently asked questions

- [where is my post?](#)
- [where is my self-publishing email?](#)
- [why was my posting deleted?](#)
- [what are "flags" and "banned"?](#)
- [what HTML tags are supported?](#)
- [where can I advertise my services?](#)
- [more frequently asked questions](#)
- [create services posting guidelines](#)

paid housing post (NYC only)

- [brokered housing post fees](#)
- [posting guidelines for NYC housing ads](#)
- [buy a block of ads with a credit card](#)
- [buy a block of ads and pay by check](#)

general help

- [system status](#)
- [searches on craigslist](#)
- [subscriptions](#)
- [feedback](#)

harassment, legal stuff, spam, email

- [personal harassment](#)
- [copyright violations](#)
- [spam](#)
- [law enforcement \(subpoenas etc.\)](#)
- [Email rejected - Non-Genent DMC](#)
- [Email rejected - DMCA Failure](#)

Still have questions? [try our help desk](#) discussion forum or [send us a note](#)

[about](#) > [help](#) > [how](#)

- Start by going here to set up a free account <https://accounts.craigslist.org/login/signup>
- You will be sent an email that contains a link
- Clicking on this link will take you to a page to enter a password

Updated
Sep 15th 2008 04:30 PM

Password:

Re-type Password:

Submit Password and Log in

Once you've entered a password of your choosing, click on "Submit Password and Log in".
Review the Terms of Use on the next page (at least glance at it!), then click "I ACCEPT" if you agree

post new ad in: san francisco bay area go

Make the appropriate selections in the next few screens, until you get to the main posting form

- Note the fields on this form may vary according to the category selected, but the basic required fields are covered here
- All fields with * text are required
- Enter a title in the Posting Title field. This is what people will click on to see the details of your posting description

Posting Title:

Price: Specific Location

Comfortable Green Couch

Enter all the details and information you want people to see in the Posting Description box

Posting Description:

I've only had this couch for six months and sadly I must part with it. It's a beautiful shade of light green and will go perfectly in your living room! There is a small tear in back but no stains! It is sturdy and also extremely comfortable.

Your email address will be masked with a craigslist anonymous address, but responses are forwarded to your email account. If you'd rather not receive replies by email, select "do not show any email address" and provide other contact information in the posting description

Your Email address: this address will NOT be visible on the website

Vertrauensadresse:

reply to:

do not show any email address. be sure to put a phone # or other contact info in your posting!

Once you have completed all the required fields, click "continue" at the bottom.
You are taken to a review screen of what your post will look like. If

about > help > how

Password:

Re-type Password:

You are now logged into your account. To submit a post, select your city from the drop down menu at the upper right and click "go"

post new ad in:

Note the fields on this form may vary according to the category selected, but the basic required fields are covered here.

All fields with green text are required

Posting Title: **Price:** **Specific Location:**

Enter all the details and information you want people to see in the Posting Description box

Posting Description:

I've only had this couch for six months and sadly I must part with it. It's a beautiful shade of light green and will go perfectly in your living room! There is a small tear in back but no stains! It is sturdy and also extremely comfortable.

Your email address will be masked with a craigslist anonymous address, but responses are forwarded to your email account. If you'd rather not receive replies by email, select "do not show any email address" and provide other contact information in the posting description

Your Email address: (this address will NOT be visible on the website)

reply to: sales@xxxxxxxxxx@craigslist.org (craigslist anonymizes your real address and relays replies to it)

do not show any email address: be sure to put a phone # or other contact info in your posting!

Once you have completed all the required fields, click "continue" at the bottom. You are taken to a review screen of what your post will look like. If you need to make changes, click "Edit." When everything looks the way you want it, click "continue."

- Your post will appear on the site in approximately fifteen minutes
- Still having trouble? Try our help desk discussion forum

Still have questions? Try our help desk discussion forum or send us a note

FIGURE 17
(2 OF 2)

about > help > user accounts

- [create new user account](#)
- [log in, view recent posts](#)
- [reset password](#)
- [paid posting accounts](#)

Updated:
Dec 10th, 2009 01:29 PM

What is my craigslist user account? Do I need one?

You can manage posts efficiently with a craigslist user account. The process of creating posts, editing and deleting them, and re-posting ads that have expired is much easier if you post frequently, or if you need to post paid ads, it makes sense to set up a user account.

How do I create a user account?

- Go to the [account signup form](#)
- Enter your email address, type the five-letter verification word that appears on the screen, and click "create account"
- We'll send you an email with the instructions for completing the account setup process.

How do I create an ad with my user account?

- [Log in to your user account](#)
- Use the pop-down menu in the upper right corner of your home page to select the craigslist site where you want to post
- Click "Go"

How do I edit a current post?

- [Log in to your user account](#)
- Locate the post you want to edit, click on its title
- Click "Edit this Posting"
- Edit the ad
- Click the "Make Changes" button to confirm

How do I repost an old ad?

- [Log in to your user account](#)
- Locate the post you want to re-post, click on its title
- Click "Repost this Posting"
- Select the category for the ad

FIGURE 18
(of 3)

about > help > user accounts

How do I repost an old ad?

- **Log in** to your user account.
- Locate the post you want to re-post, click on its title
- Click "Repost this Posting"
- Select the category for the ad
- Verify the title and body of your new ad, edit the text or add images if necessary, click "Continue"
- Check the preview of your post, then click "Continue" to publish the ad

How do I delete a current post?

- **Log in** to your user account.
- Locate the post you want to delete, click on its title
- Click "Delete this Posting"

How do I set a default Craigslist city for my ads?

- Click the "Settings" link at the top of your user account home page
- Adjust the pop-down menu option for "default site", then click the "change" button
- Click "account home" to return to your user account home page

How can I control the number of posts that will appear on my user account home page?

- Click the "Settings" link at the top of your user account home page
- Adjust the pop-down menu option for "maximum number of postings displayed", then click the "change" button
- Click "account home" to return to your user account home page

How do I adjust my default log-in duration?

- Click the "Settings" link at the top of your user account home page
- Adjust the pop-down menu option titled "stay logged in for", then click the "change" button
- Click "account home" to return to your user account home page

Can I remove an ad from my user account home page, or change the order of ads?

Not yet ... we hope to offer these features soon. For now, all posts associated with your user account are displayed in chronological order, the most recent ads are listed at the top

about > help > user accounts

How do I delete a current post?

- Log in to your user account
- Locate the post you want to delete, click on its title
- Click "Delete this Posting"

How do I set a default cragslist city for my ads?

- Click the "Settings" link at the top of your user account home page
- Adjust the pop-down menu option for "default site", then click the "change" button
- Click "account home" to return to your user account home page

How can I control the number of posts that will appear on my user account home page?

- Click the "Settings" link at the top of your user account home page
- Adjust the pop-down menu option for "maximum number of postings displayed", then click the "change" button
- Click "account home" to return to your user account home page

How do I adjust my default login duration?

- Click the "Settings" link at the top of your user account home page
- Adjust the pop-down menu option titled "stay logged in for", then click the "change" button
- Click "account home" to return to your user account home page

Can I remove an ad from my user account home page, or change the order of ads?

Not yet -- we hope to offer these features soon. For now, all posts associated with your user account are displayed in chronological order, the most recent ads are listed at the top

Do I need a user account to submit new ads?

User accounts may be required, depending on a number of circumstances (e.g., category, city, etc). In general, it is much easier to edit, delete and re-post your ads if you manage them through an account. If you post frequently, it makes sense to set up a user account.

Still have questions? try our [help](#), [ask discussion forum](#) or [send us a note](#)

FIGURE 12
(3 of 3)

[about](#) > [help](#) > [posting fees](#)

All craigslist postings are free, except for:

1. Job posts in the [San Francisco Bay Area](#)

- The fee for posting a job in the SF Bay Area is \$75. This fee pays for one job in one category (One job posted in two different categories would cost \$150)

2. Job posts in [Atlanta](#), [Austin](#), [Boston](#), [Chicago](#), [Dallas](#), [Denver](#), [Houston](#), [Los Angeles](#), [New York](#), [Orange County](#), [Philadelphia](#), [Phoenix](#), [Portland](#), [Sacramento](#), [San Diego](#), [Seattle](#), [South Florida](#), and [Washington DC](#)

- The fee for posting a job in these cities is \$25. This fee pays for one job in one category (One job posted in two different categories would cost \$50)

3. Brokered apartment rental listings in [New York](#)

- The fee for posting a brokered apartment rental in New York City is \$10

4. Posts in adult services and therapist services on craigslist sites in the United States

- The fee for posting ads in these categories is \$10. Live approved ads can be re-posted for \$5

There are two options for purchasing paid posts:

- post ads individually and pay by credit card for each ad
- buy a block of ads and pay for the block with a check

Still have questions? try our [help desk](#), discussion forum or [send us a note](#)

[about](#) > [help](#) > [job-edit](#)

PAID JOB POSTS (paid by credit card)
(ATL, AUS, BOS, CHI, DAL, DEN, HOU, LAX, MIA, NYC, ORC, PHI, PHX, PDX, SAC, SDO, SFO, SEA, WDC)

If you used a credit card to post your job, refer to the posting confirmation email you received when your job was posted. That email contains the information you will need to edit or delete your post.

If you don't have this email (never received it, lost it, deleted it), you can [request a new edit/delete link](#).

Updated
Oct 15th 2009 03:10 PM

PAID JOB POSTS (posted through a Craigslist account)
(ATL, AUS, BOS, CHI, DAL, DEN, HOU, LAX, MIA, NYC, ORC, PHI, PHX, PDX, SAC, SDO, SFO, SEA, WDC)

If you posted your job using a Craigslist paid jobs account, [log in to your account](#), select the appropriate post, and click the "Edit this Posting" button.

FREE JOB POSTS
(all other cities)

If you posted a job in a Craigslist city that offers free job posting, refer to the posting confirmation email you received when your job was posted. That email contains the information you will need to edit or delete your post.

If you don't have this email (never received it, lost it, deleted it), you can [request a new edit/delete link](#).

Still have questions? [try our help desk discussion forum](#) or [send us a note](#).

all SF bay area san francisco south bay east bay peninsula north bay santa cruz

search for litigation paralegal in: legal jobs neighborhoods telecommute contract internship part-time non-profit has image only search titles

Found: 18 Displaying: 1 - 18

Jul 28 - F/T PARALEGAL - (financial district)

Jul 28 - Calendar / Docket Legal Clerk - (financial district)

Jul 28 - Corporate Paralegal - (Costa Mesa, CA)

Jul 22 - Litigation Paralegal - (Reno)

Jul 22 - Litigation Paralegal - (financial district)

Jul 20 - Litigation Legal Assistant - (north beach / telegraph hill)

Jul 19 - MID LEVEL LIT PARALEGAL (2) - (SF/PA)

Jul 16 - Litigation Support Specialist (2 positions) - (San Francisco & Palo Alto)

Jul 14 - Hybrid Paralegal/Legal Secretary for Great Boutique Firm -

Jul 14 - Contract Litigation Paralegal - (financial district)

Jul 10 - Paralegal - (downtown / civic / van ness)

Jul 10 - Temporary Paralegal - San Francisco - \$25+ per hour - (San Francisco)

Jul 9 - Temporary Litigation Paralegal - (San Francisco)

Jul 2 - Family Law Secretary/Paralegal - Financial District - (financial district)

Jul 2 - F/T PARALEGAL - (financial district)

Jul 1 - Legal Assistant Needed Immediately - (SOMA / south beach)

Jul 1 - Regional Litigation Support Specialist - (financial district)

Jul 1 - Litigation Paralegal Coordinator (NLDNC-36636) -

1/1/00

Found: 18 Displaying: 1 - 18

Avoid scams and fraud by dealing locally! Beware any deal involving Western Union, Moneygram, wire transfer, cashier check, money order, shipping, escrow, or any promise of transaction protection/certification / guarantee. [More info](#)

[email this posting to a friend](#)

Litigation Paralegal (Reno)

please flag with care

misclassified

prohibited

spam/overpost

best of craigslist

Date: 2009-07-22, 3:32PM PDT

Reply to: job-cu55x-1283817746@craigslist.org [Email when replying to us](#)

Qualified applicants will have extensive discovery & litigation support experience, be detailed oriented, possess experience in reviewing and drafting documents, document control and client contact. Minimum of 5 years litigation support required and experience with intellectual property litigation strongly preferred. Trial experience is also strongly preferred. Must have knowledge of Federal and State Court rules and procedures and strong writing, communication and overall case organization/management skills are a must. This position requires strong computer skills, including knowledge of MS Word, Power Point and Outlook. Candidates must be self-motivated and have the ability to work both independently and as part of a team in a fast-paced environment. Salary DOE. Firm offers a competitive salary and benefits package. Great opportunity for a driven, detail oriented individual who wants to work for a firm that offers a positive and dynamic work environment.

- Location: Reno
- Compensation: DOE
- Principals only. Recruiters, please don't contact this job poster.
- Please, no phone calls about this job!
- Please do not contact job poster about other services, products or commercial interests.

PostingID: 1283817746

7/22/09

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

GRAPHON CORPORATION,	§	
Plaintiff,	§	
	§	
v.	§	CIVIL ACTION NO. 2-05-CV-530 (TJW)
	§	
AUTOTRADER.COM, INC.	§	
Defendant.	§	
	§	

MEMORANDUM OPINION AND ORDER

After considering the submissions and the arguments of counsel, the court issues the following order concerning the claim construction issues:

I. Introduction.

Plaintiff Graphon Corporation (“Graphon”) accuses Autotrader.com, Inc. (“Autotrader”) of infringing United States Patent Nos. 6,324,538 (“the ‘538 patent”) entitled “Automated On-line Information Service and Directory, Particularly for the World Wide Web” and 6,850,940 (“the ‘940 patent”) also entitled “Automated On-line Information Service and Directory, Particularly for the World Wide Web.” This opinion resolves the parties’ various claim construction disputes.

II. Background of the Technology

The ‘538 and the ‘940 patents originate from the same specification. The patents disclose an on-line information system including a database in which the user controls both the content of the information in the database and the manner in which that information is classified. The system receives user requests to publish electronic user information and also accepts information from users. Database entries are accessible on a computer network. The system protects the database entries by requiring a user to provide a correct password to create or modify an entry in the database. Bearing

this background in mind, the court now addresses the claim construction issues.

III. General Principles Governing Claim Construction

“A claim in a patent provides the metes and bounds of the right which the patent confers on the patentee to exclude others from making, using or selling the protected invention.” *Burke, Inc. v. Bruno Indep. Living Aids, Inc.*, 183 F.3d 1334, 1340 (Fed. Cir. 1999). Claim construction is an issue of law for the court to decide. *Markman v. Westview Instruments, Inc.*, 52 F.3d 967, 970-71 (Fed. Cir. 1995) (en banc), *aff'd*, 517 U.S. 370 (1996).

To ascertain the meaning of claims, the court looks to three primary sources: the claims, the specification, and the prosecution history. *Markman*, 52 F.3d at 979. Under the patent law, the specification must contain a written description of the invention that enables one of ordinary skill in the art to make and use the invention. A patent’s claims must be read in view of the specification, of which they are a part. *Id.* For claim construction purposes, the description may act as a sort of dictionary, which explains the invention and may define terms used in the claims. *Id.* “One purpose for examining the specification is to determine if the patentee has limited the scope of the claims.” *Watts v. XL Sys., Inc.*, 232 F.3d 877, 882 (Fed. Cir. 2000).

Nonetheless, it is the function of the claims, not the specification, to set forth the limits of the patentee’s claims. Otherwise, there would be no need for claims. *SRI Int’l v. Matsushita Elec. Corp.*, 775 F.2d 1107, 1121 (Fed. Cir. 1985) (en banc). The patentee is free to be his own lexicographer, but any special definition given to a word must be clearly set forth in the specification. *Intellicall, Inc. v. Phonometrics*, 952 F.2d 1384, 1388 (Fed. Cir. 1992). And, although the specification may indicate that certain embodiments are preferred, particular embodiments appearing in the specification will not be read into the claims when the claim language is broader

than the embodiments. *Electro Med. Sys., S.A. v. Cooper Life Sciences, Inc.*, 34 F.3d 1048, 1054 (Fed. Cir. 1994).

This court's claim construction decision must be informed by the Federal Circuit's decision in *Phillips v. AWH Corporation*, 415 F.3d 1303 (Fed. Cir. 2005) (en banc). In *Phillips*, the court set forth several guideposts that courts should follow when construing claims. In particular, the court reiterated that "the *claims* of a patent define the invention to which the patentee is entitled the right to exclude." 415 F.3d at 1312 (emphasis added) (quoting *Innova/Pure Water, Inc. v. Safari Water Filtration Systems, Inc.*, 381 F.3d 1111, 1115 (Fed. Cir. 2004)). To that end, the words used in a claim are generally given their ordinary and customary meaning. *Id.* The ordinary and customary meaning of a claim term "is the meaning that the term would have to a person of ordinary skill in the art in question at the time of the invention, i.e., as of the effective filing date of the patent application." *Id.* at 1313. This principle of patent law flows naturally from the recognition that inventors are usually persons who are skilled in the field of the invention. The patent is addressed to and intended to be read by others skilled in the particular art. *Id.*

The primacy of claim terms notwithstanding, *Phillips* made clear that "the person of ordinary skill in the art is deemed to read the claim term not only in the context of the particular claim in which the disputed term appears, but in the context of the entire patent, including the specification." *Id.* Although the claims themselves may provide guidance as to the meaning of particular terms, those terms are part of "a fully integrated written instrument." *Id.* at 1315 (quoting *Markman*, 52 F.3d at 978). Thus, the *Phillips* court emphasized the specification as being the primary basis for construing the claims. *Id.* at 1314-17. As the Supreme Court stated long ago, "in case of doubt or ambiguity it is proper in all cases to refer back to the descriptive portions of the specification to aid

in solving the doubt or in ascertaining the true intent and meaning of the language employed in the claims.” *Bates v. Coe*, 98 U.S. 31, 38 (1878). In addressing the role of the specification, the *Phillips* court quoted with approval its earlier observations from *Renishaw PLC v. Marposs Societa' per Azioni*, 158 F.3d 1243, 1250 (Fed. Cir. 1998):

Ultimately, the interpretation to be given a term can only be determined and confirmed with a full understanding of what the inventors actually invented and intended to envelop with the claim. The construction that stays true to the claim language and most naturally aligns with the patent’s description of the invention will be, in the end, the correct construction.

Consequently, *Phillips* emphasized the important role the specification plays in the claim construction process.

The prosecution history also continues to play an important role in claim interpretation. The prosecution history helps to demonstrate how the inventor and the PTO understood the patent. *Phillips*, 415 F.3d at 1317. Because the file history, however, “represents an ongoing negotiation between the PTO and the applicant,” it may lack the clarity of the specification and thus be less useful in claim construction proceedings. *Id.* Nevertheless, the prosecution history is intrinsic evidence. That evidence is relevant to the determination of how the inventor understood the invention and whether the inventor limited the invention during prosecution by narrowing the scope of the claims.

Phillips rejected any claim construction approach that sacrificed the intrinsic record in favor of extrinsic evidence, such as dictionary definitions or expert testimony. The *en banc* court condemned the suggestion made by *Texas Digital Systems, Inc. v. Telegenix, Inc.*, 308 F.3d 1193 (Fed. Cir. 2002), that a court should discern the ordinary meaning of the claim terms (through dictionaries or otherwise) before resorting to the specification for certain limited purposes. *Id.* at

1319-24. The approach suggested by *Texas Digital*—the assignment of a limited role to the specification—was rejected as inconsistent with decisions holding the specification to be the best guide to the meaning of a disputed term. *Id.* at 1320-21. According to *Phillips*, reliance on dictionary definitions at the expense of the specification had the effect of “focus[ing] the inquiry on the abstract meaning of words rather than on the meaning of the claim terms within the context of the patent.” *Id.* at 1321. *Phillips* emphasized that the patent system is based on the proposition that the claims cover only the invented subject matter. *Id.* What is described in the claims flows from the statutory requirement imposed on the patentee to describe and particularly claim what he or she has invented. *Id.* The definitions found in dictionaries, however, often flow from the editors’ objective of assembling all of the possible definitions for a word. *Id.* at 1321-22.

Phillips does not preclude all uses of dictionaries in claim construction proceedings. Instead, the court assigned dictionaries a role subordinate to the intrinsic record. In doing so, the court emphasized that claim construction issues are not resolved by any magic formula. The court did not impose any particular sequence of steps for a court to follow when it considers disputed claim language. *Id.* at 1323-25. Rather, *Phillips* held that a court must attach the appropriate weight to the intrinsic sources offered in support of a proposed claim construction, bearing in mind the general rule that the claims measure the scope of the patent grant. The court now turns to a discussion of the disputed claim terms.

The ‘538 and the ‘940 Patents include claim limitations that fall within the scope of 35 U.S.C. § 112 ¶ 6. Section 112 ¶ 6 states “[a]n element in a claim for a combination may be expressed as a means or step for performing a specified function without the recital of structure. . . in support thereof, and such claim shall be construed to cover the corresponding structure . . .

described in the specification and equivalents thereof.” 35 U.S.C. § 112 ¶ 6 (2007). The first step in construing a means-plus-function limitation is to identify the recited function. *See Micro Chem., Inc. v. Great Plains chem. Co.*, 194 F.3d 1250 1258 (Fed. Cir. 1999). Then, the court must identify in the specification the structure corresponding to the recited function. *Id.* The “structure disclosed in the specification is ‘corresponding’ structure only if the specification or prosecution history clearly links or associates that structure to the function recited in the claim.” *Medical Instrumentation and Diagnostics, Corp. v. Elekta AB*, 344 F.3d 1205, 1210 (Fed. Cir. 2003)(citing *B. Braun v. Abbott Labs*, 124 F.3d 1419, 1424 (Fed. Cir. 1997)).

The patentee must clearly link or associate structure with the claimed function as part of the *quid pro quo* for allowing the patentee to express the claim in terms of function pursuant to § 112 ¶ 6. *See id.* at 1211; *see also Budde v. Harley-Davidson, Inc.* 250 F.3d 1369, 1377 (Fed. Cir. 2001). The “price that must be paid” for use of means-plus-function claim language is the limitation of the claim to the means specified in the written description and equivalents thereof. *See O.I. Corp. v. Tekmar Co.*, 115 F.3d 1576, 1583 (Fed. Cir. 1997).

If a patent purports to use software as the structure to perform the claimed function, a failure to associate that software with the recited function constitutes a failure to particularly point out and claim that particular structure as a means of performing the function. *See Medical Instrumentation and Diagnostics Corp.*, 344 F.3d at 1211. Further, it is “important to determine whether one of skill in the art would understand the specification itself to disclose the structure, not simply whether that person would be capable of implementing the structure. *See Atmel Corp. v. Info. Storage Devices, Inc.*, 198 F.3d 1374, 1382 (Fed. Cir. 1999). Fundamentally, it is improper to look to the knowledge of one skilled in the art separate and apart from the disclosure of the patent. *See Medical*

Instrumentation and Diagnostics Corp., 344 F.3d at 1211.

IV. Terms in Dispute

A. '538 Patent

1. "creating a database entry containing information received from a user"

(claim 1)

The plaintiff argues that this term means "that an entry in a database is created containing information submitted by a user over a computer network." Defendant argues that the term means "creating a database entry containing information received from a user in which the content is entirely user controlled." The disagreement between the parties is whether the claim requires that the user control the content of the information contained in a database entry.

The defendant cites to portions of the specification that expressly require the user to control the content and the classification of the information content of a database entry. *See, e.g.*, 1:13-3:40; 10:34-42. Plaintiff's arguments ignore the plain language in the specification concerning the user's control over the content and classification of the information contained in a database entry. For example, the specification states that the "information content is entirely user-controlled" and that "the user controls both the content of an entry and the manner in which it is classified." 2:60-64; 3:22-28.

The court agrees with the defendant that the user controls the content of the information contained in the database. Consequently, the court construes the phrase to mean "creating a database entry containing information received from a user in which the user entirely controls the information content of a database entry and the manner in which the information is classified."

2. "computer network" (claims 1 & 7) and "network" (claim 4)

The plaintiff proposes that “computer network” and “network” mean “a public computer network, such as the Internet, comprised of two or more computers interconnected by communication channels.” The defendant proposes that “computer network” and “network” mean “the World Wide Web.” The parties disagree about the breadth of the network. Defendant argues that the terms should be construed solely to the World Wide Web, which is described in the preferred embodiment.

Defendant argues that its proposed claim construction is proper largely based on the preferred embodiment described in the written description. Plaintiff does not dispute that the World Wide Web fits within the claimed invention, but argues that the breadth of the terms “computer network” or “network” includes public networks other than the World Wide Web. The court is persuaded that Plaintiff is correct. The written description states that the server site is connected to a computer network “such as the ‘Web or a Wide Area Network (WAN) other than the Web.’” 3:65-67. Accordingly, the court construes these terms to mean “any public computer network comprised of two or more computers interconnected by communication channels.”

3. “creating a database entry containing the information submitted via the entry form” (claim 4)

This term necessarily incorporates the court’s first two claim constructions. Plaintiff argues that this term means “that an entry in a database is created containing information submitted by a user via an entry form displayed to the user over a computer network.” Defendant argues that the term should be construed to mean “creating a database entry containing information in an entry form submitted by the user over the World Wide Web in which the content is entirely user-controlled.” Again, the parties’ disputes relate to the breadth of the network and the user’s control over the

information content. For the reasons outlined above, the court construes this term to mean “creating a database entry containing information submitted by a user via an entry form displayed to the user over a public computer network wherein the information content and classification is entirely controlled by the user.”

4. “creating a database entry containing information accepted from a user ”
(claim 7)

This term also incorporates the court’s first two claim constructions. Plaintiff argues that the term means “an entry in a database is created containing information submitted by a user over a computer network.” Defendant argues that the term should be construed to mean “creating a database entry containing information accepted from a user in which the content is entirely user-controlled.” For the reasons previously addressed, the court construes this term to mean “creating a database entry containing information accepted from a user over a public computer network wherein the information content and classification is entirely controlled by the user.”

5. “data representing text, a universal resource locator, an image, and a user-selected category”

The plaintiff argues that this term means that “the information submitted to the database by the user communicating over a computer network includes text, a universal resource locator, an image, and a user-selected category.” The defendant argues that the term means “data representing (I) text, (ii) the Web address of a document or other resource, (iii) an image, and (iv) a category capable of being selected and defined without limitation by the user. The parties’ disagreement with respect to this term concerns the universal resource locator (“URL”). Defendant argues that the URL should be limited to a Web address. Plaintiff proposes that a universal resource locator is a unique

address for a file that is accessible on the internet.

This dispute focuses on the breadth of the computer network. Defendant argues that URL should be limited to a Web address. This limitation would necessarily limit the computer network to the World Wide Web, which requires importing a limitation from the preferred embodiment to the claims. The written description, however, states that the term “computer network” is broader than the World Wide Web. *See* 3:65-67. Consequently, the court construes the term to mean “data representing text, a universal resource locator, an image, and a user-selected category.”

6. “generating a transaction ID corresponding to the database entry” (claims 1 & 4) and “generating a unique transaction ID corresponding to the database entry” (claim 7)

The plaintiff defines these terms to mean “that a unique identifier is generated which corresponds to the database entry allowing the user to create, access, or update an entry.” The defendant’s proposed construction is “generating a unique identifier of an entry.” The defendant further proposes that the “generating a transaction ID” step of the method occurs before the “creating a database entry” step. Both parties try to import limitations from the written description to the claims. Plaintiff suggests that the court should construe the claim to include functional limitations that are simply not supported by the record. The record makes it clear that a unique transaction ID is generated when the user adds a new entry to the database and that ID is effective for the life of the entry. *See, e.g.*, 9:30-46. Plaintiff asks the court to construe the term to limit the purposes for which the transaction ID may be used. That limitation is not supported by the record.

Similarly, the defendant asks the court to add a limitation that is not supported in the record. Specifically, the defendant asks the court to construe this term so that the “generating a transaction ID” step occurs before the “creating a database entry” step. The intrinsic record cited by the

defendant in support of its position, however, does not support this limitation. Indeed, there is no support in the record for importing this limitation into the claim language. In fact, the patent provides that “[w]hen the user chooses to add a new entry to the database, a unique transaction ID is created for that entry. . .” *Id.* The court construes “generating a transaction ID corresponding to the database entry” to mean “generating a unique identifier for a particular database entry” and rejects Defendant’s proposed limitation that the “generating a transaction ID” step of the method occurs before the “creating a database entry” step.

7. “password protecting the entries” (claim 1) and “password protecting the entry” (claims 4 & 7)

The plaintiff contends that this term means “that the database entry or entries are protected by a word, string of characters and/or numbers which must be supplied before a user can create, access, or update an entry.” The defendant proposes that the term should be construed to mean “restricting access to the data by means of a password.” Plaintiff’s proposed construction asks the court to import a variety of limitations from the specification to the claim language. Specifically, Plaintiff asks the court to limit “password protecting” the entry or entries such that a password is required to access, update, or create a database entry. But the patent states that users are asked to choose a password and that the password “may be required to access some system services.” 7:60-67.

The claims make it clear that the password must be used to “protect” the database entries. The court is persuaded that Defendant’s proposed claim construction “restricting access to the data by means of a password” is consistent with the plain meaning of “protecting” without importing additional unsupported limitations from the specification. Accordingly, the court construes this term

to mean “restricting access to the data by means of a password.”

8. “publishing information” (preamble of claims 4 & 7)

Plaintiff proposes that this term should be construed to mean “making information available over the computer network,” and the defendant argues that no construction is necessary as the term is part of a non-limiting preamble. The court agrees with defendant’s position and declines to construe this term.

9. “displaying search results in hyper text markup language as a sequence of universal resource locators directed to the database entries” (claims 5 & 7)

Plaintiff argues that this term means “that when a search is performed, the search results include universal resource locators ‘URLs’ that point to entries in the database. ‘Hyper text markup language’ is a computer language used to specify the contents and format of a hypermedia document.” Defendant proposes the following construction “displaying web search results in an HTML format that embeds the Web addresses linked to database entries.”

Defendant’s proposed construction functionally limits the computer network to the World Wide Web. The defendant’s construction essentially construes an URL to mean a Web address. As discussed previously, the court does not limit the computer network in the claims of the ‘538 patent to the World Wide Web and does not require an URL to mean a Web address. The patent specification expressly states that the computer network in the claims is broader than the World Wide Web. 3:65-67. Consequently, the URL must be broader than a web address because the network is broader than the World Wide Web.

The court believes that it is not necessary to construe “hyper text markup language” because

one of ordinary skill in the art knows what HTML means. Accordingly, the court construes “displaying search results in hyper text markup language as a sequence of universal resource locators directed to the database entries” to mean “displaying search results in hypertext markup language where the results are displayed as a sequence of universal resource locators directed to the database entries.”

10. “in response to a user selecting one of the entries’ universal resource locator” (claims 5 & 7)

Plaintiff argues that this term means “that information is presented to the user after the user selects one of the search results displayed as a result of the search.” Defendant proposes that the term should be construed to mean “in response to a user selecting one of the embedded web addresses.” This is another instance in which the defendant asks the court to limit the computer network to the World Wide Web by requiring an URL to be limited to a Web address. That argument previously was rejected.

The construction proposed by the plaintiff is consistent with the record. The court construes “in response to a user selecting one of the entries’ universal resource locator” to mean that information is presented to the user after the user selects one of the search results displayed as a result of the search.”

11. “displaying search results in hyper text markup language as a sequence of universal resource locators directed to the database entries” (claims 5 & 7)

Plaintiff argues that this term means “that when a search is performed, the search results include universal resource locators ‘URLs’ that point to entries in the database. ‘Hyper text markup

language' is a computer language used to specify the contents and format of a hypermedia document." Defendant proposes the following construction "displaying web search results in an HTML format that embeds the Web addresses linked to database entries."

Defendant's proposed construction functionally limits the computer network to the World Wide Web. The defendant's construction also requires an URL to mean a Web address. As discussed previously, the court does not limit the computer network in the claims of the '538 patent to the World Wide Web and does not construe an URL to mean a Web address. The court construes this term to mean "in response to the user selecting one of the URL's associated with the search results."

B. '940 Patent

Claims 15-21 in the '940 patent are means-plus-function claims. Claim 15 is an independent claim and claims 16-21 are depend from claim 15.

When a claim limitation uses the term "means" to describe a limitation, there is a presumption that the inventor uses the term to invoke § 112 ¶ 6. *See Altiris, Inc. v. Symantec Corp.*, 318 F.3d 1367, 1375 (Fed. Cir. 2003). This presumption may be rebutted when the limitation recites structure sufficient to perform the claimed function in its entirety. *See id.*

After concluding that a claim limitation is a means-plus-function limitation, the court must first identify the function of the limitation and then look to the specification to identify the corresponding structure for that function. *See Medical Instrumentation*, 344 F.3d at 1210. If there is no structure in the specification corresponding to the means-plus-function limitation in the claims, the claim will be found invalid as indefinite. *See Atmel*, 198 F.3d at 1378-79. To link structure to the claimed function, the structure must be disclosed in the written description in a manner such that

one of ordinary skill in the art would be able to identify the structure that corresponds to the means limitation. *See id.* at 1382. “Otherwise, one does not know what the claim means.” *Id.*

1. “means for generating said record with said information” (claim 15)

The parties agree that this limitation is a means-plus-function claim limitation. Plaintiff argues that the recited function is “generating said record with said information” and the defendant argues that it is “generating a record from the user-supplied information.” The court agrees with the plaintiff that the recited function is “generating said record with said information.”

The next step in this analysis is to determine the structure disclosed in the written description corresponding to the recited function. Plaintiff argues that the corresponding structure is “server software such as HTML, front-ending tools communicating through the Common Gateway Interface to a database, to an SQL or miniSQL database for performing the recited function, and equivalents thereof.” Defendant argues that the written description discloses no structure corresponding to the recited function and argues that “said information has no antecedent basis.”

Plaintiff cites to the following passages in the ‘940 patent: 1:25-62; 3:4-11; 4:1-48; 7:44-47; and figs 1A, 1B, 3, 4, and 5 to support its position. The court concludes that the sections of the specification cited by Plaintiff do not link the recited function to any structure. The court has reviewed the entire patent specification and determined that no structure is linked to the recited function.

The corresponding structure of a means-plus-function limitation must be disclosed in the written description in such a manner that one skilled in the art will know and understand what structure corresponds to the means limitation. *See Atmel Corp. v. Info Storage Devices, Inc.* 198 f.3d 1374, 1382 (Fed. Cir. 1999). A proper indefiniteness analysis requires description of the structure

in the specification and then asking whether one of ordinary skill in the art would identify the structure from the description. *See id.* at 1381. Title 35 U.S.C. § 112 ¶ 6 requires the patentee to disclose some structure. “There must be some structure in the specification” and the requirements of § 112 ¶ 6 will not be met when there is “total omission of structure.” *Atmel*, 198 F.3d at 1382. In this instance, because the written description discloses no structure clearly linked to the recited function, the court finds that this limitation is indefinite.¹ The court declines to address Defendant’s argument concerning the lack of an antecedent basis for “said information” in the claim because it is moot.

2. “means for storing said record in said network accessible database” (claim 15)

The parties agree that this limitation is a means-plus-function claim limitation. Plaintiff argues that the recited function is “generating said record in said network accessible database” while the defendant argues that it is “generating a record in the Web accessible database.” The court agrees with the plaintiff that the recited function is “generating said record in said network accessible database” because the court (as discussed below) must construe “network” more broadly than the World Wide Web.

The next step in this analysis is to determine the structure disclosed in the written specification corresponding to the recited function. Plaintiff argues that the corresponding structure is “server software such as HTML, front-ending tools communicating through the Common Gateway Interface to a database, to an SQL or miniSQL database for performing the recited function, and equivalents thereof.” Defendant argues that the written description discloses no structure

¹For the purpose of review, the court will construe similar limitations. However, based on the court’s conclusion that this limitation is indefinite, claim 15 and all claims depending from claim 15 are invalid.

corresponding to the recited function and argues that “said information has no antecedent basis.”

Plaintiff cites to cols. 1:25-62; 3:4-11; 4:1-48; 7:44-47; and figs 1A, 1B, 3, 4, and 5 to support its position. The court concludes that the sections of the specification cited by Plaintiff do not link the recited function to any structure. Additionally, the court reviewed the entire specification to find structure linked to the recited function. The specification does not link any structure to the recited function. Accordingly, the court finds that this limitation is indefinite. The court declines to address Defendant’s argument concerning the lack of an antecedent basis for “said information” in the claim because it is moot.

3. “means for storing an identification of said user indicating that said user is authorized to modify said record in said network accessible database” (claim 15)

The parties agree that this limitation is a means-plus-function claim limitation. Plaintiff argues that the recited function is “storing said record in said network accessible database” while the defendant argues that it is “storing the record in a Web accessible database.” The court agrees with the plaintiff that the recited function is “storing said record in said network accessible database” because the court has construed “network” more broadly than the World Wide Web.

The next step in this analysis is to determine the structure disclosed in the specification corresponding to the recited function. Plaintiff argues that the corresponding structure is “server software such as HTML front-ending tools communicating through the Common Gateway Interface to a database, to an SQL or miniSQL database for performing the recited function, and equivalents thereof.” Defendant argues that the written description discloses no structure corresponding to the recited function.

Plaintiff cites to cols. 1:25-62; 3:4-11; 4:1-48; and figs 1A, 1B, 3, 4, and 5 to support its

position. The court concludes that the sections of the specification cited by Plaintiff do not link the recited function to any structure. Once again, the court has reviewed the entire specification to find structure linked to the recited function. The specification does not link any structure to the recited function. Accordingly, the court finds that this limitation is indefinite.

The court has determined that the three means-plus-function limitations specifically addressed in this order are indefinite. Consequently, claim 15 and all dependent claims depending from claim 15 are indefinite. Further consideration of means-plus-function claim limitations for the '940 patent is unnecessary.

1. “network” (claims 1, 5, 6, 15, 19, 20)²

In light of the court’s prior holding, “network” is construed to mean “a public network comprised of two or more computers interconnected by communication channels.”

2. “user authorization information” (claims 1 & 15)

Plaintiff proposes that this “user authorization information” should be construed to mean “a password or user ID used to authenticate a user.” Defendant argues that the term should mean “any user information upon which access is determined.”

Plaintiff’s proposed claim construction is not supported by the record. Plaintiff asks the court to limit “user authorization information” to a password or a user ID used to authenticate the user, but does not provide any support for substantially limiting this term. Unlike the '538 patent in which password protection was a limitation expressed in the claims themselves, claims 1 and 15 of the '940

²As previously noted, claim 15 and claims depending from claim 15 are invalid. Nevertheless, the court will evaluate the manner in which claim terms are used in those claims to the extent that the court finds that instructive for purposes of construing claim terms as they are used in other claims in the '940 patent.

patent do not include any such limitation. For example, claim 1 includes the limitation of “determining whether a user is authorized to add said record from said user authorization information.” See claim 1 of the ‘940 patent. Similarly, claim 15 includes the following language “means for receiving user authorization information. . . . means for determining whether a user is authorized to add said record from said user authorization information. . . .” See claim 15 of the ‘940 patent. Neither claim 1 nor claim 15 limits the user authorization information to a password or user ID.

The court declines to adopt Plaintiff’s proposed construction. “User authorization information” means “user information upon which access is granted.”

3. “said information” (claims 1, 2, 5, 6, 16, 19, 20)

Plaintiff argues that this term means “information submitted by the user to be included in a record.” Defendant argues that there is no antecedent basis for this term and the court should invalidate the claim as indefinite. The requirement of antecedent basis is a rule of patent drafting. The Manual of Patent Examining Procedure states that the failure to provide explicit antecedent basis does not always render a claim indefinite. MPEP § 2173.05(e) (8th ed. Rev. 2 May 2004). The Federal Circuit has held that “despite the absence of explicit antecedent basis, ‘if the scope of a claim would be readily ascertainable by those skilled in the art, then the claim is not indefinite.’” *Energizer Holdings, Inc. and Eveready Battery Co., Inc. v. International Trade Commission*, 435 f.3d 1366, 1370-71 (Fed. Cir. 2006)(citing *Bose Corp. v JBL, Inc.*, 274 f.3d 1354, 1359 (Fed. Cir. 2001)).

Within the context of independent claims 1 and 15, “said information” is clearly understood to mean the information submitted by the user to be included in a record. For example, in claim 1, the pertinent part states “said information to be included in said record responsive to said request”

while claim 15 states in relevant part “means for receiving said information to be included in said record responsive to said transmitting said request.” *See* claims 1 & 15 of the ‘940 patent. Accordingly, the court construes “said information” to mean “information submitted by the user to be included in a record.”

4. “storing an identification of said user” (claims 1 & 15)

Plaintiff argues that this term should be construed to mean that the “system stores a transaction ID” while Defendant proposes that it means “storing an identifier of a specific person.” The language of claims 1 and 15 requires that the identification of the user will be used to determine whether the user is authorized to add a record in the database. *See* claims 1 and 15 of the ‘940 patent. Based on the specification, the transaction ID is different from the user ID. For example, the specification provides that a unique transaction ID is assigned to each *entry*. *See, e.g.*, 6:24-28. The specification effectively defines or at least clearly distinguishes a user ID from a transaction ID in columns 7 and 8:

Users providing the requested information are assigned a user ID to be used during subsequent accesses and are requested to choose a password. The password may be required to access some system services. To further encourage voluntary login, users that have complied with the login request and have been assigned a user ID may be afforded the ability to customize the user interface and maintain the resulting look and feel between uses. The customization is performed in a known manner by storing on the host a user preferences file and accessing the file to restore user preferences when a valid user ID is provided.

7:65-8:9.

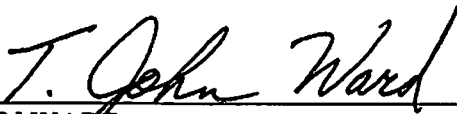
The patent specification demonstrates that the transaction ID is tied to a particular database entry, while the user ID is tied to a particular user. Plaintiff asks the court to construe this term such that the line between a user ID and a transaction ID is eliminated. The court rejects Plaintiff’s proposed construction. The term “storing an identification of said user” means “storing an identifier

of a specific person.”

V. Conclusion

The court adopts the constructions set forth in this opinion for the disputed terms of the ‘538 and the ‘940 patents. The parties are ordered that they may not refer, directly or indirectly, to each other’s claim construction positions in the presence of the jury. Likewise, the parties are ordered to refrain from mentioning any portion of this opinion, other than the actual definitions adopted by the Court, in the presence of the jury. Any reference to claim construction proceedings is limited to informing the jury of the definitions adopted by the Court.

SIGNED this 28th day of June, 2007.



T. JOHN WARD
UNITED STATES DISTRICT JUDGE