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6 Attorneys for Plaintiff TiVo Inc.

7  
 8 UNITED STATES DISTRICT COURT  
 9 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
 10 SAN JOSE DIVISION  
 11  
 12

13 TIVO INC.,  
 14 a Delaware corporation,  
 15 Plaintiff,  
 16 v.  
 17 FORGENT NETWORKS, INC.  
 18 a Texas corporation,  
 19 Defendant.  
 20

Case No. 5:07-cv-2629

**NOTICE OF VOLUNTARY DISMISSAL AND AGREED CONDITIONS**

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 22  
 23 Pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure, Plaintiff TiVo Inc.  
 24 ("TiVo") hereby dismisses without prejudice the above-captioned action against Forgent  
 25 Networks, Inc. ("Forgent") as set forth herein.

26 The foregoing dismissal without prejudice is expressly made subject to the following  
 27 conditions, to which Forgent has agreed: (1) in the event that Forgent intends to assert any claim  
 28 relating to U.S. Patent No. 6,285,746 B1 (the "'746 Patent"), entitled "Computer Controlled Video

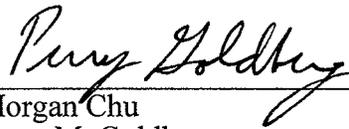
1 Systems Allowing Playback During Recording," including any claim that may be contained in any  
2 reexamination certificate or related patent, Forgent agrees to provide TiVo with at least thirty (30)  
3 days written notice such that TiVo may file a complaint for declaratory judgment (or other  
4 appropriate relief) in this Court or the forum of TiVo's choice; (2) the foregoing dismissal is  
5 without prejudice to either party's rights in any such subsequent lawsuit, including without  
6 limitation the right to contest jurisdiction or raise any claims or defenses; and (3) TiVo shall not be  
7 deemed "a plaintiff who has once dismissed" an action for purposes of Rule 41(a)(1).

8 Forgent has agreed to the foregoing conditions set forth herein, as indicated by the  
9 signature of Forgent's counsel below.

10 Dated: July 18, 2007

11 Respectfully submitted,

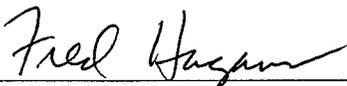
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20 Attorneys For TiVo Inc.

21 **ACKNOWLEDGED AND AGREED,**  
22 **on behalf of and with authority from**  
23 **Forgent Networks:**

24 

25 Fred Hagans  
26 Hagans, Burdine, Montgomery, Rustay & Winchester  
27 3200 Travis, Fourth Floor  
28 Houston, Texas 77006  
Tel: 713-222-2700

Attorneys For Forgent Networks

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**PROOF OF SERVICE**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 1800 Avenue of the Stars, Suite 900, Los Angeles, California 90067-4276.

On July 18, 2007, I served the foregoing document described as Notice of Voluntary Dismissal and Agreed Conditions on each interested party, as follows:

Fred Hagans, Esq.  
Hagans Burdine Montgomery Rustay & Winchester  
3200 Travis, Fourth Floor  
Houston, TX 77006

(BY MAIL) I placed a true copy of the foregoing document in a sealed envelope addressed to each interested party, as set forth above. I placed each such envelope, with postage thereon fully prepaid, for collection and mailing at Irell & Manella LLP, Los Angeles, California. I am readily familiar with Irell & Manella LLP's practice for collection and processing of correspondence for mailing with the United States Postal Service. Under that practice, the correspondence would be deposited in the United States Postal Service on that same day in the ordinary course of business.

Executed on July 18, 2007, at Los Angeles, California.

I declare under penalty of perjury that the foregoing is true and correct.

Vickie E. Holb  
\_\_\_\_\_  
(Type or print name)

  
\_\_\_\_\_  
(Signature)