

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

SOFTWARE RIGHTS ARCHIVE, LLC

Plaintiff,

v.

**GOOGLE INC., YAHOO! INC.,
IAC SEARCH & MEDIA, INC., AOL LLC,
and LYCOS, INC.**

Defendants.

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Civil Action No. 2:07-cv-511-TJW

JURY TRIAL DEMANDED

DECLARATION OF J. CHRISTOPHER LYNCH

I, J. Christopher Lynch, under penalty of perjury, hereby make the following declaration. All facts set forth herein are true and correct, and I make this declaration based upon my personal knowledge and upon review of available records.

1. I am a partner at Wyrick Robbins Yates & Ponton LLP and my practice is primarily outside general counsel representation of technology-based businesses. I assisted Daniel Egger in aspects of the 1998 acquisition of the V-Search Technology and patents from Site Technologies, Inc. (the "V-Search Acquisition") and in the subsequent filing of an assignment in 2005 (the "2005 Assignment"). A true and correct copy of the 2005 Assignment is attached hereto as Exhibit A.

2. I understand that certain defendants in the *Software Rights Archive LLC v. Google, et al.*, case pending in the Eastern District of Texas have accused Daniel Egger of fraudulently filing the 2005 Assignment for the express purpose of correcting a defect with respect to the name of the party conveying the patents he acquired in the V-Search Acquisition. This allegation is based upon a number of factual inaccuracies.

3. I was the attorney who supervised my staff in the preparation of, and who advised Daniel Egger to file, the 2005 Assignment. The purpose of filing the 2005 Assignment was not to correct any defect in the name of the party on the instrument. I did not understand there to be any distinction between the entity from which Daniel Egger purchased the patents in question ("Site Technologies, Inc.") and "Site/Technologies/Inc. at the time of the 2005 assignment. The first time I heard of this issue was after the filing of the Defendants' Motion to Dismiss. Nor did Daniel Egger raise this issue with me in 2005 or anytime prior to the defendants' allegation. Daniel Egger never raised any issue with respect to the validity of the 1998 Bill of Sale or assignments with me and never questioned the validity of his chain of title.

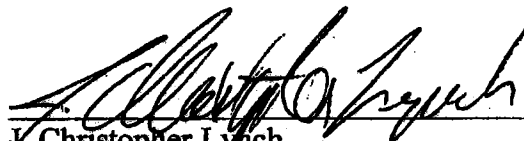
4. The 2005 Assignment was filed to replace the then-misplaced 1998 Bill of Sale and the 1998 Assignment used in the V-Search Acquisition. In or prior to October 2004, Daniel Egger had asked me to assign the patents to an entity named Software Rights Archive, Inc. When my staff reviewed the records at the Patent and Trademark Office (the "PTO"), we discovered that no previous assignment had yet been filed. I did not have a copy of the 1998 Bill of Sale or 1998 Assignment, so I asked Daniel Egger to locate them. He told me that he could not locate them. I advised him to file a replacement assignment reflecting the previous transaction. I then supervised my staff in the preparation of the 2005 Assignment and Daniel Egger executed it without further revision. I understand that Daniel Egger later found the missing 1998 Bill of Sale and the 1998 Assignment and filed them with the Patent and Trademark Office.

5. My understanding is that the Defendants allege that Daniel Egger intentionally represented that he was a president of Site/Technologies/Inc. and filed the 2005 Assignment to mislead others as to his ownership rights. I had advised Daniel Egger to sign as the president of

Site/Technologies/Inc. The basis for such advice was that, in 2005, the Site entities were no longer operating companies and a former officer or other agent needed to sign the 2005 Assignment. It was my belief that Daniel Egger retained a right to execute documents related to winding up past business transactions because he was a former president of Site/Technologies/Inc. Because we were merely attempting to replicate the lost 1998 Assignment that we understood had already been made, it was my understanding that these actions were fairly within the winding up authority of the companies, which were no longer operating.

6. I was not aware of any issue with respect to whether the 1998 Assignment properly conveyed legal title to Daniel Egger. I understood it was a valid transfer. My recommendation to make Site/Technologies/Inc. a party to the 2005 Assignment was driven by Daniel Egger's status as a former officer and not an attempt to correct any error with respect to the name of the party on the 1998 Assignment.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.



Christopher Lynch

Executed on August 19, 2008