

EXHIBIT O



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December 13, 2007

VIA EMAIL

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Re: ESN LLC v. Cisco Systems, Inc. and Cisco-Linksys LLC

Dear Vicki,

I am writing to memorialize Cisco's non-cooperation in reasonable settlement negotiations. On November 2, 2007, your partner, Charles Verhoeven, represented to Judge Kravitz that the parties had agreed to a 90-day stand down to pursue settlement "in earnest." Cisco's actions since then have demonstrated that Cisco was only interested in delaying resolution of this matter.

ESN approached Cisco in August 2006 to discuss the possible licensing or sale of the '519 Patent. After much delay, Cisco ultimately directed ESN to Cisco's outside counsel, Kurt Pankratz of the Baker & Botts law firm, for the alleged purpose of discussing whether Cisco was in need of a license. Mr. Pankratz requested an explanation of the relevance of the '519 Patent to Cisco's products and identified certain alleged prior art that Cisco believed should be cited to the patent examiner responsible for the application for the '519 Patent.

On June 8, 2007, ESN provided claim charts specifically identifying Cisco's infringement by reading representative claims of the application for the '519 Patent on a representative Cisco product. ESN also confirmed that it had submitted the alleged prior art identified by Cisco to the U.S. Patent Office. ESN's letter invited Cisco to point out and explain any disagreement with ESN's claim charts. Cisco failed to respond to ESN's June 2007 letter in any way and has not since identified any reason why Cisco does not infringe the '519 Patent. Cisco also failed to identify any additional alleged prior art while



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ESN still had an opportunity to submit it to the Patent Office during the examination of the '519 Patent. ESN was left with no choice but to file a lawsuit against Cisco upon issuance of the '519 Patent on October 16, 2007.

It has become clear that Cisco's representations regarding an interest in earnest settlement negotiations were not made in good faith. While you proposed an in-person meeting, you refused to agree to a reasonable agenda or to provide fundamental financial information prior to the meeting. Any serious settlement discussion should obviously include a discussion of ESN's claims, Cisco's defenses and any potential damages and ongoing financial exposure of Cisco. Instead, you initially proposed a meeting that would only include ESN's presentation of its infringement charts. However, as we pointed out, a meeting with such a limited agenda would not advance resolution of this matter since Cisco has had ESN's claim charts for more than 6 months.

You later indicated that Cisco would be willing to discuss its defenses, but you refused to provide any financial data for the accused products and took the position that this case is "not about damages" and, thus, there is no reason to disclose or discuss financial data during settlement negotiations. Your position is unreasonable and, obviously, contrary to the patent statute. If Cisco's accused products are found to infringe any valid claim of the '519 Patent, at a minimum ESN will be entitled to damages accruing since the date the '519 Patent issued through the end of discovery.¹ Additionally, unless Cisco's infringement is enjoined² or Cisco voluntarily ceases its infringement, Cisco will be liable for additional damages for continued infringement such as court-ordered, ongoing royalty payments. The '519 Patent does not expire until 2025.

Cisco's refusal to provide any financial data for the accused products indicates that it is not serious about a good-faith effort to settle this matter. We understand that your current proposal involves having lawyers and businessmen travel to Dallas for a meeting where Cisco would disclose certain alleged defenses for the first time – and without an opportunity for a meaningful analysis. We do not believe that is a reasonable use of time and resources, especially given Cisco's apparent lack of good faith. If Cisco

¹ Cisco may also be liable for "publication damages" accruing since at least as early as August 2006.

² ESN, which is jointly owned by the inventor of the '519 Patent, will certainly be seeking an injunction. See *eBay Inc. v. MercExchange, L.L.C.*, 126 S. Ct. 1837, 1840-1841 (2006) ("some patent holders, such as ... self-made inventors, might reasonably prefer to license their patents, rather than undertake efforts to secure the financing necessary to bring their works to market themselves. Such patent holders may be able to satisfy the traditional four-factor test [for injunctive relief], and we see no basis for categorically denying them the opportunity to do so.")



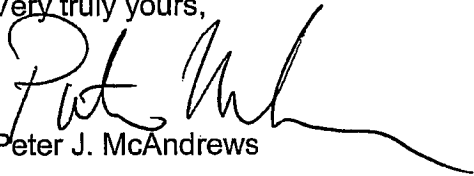
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believes it has defenses, there is no reason why they cannot be disclosed in writing by mail, email or fax, or orally by phone or videoconference.

ESN remains willing to engage in serious settlement discussions. We invite you to disclose any defenses in writing, by phone or videoconference. We further request that you reconsider Cisco's refusal to provide any financial data for the accused products, which would not likely involve any serious burden on Cisco given that such information is undoubtedly tracked internally. As we have told you over the past several weeks, if Cisco will disclose such information, we would be happy to reschedule an in-person meeting to discuss possible settlement of this matter.

We look forward to hearing from you.

Very truly yours,



Peter J. McAndrews

cc: George P. McAndrews
Eric M. Albritton