



3. Bedrock denies all allegations contained within Match.com's Second Affirmative Defense.
4. Bedrock denies all allegations contained within Match.com's Third Affirmative Defense.
5. Bedrock denies all allegations contained within Match.com's Fourth Affirmative Defense.
6. Bedrock denies all allegations contained within Match.com's Fifth Affirmative Defense.
7. Bedrock denies all allegations contained within Match.com's Sixth Affirmative Defense.
8. Bedrock denies all allegations contained within Match.com's Seventh Affirmative Defense.
9. Bedrock denies all allegations contained within Match.com's Eighth Affirmative Defense.
10. Bedrock denies all allegations contained within Match.com's Ninth Affirmative Defense.
11. Bedrock denies all allegations contained within Match.com's Tenth Affirmative Defense.
12. Bedrock denies all allegations contained within Match.com's Eleventh Affirmative Defense.

**RESPONSE TO COUNTERCLAIMS**

13. Bedrock incorporates by reference the allegations in its First Amended Complaint for Patent Infringement in response to each and every of Match.com's Counterclaims.

14. Bedrock admits the allegations of Paragraph 1 of the Counterclaims.

15. Bedrock admits the allegations of Paragraph 2 of the Counterclaims.

16. Bedrock admits that this Court has jurisdiction as alleged in Paragraph 3 of the Counterclaims but denies that Match.com is entitled to any relief requested.

17. Bedrock admits venue for Match.com's counterclaims is proper in this district as alleged in Paragraph 4 of the Counterclaims, but Bedrock denies that Match.com is entitled to any relief request and also denies that the case should be transferred to the Northern District of California.

18. Bedrock admits the allegations of Paragraph 5 of the Counterclaims.

19. Bedrock admits that it asserts Match.com infringes the '120 Patent and an actual case or controversy exists between the parties as alleged in Paragraph 6 of the Counterclaims. Bedrock denies Match.com's allegations of noninfringement and invalidity of the '120 Patent contained in this paragraph.

20. Paragraph 7 of the Counterclaims does not require a response.

21. Bedrock admits the allegations of Paragraph 8 of the Counterclaims.

22. Bedrock admits that Match.com seeks a judicial declaration of noninfringement as described in Paragraph 9 of the Counterclaims but denies that Match.com is entitled to any relief requested.

23. Paragraph 10 of the Counterclaims does not require a response.

24. Bedrock admits the allegation of Paragraph 11 of the Counterclaims.

25. Bedrock admits that Match.com seeks a judicial declaration of invalidity as described in Paragraph 12 of the Counterclaims but denies that Match.com is entitled to any relief requested.

**PRAYER FOR RELIEF**

Bedrock incorporates by reference the Prayer for Relief set forth in Bedrock's First Amended Complaint for Patent Infringement. Bedrock denies that Match.com is entitled to any relief.

**DEMAND FOR JURY TRIAL**

Bedrock respectfully demands a jury trial of all issues triable to a jury in this action.

DATED: December 2, 2009

Respectfully submitted,

**McKOOL SMITH, P.C.**

/s/ Douglas A. Cawley  
Sam F. Baxter  
Texas Bar No. 01938000  
**McKOOL SMITH, P.C.**  
sbaxter@mckoolsmith.com  
104 E. Houston Street, Suite 300  
P.O. Box 0  
Marshall, Texas 75670  
Telephone: (903) 923-9000  
Facsimile: (903) 923-9099

Douglas A. Cawley, Lead Attorney  
Texas Bar No. 04035500  
dcawley@mckoolsmith.com  
Theodore Stevenson, III  
Texas Bar No. 19196650  
tstevenson@mckoolsmith.com  
J. Austin Curry  
Texas Bar No. 24059636  
acurry@mckoolsmith.com  
**McKOOL SMITH, P.C.**  
300 Crescent Court, Suite 1500  
Dallas, Texas 75201  
Telephone: 214-978-4000  
Facsimile: 214-978-4044

Robert M. Parker  
Texas Bar No. 15498000  
Robert Christopher Bunt  
Texas Bar No. 00787165  
**PARKER, BUNT & AINSWORTH, P.C.**  
100 E. Ferguson, Suite 1114  
Tyler, Texas 75702  
Telephone: 903-531-3535  
Facsimile: 903-533-9687  
E-mail: rm Parker@pbatyler.com  
E-mail: rcbunt@pbatyler.com

**ATTORNEYS FOR PLAINTIFF  
BEDROCK COMPUTER  
TECHNOLOGIES LLC**

**CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing document was filed electronically in compliance with Local Rule CV-5(a). As such, this document was served on all counsel who have consented to electronic service on this, the 2nd day of December, 2009. Local Rule CV-53(a)(3)(A).

/s/ J. Austin Curry  
J. Austin Curry