Exhibit A

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VIA E-MAIL
Counsel of Record

 Re: *Uniloc USA, Inc., et al. v. Sony Corporation of America, et al.*
   Civil Action No. 6:10-cv-00373;

   Uniloc USA, Inc., et al. v. National Instruments, Corp., et al.
   Civil Action No. 6:10-cv-00472;

   Uniloc USA, Inc., et al. v. BMC Software, Inc., et al.
   Civil Action No. 6:10-cv-00636; and

   Symantec Corporation, et al. v. Uniloc USA, Inc., et al.
   Civil Action No. 6:11-cv-00033

Dear Counsel:

 Based on the meet and confer conducted on August 25, 2011, it is Uniloc's understanding that Defendants wish to submit the following phrases to the Court for construction:

1	Licensee unique ID/Security key/Enabling key/Registration key
2	Permits use of said digital data...only if...has matched . . .
3	Switching said software into fully executed mode only if...has matched...
4	Local (in the phrase "local licensee unique ID generating means")
5	Comprises part of said digital data when executed on said platform
6	Alleged Prosecution History Disclaimer Applicable To All Claims

 As you are aware, the Court's Docket Control Order states that before submitting previously construed terms a party "must seek leave and show good cause to submit previously construed terms for construction." The phrases (1) "Licensee unique ID/Security key/Enabling key/Registration key" and (2) "Local (in the phrase 'local licensee unique ID generating means')" have been previously construed. *See Uniloc USA, Inc. v. Microsoft Corp.*, 447 F. Supp. 2d 177 (D.R.I. 2006) (construing Licensee unique ID/Security key/Enabling key/Registration key to mean "A unique identifier associated with a licensee" and construing "Local licensee unique ID generating means to mean "Function: to generate a local or remote licensee unique ID/registration key. Structure: a summation algorithm or a summer and equivalents thereof."). Defendants have not sought leave or been granted permission by the Court to submit and re-construe these phrases.

Thus, Uniloc contends that Defendants' inclusion of these phrases in the P.R. 4-3 Joint Statement, especially this late in the claim construction process, is improper. Accordingly, since Defendants (1) have not sought leave or been granted leave, and (2) have not provided Uniloc with any evidence that could constitute "good cause" for changing the construction of these terms, Uniloc will oppose any motion seeking leave to re-construe these terms.

As for the alleged "prosecution history disclaimer applicable to all claims," however, Uniloc will not oppose a motion seeking leave to have the Court consider this single issue during the *Markman* process, provided no defendant seeks to re-construe any terms that have already been construed (*i.e.*, "Licensee unique ID/Security key/Enabling key/Registration key" and "Local (in the phrase 'local licensee unique ID generating means')". But, if *any* defendant seeks to re-construe a previously construed phrase (including the ones mentioned above), Uniloc will set forth its position regarding the "prosecution history disclaimer" issue in its response to Defendants' motion seeking leave.

As you are aware, the P.R. 4-3 Joint Statement is due on Monday. Please let us know by 12:00 p.m. (Central) on Monday whether any defendant will be submitting previously construed terms, or dropping any terms, so that we can prepare our portion of the Joint Statement accordingly. If Defendants wish to have another call on Monday morning to go over any last minute issues, Uniloc is available.

Yours Truly,

/Barry Bumgardner/

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