

Exhibit D

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A PROFESSIONAL CORPORATION • ATTORNEYS

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May 30, 2008

Lawrence L. Germer
GERMER GERTZ L.L.P.
550 Fannin, Suite 400
P.O. Box 4915
Beaumont TX 77704

RE: Anascape, Ltd. v. Microsoft Corp. and Nintendo of America, Inc., Civil Action
No. 9:06-CV-158-RC (E.D. Tex.)

Dear Mr. Germer:

This letter responds to your letter of May 21, 2008. Walter Bratic's email, dated May 14, 2008, is covered by the stipulation between the parties. Nintendo has stipulated that all work product (including "e.g. draft reports, spreadsheets, notes, mark-ups or highlighted documents") generated by experts "in connection with this litigation" and all litigation-related communications between "counsel for the parties and their experts or consultants" are undiscoverable and inadmissible. The email between Mr. Bratic and counsel for defendants is a note generated in connection with the litigation, and thus qualifies as work product, and is also a communication between counsel for the parties and the parties' experts or consultants, and thus qualifies as a "litigation-related communication." The email is not a formal expert report, and does not satisfy any of the explicit carveouts listed in the stipulation. Although Nintendo may not have *intended* that the stipulation apply to the "intentional sending of an email by an expert to opposing counsel," the email is encompassed by the actual terms of the stipulation. As a result, Anascape requests that Nintendo return and/or destroy -- and make no further use of -- all copies of Mr. Bratic's email.

Sincerely,



Anthony M. Garza

AMG

cc: James Blank, Esq. (by e-mail)
Robert Gunther, Esq. (by e-mail)