EXHIBIT 11

quinn emanuel trial lawyers | san francisco
50 California Street, 22nd Floor, San Francisco, California 94111-4788 | TEL: (415) 875-6600 FAX: (415) 875-6700

WRITER'S DIRECT DIAL NO.
(415) 875-6344

WRITER'S INTERNET ADDRESS
joshuasohn@quinnemanuel.com

April 5, 2012

Ken Brothers
Dickstein Shapiro LLP
1825 Eye Street NW
Washington, DC 20006

Re: I/P Engine, Inc. v. AOL, Inc. et al.: Claim Construction and Other Matters

Dear Ken:

I write in response to our meet-and-confer yesterday. Pursuant to the meet-and-confer, we promised to provide (and hereby provide) Defendants' proposed constructions for the following terms:

***"scan[ning] a network"*:** "spidering or crawling a network"

"a scanning system": "a system used to scan a network"

"collaborative feedback data": we reviewed Plaintiff's proposed construction of "information concerning what informons other users with similar interests or needs found to be relevant," but we cannot agree to this construction due to the ambiguous nature of "information concerning what informons".

"informon": we maintain our proposed construction of "information entity of potential or actual interest to a particular user." We note again that our construction is a verbatim copy of the specification's definition of "informon", and "informon" is a coined term whose definition must flow from the specification.

***"searching [for information relevant to a query associated with a first user]"*:** We will agree to drop this term from construction.

"relevance" and "relevant" terms: As you know, Defendants proposed a group of four terms containing the words "relevance" or "relevant." On the call, we discussed the possibility of construing just the terms "relevance" and/or "relevant" in lieu of the larger terms. After further analysis, however, Plaintiff's proposed construction of "relevance" would lead to grammatical and definitional problems if dropped into the claims. Defendants therefore maintain their position to construe the larger terms – *i.e.*, the four terms in Defendants' Term Group #1.

We will provide a proposed construction for the term "combining" later today. We look forward to your prompt response.

* * *

On a separate note, we write to address your baseless accusation that Quinn Emanuel may be engaging in ethical violations through its joint representation of Defenants Google, IAC, Target, and Gannett. Even though you admitted having no knowledge of Quinn Emanuel's correspondence with and among its clients, you nonetheless accused Quinn Emanuel of breaching its ethical duties by rejecting your proposed stipulation on behalf of Google when the stipulation could have led to the dismissal of the other Defendants. You further stated that you were prepared to raise this alleged ethical violation with the Court in advance of trial.

Your allegation is utterly unprofessional, irresponsible, and unfounded. First, because you admit having no knowledge of Quinn Emanuel's correspondence with and among its clients, you have no factual basis to allege that Quinn Emanuel breached its ethical duties. Second, because your proposed stipulation required the consent of Google, it was perfectly appropriate for Quinn Emanuel to reject the stipulation on behalf of Google.

Third, to the extent your allegation was made to strong-arm Quinn Emanuel into approving your proposed stipulation – and we can see no other apparent motive – your allegation was itself an ethical breach. *See* Virginia State Bar Legal Ethics Opinion No. 1338 (April 20, 1990) ("Assuming for purposes of this opinion that no basis exists for the attorney's allegations of dishonesty, crime and ethical improprieties on the part of opposing counsel, the committee is of the opinion that such allegations may be violative of DR:7-104(A) if made solely in an attempt to obtain an advantage in a civil matter."); *see also* D.C. Bar Rule of Professional Conduct 8.4(g) ("It is professional misconduct for a lawyer to . . . (g) Seek or threaten to seek criminal disciplinary charges solely to obtain an advantage in a civil matter.")

Very truly yours,

/s/ Joshua L. Sohn

Joshua L. Sohn

01980.51928/4691782.1