

EXHIBIT 4

March 16, 2012

Charles Monterio

MonterioC@dicksteinshapiro.com

Re: I/P Engine, Inc. v. AOL, Inc. et al.

Dear Charles:

I write in response to your March 15, 2012 letter regarding the list of proposed claim terms to be construed. The Court set a March 14, 2012 deadline for the parties to exchange a list of proposed claim terms to be construed, a date the parties had agreed to. Defendants fully complied with this obligation.

The Court's Scheduling Order does state that it will construe no more than 10 terms. However, this does not mean that the parties are required to discuss only 10 terms. As the Federal Circuit has found, "[w]hen the parties present a fundamental dispute regarding the scope of a claim term, it is the court's duty to resolve it." *O2 Micro Int'l Ltd. v. Beyond Innovation Tech. Co., Ltd.*, 521 F.3d 1351, 1362-3 (Fed. Cir. 2008). As you know, Plaintiff has accused Defendants of infringing fourteen claims from two patents. Defendants reviewed those claims, and proposed a list of terms they believe need to be construed.¹ Presumably, Plaintiff did the same in proposing its list. The Scheduling Order further provides that the parties exchange their proposed constructions by March 21, 2012, and that the parties submit their opening claim construction briefs by April 12, 2012.

¹ We note that many of the terms proposed by Defendants are related and therefore may be construed, either by the parties or the Court, together.

quinn emanuel urquhart & sullivan, llp

LOS ANGELES | 865 South Figueroa Street, 10th Floor, Los Angeles, California 90017-2543 | TEL (213) 443-3000 FAX (213) 443-3100

NEW YORK | 51 Madison Avenue, 22nd Floor, New York, New York 10010-1601 | TEL (212) 849-7000 FAX (212) 849-7100

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LONDON | 16 Old Bailey, London EC4M 7EG, United Kingdom | TEL +44(0) 20 7653 2000 FAX +44(0) 20 7653 2100

TOKYO | NBF Hibiya Building, 25F, 1-1-7, Uchisaiwai-cho, Chiyoda-ku, Tokyo 100-0011, Japan | TEL +81 3 5510 1711 FAX +81 3 5510 1712

MANNHEIM | Mollstraße 42, 68165 Mannheim, Germany | TEL +49(0) 621 43298 6000 FAX +49(0) 621 43298 6100

MOSCOW | Voentorg Building, 3rd Floor, 10 Vozdvizhenka Street, Moscow 125009, Russia | TEL +7 495 797 3666 FAX +7 495 797 3667

The process provided in the Scheduling Order specifically allows the parties the time and opportunity to meet and confer regarding their list of terms and proposed constructions, in order to determine if there is a dispute regarding these terms, or if the parties will be able to agree to constructions for terms in the patents. We do not know at this time if the parties will have a dispute regarding all of Defendants' proposed terms. As a result of the meet and confer process, we expect that the parties will be able to reach agreement on the final list of ten terms for the Court to construe. It appears from your letter that you do not believe that the parties will be able to do so. However, we will not agree to Plaintiff's demand that the Defendants modify the list of terms by close of business today to add only six terms to Plaintiff's original list of four.

We will not respond to the rhetorical accusations in your letter.

As always, we remain willing to meet and confer to resolve any discovery issues, and hope that you similarly remain willing to work together on these issues in a timely and efficient manner.

Sincerely,

A handwritten signature in blue ink that reads "Emily C. O'Brien". The signature is written in a cursive, flowing style.

Emily C. O'Brien

cc: IPEngine@dicksteinshapiro.com
QE-IPEngine@quinnemanuel.com

01980.51928/4657276.1