

EXHIBIT 5

Jen Ghaussy

From: Joshua Sohn
Sent: Tuesday, March 27, 2012 11:03 AM
To: Monterio, Charles; QE-IP Engine; Alexander, Cortney; 'Burns, Robert'
Cc: zz-IPEngine; 'W. Ryan Snow'; Donald C. Schultz
Subject: RE: I/P Engine v. AOL et. al. Plaintiff I/P Engine, Inc.'s Proposed Claim Terms for Construction

Charles,

We believe our grouping is appropriate for reasons we have already stated and consistent with what parties commonly do in cases where a court has imposed limits on construction. There is no intent to avoid the scheduling order as you say, but to get issues involved in an orderly fashion. Plaintiff's refusal to engage meaningfully as to most of these terms appears to suggest Plaintiff's desire to avoid resolution of issues for strategic reasons, and we continue to reserve our rights where Plaintiff has refused to provide a construction.

In any event, while we wait for your further investigation you refer to as to some terms, below we seek to address some of the issues for which we continue to believe there is hope we can reach agreement.

As we indicated, our construction of "collaborative feedback data" is similar to Plaintiff's. Is there a way we can alter our construction to address your concerns regarding the way we have phrased it? Your email is silent on this point so we are unclear as to what the issue is.

With respect to Defendants' proposed construction of the term "informon," the qualifier "particular" comes from the specification and properly so as the information is tied to a particular user, not just a user. On a related note, Plaintiff has proposed construing "informon" as "information entities . . ." Please explain why Plaintiff believes that a plural construction is appropriate for this singular term.

With respect to the term "user," the definite article in Defendants' construction ("an individual in communication with *the* network") also comes from the specification, and furthermore is compelled by the structure of the claims. For instance, all the asserted '420 claims recite "scanning a network to make a demand search for informons relevant to a query from an individual user". The claimed "user" must be in communication with "the" network – the network recited earlier in the claims – so that this network can receive the query from the user.

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From: Monterio, Charles [mailto:MonterioC@dicksteinshapiro.com]
Sent: Friday, March 23, 2012 2:35 PM

To: QE-IP Engine; Alexander, Cortney; 'Burns, Robert'

Cc: zz-IPEngine; 'W. Ryan Snow'; Donald C. Schultz

Subject: FW: I/P Engine v. AOL et. al. Plaintiff I/P Engine, Inc.'s Proposed Claim Terms for Construction

David,

I write to respond to your March 22 email regarding the parties' proposed claim constructions. As mentioned in my March 22 email, I/P Engine's comments are subject to I/P Engine's receipt of Defendants' detailed non-infringement contentions.

Defendants have asserted that six limitations (three in Defendants' Group 2, and three in Defendants' Group 6) are indefinite. I/P Engine does not agree that any of those limitations are indefinite. Defendants have provided no further explanation for their positions, even though many of those limitations contain specific terms for which Defendants have proposed constructions. In view of Defendants' assertions and absence of any further explanation, whether each of those limitations are indefinite are separate issues.

Defendants have combined multiple terms from four different limitations as part of what you call Group 3. I/P Engine does not agree that Defendants can evade the Court's Scheduling Order by classifying this as a single issue. I/P Engine is not prepared to accept Defendants' proposed constructions regarding the "feedback system," "collaborative feedback data," and "receiving information" terms.

The parties disagree on whether the claimed systems must be different systems, or whether they can be part of the same system. Defendants have referenced two possible different system combinations. This is two separate issues.

The parties disagree on whether the order of steps for claim 25 of the '420 patent, and for claim 26 of the '664 patent, must be performed in the recited order. This is two separate issues.

With respect to the term "query," I/P Engine acknowledges Defendants' agreement that the term be construed as "request for search results." We are continuing to evaluate Defendants' proposals regarding "relevant" and "relevance," but are awaiting receipt of Defendants' detailed non-infringement contentions before we will be prepared to make a final decision.

Regarding the term "user," I/P Engine does not agree to Defendants' currently proposed definition. I/P Engine believes that the indefinite article "a" is more appropriate for the construction of this term than Defendants' proposed use of the article "the." Defendants' definition would establish an unintended antecedent basis though use of the article "the" in the '420 patent. There is no apparent reason to limit the definition of user to tie it to any "network" referenced elsewhere in the claims. In regards to the '664 patent, there is no network recited in the asserted claims, and therefore "the network" should clearly be "a network." Moreover, there is no evidence of an intent to tie the term "user" to the term "network" based on the claim language or the cited sentence from the specification.

With respect to Defendants' proposed construction of the term "informon," I/P Engine believes the qualifier "particular" in the phrase "particular user" does not add any clarity or meaning to the claim, and merely adds confusion in view of the fact that the word "user" already appears in claims 10 and 25 of the '420 patent in the phrase "individual user." Specifically, we think it is confusing to use both "particular" and "individual" to modify "user" within the same claim. Accordingly, we propose the definition "information entities of potential or actual interest to a user" is both consistent with the specification and clear in its meaning. Otherwise, we would request to know what additional meaning Google thinks the word "particular" imparts on the phrase.

With respect to the term "demand search," I/P Engine believes its proposed construction of "a one-time search performed upon a user request" is simple, unambiguous, understandable, and consistent with the intrinsic

evidence. Defendants' proposed phrase "search engine query" is ambiguous, and is not acceptable to I/P Engine.

Defendants request that I/P Engine indicate whether antecedent law applies to seven specific terms (informons/the informons, users/such users, a query/the query, a feedback system/the feedback system, a scanning system/the scanning system, a first user/the first user, a content-based filter system/the content-based filter system). I/P Engine is reviewing the claims to verify whether antecedent basis applies to each instance throughout all of the asserted claims, and will advise you next week whether the parties can reach agreement on any of these issues.

Regarding the remaining terms, I/P Engine will respond at a later date.

I/P Engine will consider withdrawing its motion once its concerns expressed in the motion have been addressed, which may come to pass if the parties are able to reach agreement on terms and as a result defendants' proposed list of constructions is narrowed.

Charles J. Monterio, Jr.

Associate

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From: David Perlson [mailto:davidperlson@quinnemanuel.com]

Sent: Thursday, March 22, 2012 4:10 PM

To: Brothers, Kenneth; 'Noona, Stephen E.'

Cc: zz-IPEngine; dschultz@cwm-law.com; W. Ryan Snow; QE-IP Engine; cortney.alexander@finnegan.com; robert.burns@finnegan.com

Subject: RE: I/P Engine v. AOL et. al. Plaintiff I/P Engine, Inc.'s Proposed Claim Terms for Construction

Ken, Plaintiff's Preliminary Proposed Claim Terms and Proposed Constructions reflects several areas of apparent agreement (or near-agreement) between Plaintiff and Defendants, raising the possibility that the parties could significantly narrow their list of claim terms in dispute. However, Plaintiff's list also raises certain questions for which we would like clarification.

"relevance" terms

Plaintiff's construction of "relevance" as "how well an informon satisfies the user's information need" and "query" as a "request for search results" seem to track closely our proposed constructions for the relevance terms. Also, we agree to Plaintiff's construction of query as "request for search results." Thus, please let us know whether Plaintiff will agree to the proposed constructions in Defendants' Term Group #1.

"informon"

Plaintiff has construed "informon" as "information entities of potential or actual interest to a user." This is very close to Defendants' construction of "informon" as "information entity of potential or actual interest to a particular user." Thus, this term appears to be one for which the parties could reach agreement. Please let us know if you agree with this assessment.

However, we note that both Plaintiff and Defendants cited the same portion of the specification to support their constructions, and this specification language tracks Defendants' proposed construction verbatim. *See* '420

Patent 3:31-33 (“As used herein, the term ‘informon’ comprehends an information entity of potential or actual interest to a particular user.”) Thus, we request that Plaintiff make small adjustments to its proposed construction of “informon” to bring this construction into harmony with Defendants’ construction and the specification language.

“collaborative feedback data” and associated terms

Plaintiff has construed “collaborative feedback data” as “information concerning what informons other users with similar interests or needs found to be relevant.” Again, this is quite similar to Defendants’ proposed construction of “collaborative feedback data” as “data from users with similar interests or needs regarding what informons such users found to be relevant.” Thus, this term appears to be one for which the parties could reach agreement. Please let us know if you agree with this assessment. Likewise, please let us know if you will agree to Defendants’ proposed constructions for the other associated terms in Defendants’ Term Group #3, all of which relate to collaborative feedback data.

“user”

Plaintiff has construed “user” as “an individual in communication with a network.” This is virtually identical to Defendants’ proposed construction of “user” as “an individual in communication with the network.” Thus, this term appears to be one for which the parties could reach agreement. Please let us know if you agree with this assessment.

Additionally, we note that both Plaintiff and Defendants cited the same portion of the specification to support their constructions, and this specification language uses the definite article found in Defendants’ construction (“ . . . in communication with *the* network”) rather than the indefinite article found in Plaintiff’s construction (“ . . . in communication with *a* network.”) Thus, we request that Plaintiff replace the indefinite article with the definite article to bring its construction into harmony with Defendants’ construction and the specification language, or else explain why Plaintiff believes that the indefinite article is more appropriate for the construction of this term.

“demand search”

Plaintiff has construed “demand search” as “a one-time search performed upon a user request.” Defendants construed this term as “search engine query.” In the spirit of compromise, Defendants agree to modify their proposed construction to “a one-time search engine query” in order to bring their construction more in harmony with Plaintiff’s construction. Please let us know whether you agree with this compromise construction.

Order of Steps

On the order of steps issue, Plaintiff stated that “[n]o ‘construction’ is necessary; the order is dictated by the claim language *or* no order is required.” (emphasis added). This equivocal statement does not apprise us of Plaintiff’s position. Namely, it does not show whether Plaintiff believes that the independent method claims dictate a particular order of steps or whether no particular order is required. Thus, we request that Plaintiff revise its position to indicate whether or not it believes that the method claims dictate a particular order of steps – and, if so, what the required order is. Hopefully, we can reach agreement.

Antecedent Basis

On the antecedent basis issue, Plaintiff stated that “[w]here it is required under the law to apply the same claim meaning to a claim term based on antecedent basis, I/P Engine agrees that the law requires the parties to do so.” But this statement does not indicate *which* terms Plaintiff believe are governed by antecedent basis law. Defendants listed 7 term dyads and stated their position that antecedent basis law applies to each dyad, meaning

that the second term in each dyad has the same meaning as the first. Plaintiff's statement does not indicate whether it agrees with Defendants' position on these 7 term dyads. Please advise. Here too, we think we should be able to reach agreement.

* * *

As noted above, Plaintiff's list of proposed constructions reflects several areas of apparent agreement (or near-agreement) between Plaintiff and Defendants, raising the possibility that the parties could significantly narrow their list of claim terms in dispute. We look forward to Plaintiff's response to the questions in this letter.

In the meantime, we believe that Plaintiff's recently-filed Motion to Compel (Dkt. 99) is premature at best. Plaintiff's Motion complains that the number of terms that Defendants proposed for construction far exceeds the 10 issues that the Court will ultimately construe. While this and many other statements in your Motion are false, it appears that the parties may be able to reach agreement on several constructions. Accordingly, we request that Plaintiff withdraw its Motion pending the parties' negotiations over a final list of disputed constructions.

David

From: Brothers, Kenneth [mailto:BrothersK@dicksteinshapiro.com]
Sent: Tuesday, March 20, 2012 2:55 PM
To: David Perlson; 'Noona, Stephen E.'
Cc: zz-IPEngine; dschultz@cwm-law.com; W. Ryan Snow; QE-IP Engine; cortney.alexander@finnegan.com; robert.burns@finnegan.com
Subject: RE: I/P Engine v. AOL et. al. Plaintiff I/P Engine, Inc.'s Proposed Claim Terms for Construction

David:

You write that defendants "remain committed to working with Plaintiff to reduce the issues on claim construction." You have acknowledged in your letter of Friday and during our meet and confer yesterday that the Court will construe only 10 claim terms. During our meet and confer yesterday, we were able to identify only a single term (informon) on which the parties likely would agree on a construction, leaving us with the challenge of identifying 11 terms - one on which there may be agreement, and the 10 disputed terms. Defendants, however, have refused to advise plaintiff of their top 10 or any other subset of claim terms that are of greatest concern or interest to defendants, even though you know that the court never will construe even half and probably less than a quarter of defendants' latest list of proposed terms. If defendants remain committed to working with Plaintiff to reduce the issues on claim construction, then why are defendants refusing to identify their top 10 claim terms?

As to your other assertions regarding the schedule, recall that I proposed an earlier exchange if defendants did not expand their identification of prior art. You refused, even though defendants not only did not expand their list of prior art, but wholly failed to supplement their invalidity contentions as they had promised. And in any event, we are discussing the Court's Scheduling Order that requires collective agreement by the parties on the identification of the claim terms. In plaintiff's view, defendants have failed to comply with both the letter and spirit of the Scheduling Order.

While I remain willing to engage in further negotiations, I interpret your email as a refusal to further engage, leaving the parties at an impasse. If this is not correct, please provide a substantive proposal that meaningfully reduces the issues on claim construction.

Regards, Ken

From: David Perlson [mailto:davidperlson@quinnemanuel.com]
Sent: Tuesday, March 20, 2012 5:01 PM

To: Brothers, Kenneth; 'Noona, Stephen E.'

Cc: zz-IPEngine; dschultz@cwm-law.com; W. Ryan Snow; QE-IP Engine; cortney.alexander@finnegan.com; robert.burns@finnegan.com

Subject: RE: I/P Engine v. AOL et. al. Plaintiff I/P Engine, Inc.'s Proposed Claim Terms for Construction

Ken,

Your argument that Defendants' list of terms is "unworkable" under the agreed Scheduling Order fails to consider several important facts. First, you will recall that Defendants had previously proposed an earlier exchange of terms for construction, which would have given Plaintiff more time to craft its proposed constructions and marshal its supporting evidence. It was *Plaintiff's* decision to delay the term exchange, due to Plaintiff's belief that it needed to digest invalidity contentions. Thus, the compressed nature of the Markman schedule – which you now claim renders Defendants' list of terms "unworkable" (as to which contrary to your email we never agreed) – is a result of Plaintiff's own doing.

Moreover, to the extent Plaintiff still has concerns about the schedule, we recently proposed that the parties delay their exchange of proposed constructions until this Friday and delay their exchange of supporting evidence until next Wednesday. You rejected this proposal. And in my email last night I withdrew 8 terms from Defendants' list. Of course, eliminating asserted claims would be another way to reduce terms if Plaintiff is so concerned about it.

Further, the 9 terms that you listed in your email do not "fairly capture defendants' concerns" as you state. These terms are mostly isolated words taken from longer terms or phrases that Defendants have proposed for construction. For instance, Defendants have proposed the terms "combining the information from the feedback system with the information from the scanning system" and "combining the information found to be relevant to the query by other users with the searched information" for construction. You appear to have distilled these phrases down to the term "combining" and listed "combining" as one of your 9 terms. But merely offering constructions for the isolated word "combining" does not resolve the question of what these longer phrases mean, to the extent they even have meaning at all, in the context of the patents. Defendants selected their list of terms and phrases for a reason, and Plaintiff cannot simply pluck a single word from these terms or phrases and argue that construing this single word is tantamount to construing the broader term or phrase.

In sum, we have made reasonable and good-faith efforts to address your concerns and create a "workable" scenario for the exchange of proposed constructions and supporting evidence, and remain committed to working with Plaintiff to reduce the issues on claim construction. However, at this time, we plan to proceed with our submission of constructions and supporting evidence tomorrow. Should Plaintiff choose not to offer constructions for some or all of the terms on Defendants' list, Plaintiff does so at its own peril and we reserve the right to seek Court intervention ourselves.

David

From: Brothers, Kenneth [mailto:BrothersK@dicksteinshapiro.com]

Sent: Tuesday, March 20, 2012 12:30 PM

To: 'Noona, Stephen E.'; David Perlson

Cc: zz-IPEngine; dschultz@cwm-law.com; W. Ryan Snow; QE-IP Engine; cortney.alexander@finnegan.com; robert.burns@finnegan.com

Subject: RE: I/P Engine v. AOL et. al. Plaintiff I/P Engine, Inc.'s Proposed Claim Terms for Construction

Thanks, Steve, I did not intend to imply otherwise. My efforts likewise continue to be focused on reaching a good faith compromise. I called you this morning because it was before work hours in California, and I wanted to keep the ball rolling. I appreciate the parties' ongoing willingness to continue their dialog, and look forward to a substantive response.
Ken

From: Noona, Stephen E. [mailto:senoona@kaufcan.com]
Sent: Tuesday, March 20, 2012 3:17 PM
To: Brothers, Kenneth; 'David Perlson'
Cc: zz-IPEngine; dschultz@cwm-law.com; W. Ryan Snow; QE-IP Engine; cortney.alexander@finnegan.com; robert.burns@finnegan.com
Subject: RE: I/P Engine v. AOL et. al. Plaintiff I/P Engine, Inc.'s Proposed Claim Terms for Construction

Ken: To be clear, you called and proposed limited alternatives to proceeding on the claim construction exchange because you claimed that plaintiff could not gather the necessary material within the time allotted under the pretrial schedule. I did not agree or disagree but rather sought to find an alternative that would help move the parties avoid motion practice by allowing you to provide claim constructions this week and the backup material next week after the parties had a chance to review the constructions. This was in response to your claim that you could not provide the backup material in a timely fashion. You indicated that you had not worked through many of the terms and their constructions and therefore were not prepared to provide the constructions as I proposed. Your new proposal will be reviewed but I am not sure that it accomplishes what needs to be done.

Again, as discussed, you called me as an intermediary and my efforts were to reach a good faith compromise. Thanks,...SEN.

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From: Brothers, Kenneth [mailto:BrothersK@dicksteinshapiro.com]
Sent: Tuesday, March 20, 2012 3:06 PM
To: 'David Perlson'; Noona, Stephen E.
Cc: zz-IPEngine; dschultz@cwm-law.com; W. Ryan Snow; QE-IP Engine; cortney.alexander@finnegan.com; robert.burns@finnegan.com
Subject: RE: I/P Engine v. AOL et. al. Plaintiff I/P Engine, Inc.'s Proposed Claim Terms for Construction

David and Steve:

Following up on my two telephone conversations with Steve this morning, I believe that we are making progress in focusing the parties' efforts to get to the 10 claim terms in dispute. I am hopeful that my proposal below will help advance the process.

David's list of last night still contains more than 40 distinct claim terms. Plaintiff continues to believe that such a large number of claim terms is inconsistent with the Court's scheduling order, which requires collective agreement on the claim terms to be construed tomorrow, and limits the total number of construed terms to no more than 10. I understood from my second conversation with Steve that Defendants acknowledge that the process of collecting and preparing all of the information required by paragraph 13(c) of the scheduling order for those 40-plus claim terms by tomorrow is unworkable. Plaintiff is not prepared to accept Steve's proposal that the parties exchange claim constructions for all 40-plus claim terms, because to do so without carefully examine all of the intrinsic and evidence evidence is not appropriate.

To focus the parties on what are really the key terms that will be in dispute, I proposed to Steve that Defendants identify the 10 claim terms that they believe to be most important to them, plus plaintiff's 4 terms, and the parties focus their initial construction on those, while reserving rights to all others. At Steve's request, I am putting in an email to all the proposal that Defendants identify their top 10 claim terms for construction by COB today.

To assist in the process, we have reviewed David's list from last night, and we believe that the following claim terms/concepts fairly capture defendants' concerns:

1. informon
2. relevance
3. query
4. scanning
5. network
6. demand search
7. user
8. collaborative feedback data
9. combining

In addition, defendants have raised three other issues that, strictly speaking are not construction of terms:

10. order of steps
11. antecedent basis
12. different systems

Please confirm that Defendants agree that tomorrow's construction focuses on these limitations, with all parties reserving rights to later assert other claims for construction as they may be identified during the meet and confer. To be clear, plaintiff does not agree to exchange claim constructions on all 40-plus of defendants' limitations tomorrow, and if we are unable to reach agreement, we will proceed with the forgoing list, while seeking judicial intervention. I would hope that such steps will not be necessary as we focus on identifying the 10 disputed claim terms.

Please provide a response as soon as possible, and by no later than 6 pm EDT today.

Regards, Ken

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From: David Perlson [mailto:davidperlson@quinnemanuel.com]

Sent: Monday, March 19, 2012 9:04 PM

To: Chagnon, Armands; QE-IP Engine; 'senoona@kaufcan.com'; 'cortney.alexander@finnegan.com';

'robert.burns@finnegan.com'

Cc: zz-IPEngine

Subject: RE: I/P Engine v. AOL et. al. Plaintiff I/P Engine, Inc.'s Proposed Claim Terms for Construction

Following the parties' call this afternoon regarding the list of claim terms for construction, we write to explain our position on which terms the parties should offer constructions for on Wednesday and which terms may be omitted from Wednesday's exchange.

1) "informons relevant to a query" / "information relevant to a query" / "relevance to a query" / "relevance to at least one of the query and the first user"

Defendants believe that the parties should propose constructions for these four terms on Wednesday. However, given the common theme for these terms, Defendants believe that these terms can be grouped together for claim construction.

2) "scanning a network to make a demand search for informons relevant to a query from an individual user" / "a scanning system for searching for information relevant to a query associated with a first user in a plurality of users" / "wherein the searching step comprises scanning a network in response to a demand search for the information relevant to the query associated with the first user"

These three terms relate to the question of what the various "scanning" elements mean under the Asserted Patents. Defendants believe that the parties should offer proposed constructions for these three terms on Wednesday. However, given the common theme for these three terms, Defendants believe that these terms can be grouped together for purposes of claim construction.

3) "user"

Defendants believe that the parties should offer proposed constructions for this term.

4) "individual user" / "first user"

Defendants believe that these terms can be grouped together for claim construction.

5) "a feedback system for receiving collaborative feedback data from system users relative to informons considered by such users" / "feedback system for receiving information found to be relevant to the query by other users" / "receiving information found to be relevant to the query by other users" / "collaborative feedback data"

Defendants believe that the parties should offer proposed constructions for these terms on Wednesday. However, given the common theme for these terms, Defendants believe that they can be dealt with together for claim construction.

Please note that as we were looking at our list of terms based on our call we realized that our list inadvertently did not include "receiving information found to be relevant to the query by other users" (as used in '664 Claim 26) along with the longer phrase "a feedback system for receiving information found to be relevant to the query by other users" (as used in '664 Claim 1).

6) "combining the information from the feedback system with the information from the scanning system" / "combining the information found to be relevant to the query by other users with the searched

information” / “filtering the combined information for relevance to at least one of the query and the first user”

These three terms relate to the meaning of the “combining” limitations from the Asserted Patents. Defendants believe that the parties should offer proposed constructions for these terms on Wednesday. However, given the common theme for these terms, Defendants believe that these terms can be grouped together for purposes of claim construction. We indicated we had no objection to Plaintiff providing a construction for its proposed term “combining” as to these three terms on Wednesday and that we can discuss how to address any issues raised by the term phrasing after that.

7) The system for scanning, content-based filter system, and feedback system must all be different systems / The scanning system, feedback system, and content-based filter system must all be different systems

The issue of whether the claimed systems in the Asserted Patents must be different systems is an appropriate issue for claim construction. *See, e.g., Bristol Co. Ltd. P’ship v. Bosch Rexroth Inc.*, 684 F.Supp. 2d 1245, 1294 (D. Colo. 2010) (deciding at claim construction that the two claimed “signals” must be separate from each other). Therefore, Defendants believe that Wednesday’s exchange should include the parties’ contentions on whether ‘420 Claim 10 requires the claimed system for scanning, content-based filter system, and feedback system to be different systems. Similarly, Wednesday’s exchange should include the parties’ contentions on whether ‘664 Claim 1 requires the claimed scanning system, feedback system, and content-based filter system to be different systems.

8) Order of Steps for ‘420 Claim 25 and ‘664 Claim 26

Likewise, the issue of whether ‘420 Claim 25 and ‘664 Claim 26 require a specific order of steps is an appropriate issue to resolve at claim construction. *See Lorai Fairchild Corp. v. Sony Corp.*, 181 F.3d 1313, 1322 (Fed. Cir. 1999) (“Although not every process claim is limited to the performance of its steps in the order written, the language of the claim, the specification and the prosecution history *support a limiting construction* in this case. Accordingly *the claim was properly construed* as only covering a fabrication process where insulation is formed prior to ion implantation.”) (emphasis added). Therefore, Defendants believe that Wednesday’s exchange should include the parties’ positions on whether ‘420 Claim 25 and ‘664 Claim 26 recite a order of steps – and, if so, what the required order is.

9) “informons” “the informons” / “users” “such users / “a query” “the query” / “a feedback system” “the feedback system” / “a scanning system” “the scanning system” / “a first user” “the first user” / “a content-based filter system” “the content-based filter system”

These terms all relate to the antecedent basis question: namely, the question of whether the second term in each must refer back to the first and that this is appropriate for claim construction. Given the common theme for these terms, Defendants believe that these terms can be grouped together for claim construction.

In addition to the various term groupings discussed above, Defendants believe that Wednesday’s exchange should contain proposed constructions for the terms 10) “demand search, and 11) “searching [for information relevant to a query associated with the first user].

We feel this a very reasonable list.

Given the Court’s directive regarding the breadth of claim construction at the hearing, Defendants believe that the following 14 terms may be omitted from Wednesday’s exchange. We understand based on our call that this is without prejudice to raising these terms at some later time—please confirm:

content-based filter

content-based filter system

“content-based filter for receiving informons from the scanning system”

“receiving the informons in a content-based filter system from the scanning system”

“content profile”

“content profile data”

“passive feedback data”

“the scanning system”

We trust this should resolve Plaintiff’s purported concerns regarding the breadth of constructions at issue.

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