Exhibit 20

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April 6, 2012

Charles Monterio
MonterioC@dicksteinshapiro.com

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

Dear Charles:

I write in response to your April 5 letter.

Production Cut-Off Date

In answer to your question, Google's position is that non-custodial documents created after September 17, 2011 need to be preserved and produced. Google can confirm that we have not been using a date limitation in our review and production of non-custodial documents.

Vringo Merger Documents

As we explained in our April 3 letter, in addition to the fact that the cut-off date applies only to custodial documents, there is another reason Plaintiff must produce documents related to the Vringo-Innovate/Protect merger: the cut-off date agreement is between the parties, and you have taken the position that Innovate/Protect is not a party, as stated in your December 13 letter. We appreciate your agreement to investigate the existence of merger documents and expect that they will be produced pursuant to Google's requests for production made to I/P Engine and in its subpoena to Innovate/Protect. We also note that we are concerned by your reference to the September 17, 2011 cut-off date agreed to for the parties' discovery, as discussed above. If your purpose in suggesting this cut-off was to avoid production of relevant documents you were aware

of, such as merger-related documents that address the patents at issue and this litigation, that is obviously not appropriate.

Additionally, we are unclear as to your answer in response to our question about the assertion of privilege with regard to pre-merger documents exchanged between Innovate/Protect and Vringo. You state that "We note that the parties have agreed that privilege logs need not contain any privileged documents created after September 17, 2011. Consistent with that agreement, I/P Engine is currently not aware of any additional documents that would be withheld as privileged." Please confirm that this means mean that neither I/P Engine nor Innovate/Protect is withholding any pre-merger documents exchanged between Innovate/Protect and Vringo on the basis of privilege. If this is not correct, please explain.

Laches

In response to our April 3 letter setting forth the basis for Google's laches defense, you stated without explanation that the doctrine of laches is inapplicable. You have refused to supplement your response to Interrogatory No. 15. We reserve our rights should you later attempt to seek to introduce any information sought in Interrogatory No. 15 at any time later in the case.

Deposition Dates

On March 13, we asked I/P Engine to look into available dates in April for the depositions of Mr. Lang and Mr. Kosak. In response, you proposed dates in mid-May. In our additional correspondence on this issue, you indicated that neither witness was available any earlier. We explained that this was a problem for Defendants, as we had asked for dates in April in order to take the depositions in connection with claim construction in this case. We therefore asked if either inventor could be made available for a single day of deposition. We did so in an effort to accommodate the witnesses' scheduling issues, and also to allow Defendants to ask questions relevant to claim construction prior to the deadline for the parties' second *Markman* brief. We hoped that you would look into this issue and attempt to work with Defendants to compromise. Instead, you have refused to even investigate if one of the witnesses can be made available for one day in April unless Defendants commit that it will only take one 7 hour deposition of that inventor in this case. Plaintiff's offer is unacceptable. Also, the parties agreed that each inventor would be made available for 14 hours each, for personal and 30(b)(6) deposition, but we note that Defendants never agreed to consecutive days. We will get back to you on whether the proposed dates in May will work, or if we will need to discuss alternative dates. And we reserve our rights regarding Plaintiff's refusal to provide either of its two named inventors for deposition related to claim construction issues.

ESI Agreement and Dates of Production

Google is proposing to exclude emails that were neither sent nor received because of the unreasonable burden such production would create. Contrary to your assertion, it is burdensome for Google to collect, search, review and produce unsent emails from nine separate custodians.

We also disagree with your assumption that unsent emails could be "highly relevant". It is common practice to exclude unsent email from electronic productions as part of an ESI Agreement. Accordingly, we propose the following revised language for the ESI Agreement: "In addition, the parties agree that unsent custodial emails will not be searched." Please confirm your agreement.

With regard to the timing of custodial production, we told you during our April 2 phone call that we would have a better idea of an estimated date at the end of this week and would give you our estimate at that time. However, we also explained that this process depended in part on Plaintiff's agreement with the terms of the draft ESI Agreement. In response, you assured us that you were "ninety-nine percent sure" that Plaintiff agreed to the language. However, your letter of April 5 stated that you did not agree, as discussed above.

In addition to the ESI Agreement, we have identified two issues as a result of running the search term list across the custodial collection that we need to discuss with Plaintiff before we can provide an estimated production date. We note that you state in your letter of April 5 that Plaintiff's proposed date for completion of custodial document production, April 20, is dependent on resolution of an over-inclusiveness issue with some of the search terms.

First, the term "Ads Quality" resulted in an unreasonable number of hits when run across the full collection. We request that Plaintiff agree to withdraw this term from the list, as the term is overly broad. As you know, we have already agreed to the following terms: "Quality Score," "relevance score," "QBB w/5 pCTR," (LPQ OR "Landing Page Quality") w/10 score, (Relevance OR "Relevance Score") w/20 (inventory OR "Ads Coverage"), among others. We therefore believe that inclusion of the additional term "Ads Quality" is unnecessary, as well as unduly burdensome.

Second, Google's vendor has had difficulty running the terms:

'420 OR "6,314,420" OR "6314420" OR "09/204,149"
'664 OR "6,775,664" OR 6775664 OR "10/045,198"

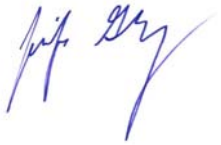
We are working to fix this problem and rerun the terms. We will hopefully have an update on this by Monday.

As further discussed during our call, we confirm that Google has been collecting custodial documents and is continuing to collect, search and process them for review. As further discussed during our call, we will make rolling productions of the custodial documents, and will prioritize the witnesses identified in Google's initial disclosures.

We would like to meet and confer with Plaintiff on Monday to discuss the ESI Agreement and search term issues outlined above, so that we can finalize the review population and provide you with an estimated date for completion of production. Please let us know whether you are

available for a phone call at 1:00 p.m. PT on Monday. We look forward to cooperating with you to resolve these issues.

Sincerely,



Jen Ghaussy

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