

EXHIBIT L

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July 20, 2012

Charles Monterio
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Confidential-Attorneys' Eyes Only

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

Dear Charles:

I write to follow up on yesterday's meet and confer in the above referenced matter and in response to your email sent late last night.

First, we discussed logistics for the depositions of I/P Engine (IPE), Innovate/Protect (IPI) and Hudson Bay. After discussing internally, your proposal is to have one deposition of IPE and IPI, and then a second deposition the same day of Hudson Bay, due to confidentiality concerns. Given that the witness is the same for all three entities, and we are having the deposition on one day, we suggest having only one deposition transcript for all three entities. To the extent any confidential information related to Hudson Bay, IPE or IPI will be discussed, in-house counsel for those entities can step out of the room as needed. It makes little sense to ask the same questions multiple times from the same witness.

You confirmed that July 31 would work for the deposition of Lycos in Boston. We agreed to confirm a location for that deposition. Finally, you agreed to check with Vringo regarding available dates for deposition in August sufficiently in advance of the deadline for rebuttal expert reports. You also agreed to reconfirm that Vringo has no availability for deposition the week of July 30.

Second, we discussed the objections and responses to the 30(b)(6) depositions to IPE, IPI, Hudson Bay, and Vringo.

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IPE

Topic No. 1: This topic seeks “All facts and circumstances regarding any search, analysis, investigation or opinion regarding the patents-in-suit and any Related Applications, including without limitation any search, analysis, investigation or opinion regarding patentability, unpatentability, enforceability, unenforceability, validity, invalidity, infringement, noninfringement, meaning, interpretation, construction or scope of the patents-in-suit or Related Applications.” Plaintiff agreed in response to provide a corporate designee who will testify generally “to the fact and circumstances regarding any non-privileged search, analysis, investigation or opinion regarding the patentability, enforceability or infringement of the patents-in-suit.” You stated that you did not believe Plaintiff needed to be prepared to testify regarding “meaning, interpretation, construction or scope of the patents-in-suit” because claim construction had already been decided by the Court. You further stated that you did not include “validity” in the subject matter for which you would provide a witness, because you believe validity is subsumed within Topic No. 2, for which you agreed to provide a witness.

Topic No. 6: This topic seeks “All facts and circumstances relating to how and when the Owners of the Patents-in-Suit and/or the inventors first became aware of each Accused Product; any and all analyses, examinations or investigations of each such product conducted by or for the Owners of the Patents-in-Suit and/or the inventors; and an identification of documents (by Bates number) and persons with information relating to such analysis, examination or evaluation.” In response, Plaintiff agreed to provide a corporate designee “to testify generally to the facts and circumstances relating to how and when I/P Engine first became aware of each Accused Product, and any and all infringement analyses, examinations or investigations of each such product conducted by or for I/P Engine.” I stated that IPE should be prepared to testify regarding any analyses of the Accused Products, not just infringement analyses.

You also stated that IPE is the current owner of the patents-in-suit, and can only testify regarding its knowledge, not the knowledge of any prior owners of the patents-in-suit. I stated that if IPE has any information regarding prior owners’ knowledge of the Accused Products, their analyses or each such product, etc., then IPE should be prepared to testify about that information at the deposition. For example, if IPE knows of analyses done by Lycos related to AdSense for Search, IPE’s corporate designee should be prepared to testify regarding this knowledge. You stated that we could ask these questions of the corporate designee, but that is insufficient. IPE should be prepared to testify fully on this topic, to the extent it has knowledge. Please confirm that IPE will be so prepared.

Plaintiff similarly narrowed its response to Topic Nos. 8, 9, and 10. Again, please confirm that IPE will be prepared to testify regarding IPE’s knowledge and the knowledge of any prior owner of the patents regarding these topics, to the extent such information is in the possession, custody or control of IPE.

Topic No. 9: This topic seeks “All facts and circumstances relating to any pre-litigation contact between the Owners of the Patents-in-Suit or the inventors and Defendants.” Plaintiff limited its response to pre-litigation contact “relating to the Accused Products and the patents-in-suit.” I stated that IPE should be prepared to testify regarding any pre-litigation contact between IPE and Defendants. You stated that we could ask questions, but that the corporate designee would only be prepared as noticed in your response. In further follow up, is Plaintiff aware of any pre-litigation contact at all? That would seem to resolve any potential dispute here.

Topic No. 13: This topic seeks “Licensing procedures and policies of Lycos from 2003-2006.” You confirmed that IPE has no knowledge of Lycos’ licensing procedures and policies. You similarly confirmed that IPI, Hudson Bay and Vringo have no knowledge of Lycos’ licensing procedures and policies.

Topic No. 14: This topic seeks “Any valuation of the patents-in-suit.” Plaintiff agreed to produce a corporate designee to testify generally to “I/P Engine’s knowledge of valuations of the patents-in-suit conducted by or on behalf of I/P Engine.” I noted that this response is too narrow. IPE’s witness should be prepared to testify regarding any valuation of the patents-in-suit of which IPE is aware, regardless of whether it was conducted by or on behalf of IPE. You maintained your response.

Defendants request that IPE reconsider this response, and agree to provide a witness fully prepared to testify regarding its knowledge of any valuation of the patents-in-suit. Again, however, if Plaintiff can confirm that it is aware of no other such valuations, then perhaps this could resolve any potential dispute.

Topic No. 15: This topic seeks “Agreements between Plaintiff and any other party concerning the subject matter disclosed in the patents-in-suit.” Plaintiff agreed to produce a corporate designee to testify generally “to any agreement between I/P Engine and any other party concerning the patents-in-suit, subject to any confidentiality obligations, privileges and immunities.” I stated that this response is too narrow. For example, under this response IPE’s witness would not be prepared to testify regarding any agreements related to the “Lycos Patents” acquired by IPE, but not asserted in this case. You stated that you were not aware of any such agreements, but would be willing to consider a narrower topic. Accordingly, Defendants propose the following revision to Topic No. 15:

Agreements between Plaintiff and any other party concerning the patents-at-issue, the Lycos Patents, or any other patents related to search advertising technology and/or collaborative/adaptive search engine technology.

Please confirm that IPE will provide a witness fully prepared to testify regarding this amended topic.

Topic No. 17: This topic seeks “Plaintiff’s corporate structure and status, including without limitation its organizational structure, ownership structure, shareholders, general partners,

limited partners, investors, decision makers, and past and present employees.” IPE agreed to testify generally to “I/P Engine’s corporate structure, organizational structure, and its past and present employees.” You stated that IPE has only one shareholder, IPI, and thus did not have any general partners, limited partners, or investors.

Topic No. 20: This topic seeks “The relationship between I/P Engine and Hudson Bay, including but not limited to Hudson Bay’s investment in I/P Engine, Hudson Bay’s interest in the patents-in-suit, Hudson Bay’s role in the management of I/P Engine, the formation of I/P Engine, and the location and storage of any documents related to I/P Engine or the patents-in-suit.” IPE refused to provide a witness regarding Hudson Bay’s role in “the formation of I/P Engine” and “the location and storage of any documents related to I/P Engine or the patents-in-suit.” You stated that the latter was subsumed within Topic No. 19, for which you were providing a witness. You confirmed that you were not providing a witness to testify about the former. This is not acceptable. Please explain Plaintiff’s basis for refusing to provide a witness to testify regarding Hudson Bay’s role in the formation of IPE.

Topic No. 21: This topic seeks “The merger of Vringo and Innovate/Protect.” IPE limited its response to IPE’s “knowledge of the merger between Innovate/Protect and Vringo as it relates to the present litigation, the patents-in-suit, or the valuation of the patents-in-suit.” You stated that any information related to the merger but unrelated to the litigation or the patents-in-suit would not be relevant. I pointed out that to the extent the merger is unrelated to the patents-in-suit, we should be able to explore this issue with the witness, as such information might lead to the discovery of admissible evidence.

Topic No. 23: This topic seeks “I/P Engine’s agreements, licenses, offers to license, threats, demands or covenants-not-to-sue that relate to the licensing of patent rights related to search advertising.” IPE refused to provide a witness to testify regarding offers to license, threats or demands that relate to the licensing of patent rights related to search advertising. I stated that this refusal was improper, as IPE’s offers to license, threats, or demands related to the patents-at-issue or other Lycos Patents, for example, could be relevant. You agreed to take this issue back to your client. Please let us know as soon as possible what Plaintiff’s final position is on this topic.

Topic No. 25: This topic seeks “Any contacts with the press regarding the patents-in-suit, this litigation, or the merger between Vringo and Innovate/Protect.” We agreed that this issue is the same as the issue in Topic No. 21—Plaintiff will only provide a witness to testify regarding the merger as it relates to the patents-in-suit or the present litigation, Defendants believe that the designee should be prepared to testify more broadly regarding the merger.

IPI and Hudson Bay

The deposition notices to IPI and Hudson Bay are largely identical to IPE. We agreed that generally the specific objections and responses to the topics on behalf of IPI and Hudson Bay, and thus any issues related to those topics, mirrored those of IPE discussed in more detail above.

Topic Nos. 5, 11, 12 to IPI: IPI refused to provide a witness to testify in response to these topics because IPI has no information relating to these topics. We discussed that IPE and IPI have the same witness appearing for deposition, the same board of directors, the same employees, and the same office location. You confirmed that IPI has no independent knowledge regarding these topics separate and apart from IPE's knowledge.

Topic Nos. 5, 9, 11, 12 to Hudson Bay: Similarly, Hudson Bay refused to provide a witness to testify in response to these topics because Hudson Bay has no independent knowledge relating to these topics.

Topic No. 17: This topic seeks IPI's and Hudson Bay's "corporate structure and status, including without limitation its organizational structure, ownership structure, shareholders, general partners, limited partners, investors, decision makers and past and present employees." IPI and Hudson Bay refuse to provide a witness regarding "ownership structure, shareholders, general partners, limited partners, investors and decision makers." Please explain IPI's and Hudson Bay's justification for refusing to provide a witness on these topics.

Topic No. 19: IPI and Hudson Bay both refuse to provide a witness to testify regarding the location of and storage of any documents related to IPE. This is improper. To the extent that IPI or Hudson Bay have documents related to IPE, the corporate designee should be prepared to testify regarding the location and storage of such documents.

Vringo

Topic Nos. 8 and 12: Topic 8 seeks "The merger of Vringo and Innovate/Protect" and Topic 12 seeks "Any contacts with the press regarding the patents-in-suit, this litigation, or the merger between Vringo and Innovate/Protect." We discussed that the issue with Vringo's response to these topics is the same as the issue with regard to Topic Nos. 21 and 25 to IPE, namely that Vringo limited its response to the present litigation, the patents-in-suit, or the valuation of the patents-in-suit, and Defendants believe Vringo should be prepared to testify more broadly.

Topic No. 11: This topic seeks "Any valuation of the patents-in-suit." The issue here is the same as Topic No. 14 to IPE, Vringo has limited its response to valuations conducted by or on behalf of Vringo, and Defendants believe that Vringo should be prepared to testify regarding its knowledge of any valuations of the patents-in-suit.

Defendants request that Vringo reconsider and provide a witness fully prepared to testify in response to this topic. Again, however, if Vringo can confirm that it is aware of no other such valuations, then perhaps this could resolve any potential dispute.

Third, we discussed Plaintiff's outstanding requests for production from Defendants. You then sent an email at 8:23 p.m. PST last night demanding a date certain for all productions from Defendants by COB today, or else you would seek intervention of the Court. As an initial

matter, Defendants object once again to Plaintiff's demands for immediate response and threats to go to the Court in the event it does not receive one. Defendants do not agree that the documents sought by Plaintiff are relevant, much less that they are necessary to the expert reports due on Wednesday, July 25. Nonetheless, Defendants have been diligently investigating Plaintiff's demands since receiving its letter on July 9, including agreeing to collect documents requested by Plaintiff despite believing that these documents were sought by Plaintiff's Requests for Production or that the documents are not relevant to the claims or defenses in this litigation or reasonably likely to lead to the discovery of admissible evidence. Plaintiff's demands for immediate satisfaction, especially given its own failures to properly comply with discovery in this matter, are improper and do nothing to move this case forward.

Google

I stated that Google is investigating whether it was provided a list of IAC syndicated sites, and I should know the results of that investigation by Monday. In your email, you ignore this statement and demand a response by close of business today. Again, we should know whether Google was provided with such a list by Monday, and will let you know at that point if we have it. If Google has this list, it will produce it next week.

Plaintiff requested "all relevant portions" of the Google Blog and the AdWords Blog. I stated that Google believes it has already produced the responsive portions of these blogs. I also stated that it is unclear what additional portions of the blogs Plaintiff believes are relevant. Therefore Google will be producing these blogs in their entirety. In response to the demand in your email, Google is in the process of collecting these documents now and will produce them as expeditiously as possible. In the meantime, please note that these blogs are publicly available online, and therefore accessible to Plaintiff even without this production.

Plaintiff also requested documents related to the negotiations surrounding the licensing agreements produced by Google. I stated that Google was currently investigating to see whether such documents are compiled in folders or files, or whether a custodial search would be required to locate the documents. I agreed to keep you updated on this investigation. In your email, you also demanded a date certain for production of these documents by today. Again, this demand for an immediate response is improper. Google has confirmed that there are no such documents compiled in central folders or files. Thus, to the extent any documents responsive to this request exist, the only way to produce them would be to conduct another custodial collection, search and production. As outlined in our letter of July 13, these documents are not responsive to Plaintiff's Requests for Production, and Plaintiff has not adequately articulated why these documents are relevant, or why the benefit to Plaintiff from collecting these documents outweighs the burden to Google in conducting an additional custodial review and production at this late date in discovery. Accordingly, Google will not be producing additional documents in response to this request.

Gannett

Plaintiff requested reports that Gannett had pulled from the Google Console. Gannett has conducted a reasonable search to locate any such reports, and will produce no later than July 23 any reports that it found.

Plaintiff asked about the dashboard mentioned by Ms. Bamford in her deposition that provides information about operational metrics for the USA TODAY website. As I noted on our call, Ms. Bamford testified that the dashboards are not related to AdSense for Search; they are therefore not relevant to this case and will not be produced. (Bamford Transcript, 96:6-8.) In your email response last night, you acknowledge that Ms. Bamford testified that these dashboards are not related to AdSense for Search. Nonetheless, you assume that because Ms. Bamford stated that the dashboards relate to “online or digital advertising” that they must relate to AdSense for Search. This assumption is flawed, and Plaintiff’s continued demand for USA TODAY’s dashboards is without merit. The fact that Ms. Bamford said that these dashboards relate to “online or digital advertising” does not negate the fact that these dashboards are in no way related to AdSense for Search, as Ms. Bamford also testified. To be clear: none of the numbers in these dashboards relates to AdSense for Search; instead, the dashboards include total revenue, print revenue, digital revenue, circulation revenue, other revenue, unique visitors, page views, impressions, full time employees, and traffic. USA TODAY has provided complete revenue information for its use of AdSense for Search, and will not be producing these irrelevant dashboards.

Plaintiff is also seeking revenue information from other Gannett sites that use AdSense for Search. I informed you that Gannett is investigating the feasibility of providing this information. Again, last night you demanded a date certain for production by today. In response to the demand in your email, Gannett will produce a report regarding Gannett’s AdSense for Search revenue no later than July 23.

IAC Search & Media

In your email, you claim, citing to Mr. Cotter’s deposition testimony, that “IAC is now saying Mr. Cotter misrepresented whether IAC prints this information.” This mischaracterizes both my statement to you and Mr. Cotter’s testimony. Mr. Cotter testified as follows on issue of the Google Console:

Q. Okay. Do you know how far back the information goes?

A. I don't. I don't.

Q. Does there ever -- is there ever an instance where IAC will print out any of that information?

A. Sure.

Q. Is it -- is that typically what happens, or --

MS. O'BRIEN: Objection; vague.

THE WITNESS: I wouldn't say typical, no, but it happens.

BY MS. RUDENKO:

Q. Do you know around -- estimating how often it happens?

MS. O'BRIEN: Objection; calls for speculation.

THE WITNESS: It's really hard to answer, because you could access this for -- for so many things. But we access it daily, **but we don't print anything**. We generate other reports based on this information, generally.

Mr. Cotter specifically stated that it was not IAC's general practice to print reports from the Google Console. IAC has searched for such printouts but has been unable to locate any. At your request, IAC is looking into whether Mr. Cotter has emails with information collected from the Google Console. If Mr. Cotter does have such emails, IAC will produce them by July 27.

Plaintiff also requested financial reports compiled by Ask.com. I noted that we had investigated this issue, and that it would be unduly burdensome to produce these reports because, among other things, they are not maintained together in one file. I also noted that given that IAC has already produced revenue information specific to AdSense for Search, these reports would be cumulative. In response, you state that "these documents include metrics and information about IAC's use of AdSense for Search . . . are relevant to the issues in this litigation." This is insufficient. Plaintiff does not explain why these metrics and information are relevant or why Plaintiff cannot obtain this information through other, more convenient methods, such as the extensive financial information *already* produced by IAC relating to AdSense for Search. Under these circumstances, the additional burden cannot be justified.

Target

I stated that we were waiting for information from Target regarding Plaintiff's questions about the "Business Dashboard," and would get back to you as soon as feasible on this issue. In response to your email demand, Target will produce these documents today.

Fourth, we discussed Plaintiff's request for an additional 30(b)(6) deposition of Google related to Plaintiff's Amended Deposition Topic Nos. 8 and 9 (Damages) and 18 (Liability). In your July 16 email, you stated that with respect to Mr. Maccoun's deposition, I/P Engine seeks to take no more than 3 hours of deposition testimony related to the amended notices topics including Google's knowledge regarding the negotiation and evaluation of license agreements concerning search advertising technology. Google's response is as follows: Google would be willing to provide Mr. Maccoun for a shorter period of time, e.g. 1.5 hours, of deposition in response to Plaintiff's amended notices topics, even though Plaintiff has run out of time for its 30(b)(6) depositions of Google. However, in exchange for providing Mr. Maccoun for this additional time, Plaintiff must agree to withdraw its motion for additional depositions, and abide by the parties' agreement on deposition count.

In connection with this proposal, I noted that Plaintiff in your July 9 letter had identified only three agreements about which it was seeking additional information, the Hewlett Packard agreements, the Invenda Patent License Agreement, and the Carl Meyer agreements. To the extent that Plaintiff seeks to take additional deposition testimony regarding any other agreements

during the deposition of Mr. Maccoun, Plaintiff should identify those issues in advance of the deposition so that the witness is properly prepared to testify.

I further noted that with regard to Liability Topic No. 18, Google is willing to provide Mr. Maccoun to testify regarding the general area of the agreements produced in the case, including whether Google is practicing in that general area. To the extent Google has any knowledge regarding specific analyses of whether Google practices or intends to practice the specific patents at issue in those agreements, any such analyses would be privileged.

You agreed to discuss Google's proposal with your client and provide a response. In your email, you decline Google's proposal. Your counter-propose taking Mr. Maccoun's deposition for 2 hours, although you do not address any of the substantive aspects of Google's proposal as outlined above. You also refuse to agree to Google's request that Plaintiff withdraw its motion for additional depositions, and abide by the parties' agreement on deposition count, because these are "two wholly separate issues." On the contrary, the issue is and has always been one—Plaintiff's refusal to abide by the parties' agreement on depositions. Plaintiff agreed to seven hours of "Damages" 30(b)(6) and seven hours of "Liability" 30(b)(6), and now demands more. Plaintiff agreed to depose the individuals in the initial disclosures, and now wants different individuals. Is it Plaintiff's position that it can continue to ask for more and more time for Rule 30(b)(6) depositions regardless of the time limits agreed? In other words, is it Plaintiff's position that it need not follow this aspect of the parties' February agreement on depositions as well?

Fifth, we discussed the outstanding document production issues with regard to I/P Engine and Innovate/Protect. We discussed Innovate/Protect's production of documents related to the merger between Innovate/Protect and Vringo. Defendants had noted a number of issues related to this production in Ms. Ghaussy's letter of June 27, 2012. You stated that you had investigated this issue, and that Innovate/Protect was not in possession, custody or control of any other documents responsive to Defendants' requests.

Additionally, we discussed the concern that Defendants previously raised regarding the production of Mr. Lang. Given that Mr. Kosak produced relevant documents between himself and Mr. Lang that were not produced by Mr. Lang, Defendants expressed concern that other relevant documents in Mr. Lang's possession, custody or control may have been improperly withheld or maintained. You stated that an investigation had been conducted, you confirmed that you had found the copies of these emails in Lang's production and that they were inadvertently withheld from production, and you confirmed that there were no other documents being improperly withheld from production. Please also confirm that Mr. Lang's documents are being properly maintained and have been properly maintained throughout the pendency of this litigation.

I also noted that we still do not have Mr. Kosak's consulting agreements and reiterated our request for any such agreements. Given that Topic No. 22 of Defendants' Deposition Notice to I/P Engine relates to these agreements, we expect that any agreements between Mr. Kosak, I/P

Engine, Innovate/Protect, Hudson Bay and Dickstein Shapiro will be produced sufficiently in advance of the deposition. Please confirm.

Sixth, we discussed I/P Engine's response to Google's Interrogatory No. 13 and Google's Interrogatory No. 16. These issues are addressed in separate correspondence between the parties.

Sincerely,

/s/ Emily C. O'Brien

Emily C. O'Brien

cc: IPEngine@dicksteinshapiro.com
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