



Cir. 1996) (characterizing a fraudulent corporation created solely to evade bankruptcy rules and to commit mail and wire fraud as a “shell corporation”).

Yet, the truth is that, in this instance, five of the six corporations which Fish has attacked as “shell entities” are owned by a business lawyer, J. Beauregard Parker, who is a distinguished member of the New York and Florida Bars. His father was General Counsel of a Fortune 500 company; his mother is a prominent family attorney from New York that heads her own law firm. Another of the so-called “shell entities” is operated by a business woman-entrepreneur who was a business executive for numerous companies and has licensed and sold patents for millions of dollars. All corporate formalities were scrupulously observed for each of the third-party defendants.

Each of the third-party defendant companies was properly formed; each own significant patents. Some have already made millions in royalties. And as the saying goes about glass houses, to call them shell entities is demeaning, discourteous and unprofessional, especially when the people throwing the stones have frequently represented clients with unsavory backgrounds (see, Tucker, J.C., Trial and Error: The Education of a Courtroom Lawyer at 158-59, 199, 337 (2003)). Indeed, Fish itself has repeatedly become embroiled in conflicts of interest over attempts to represent clients who were adverse to other Fish clients – one of the key pieces of alleged “misbehavior” for which Fish has attacked Scott Harris. See, e.g., Teradyne, Inc. v. Hewlett-Packard Co., 1991 U.S. Dist. LEXIS 8363, \*14 (N.D. Ca. 1991) (disqualifying Fish from continuing to represent a client whose interests were adverse to those of another Fish client; noting that

disqualification was necessary to prevent “the stratagem of “withdraw[ing] from the less favored representation before a disqualification motion is filed in order to be able to enjoy the less restrictive former-client conduct rules.”); Smith & Nephew, Inc. v. Ethicon, Inc., 98 F.Supp.2d 106, 110 (D. Mass. 2000) (characterizing Fish’s argument against disqualification as “nonsensical”).

Indeed, notwithstanding Fish’s piously and frequently professed concern for “legal ethics” and its attacks on Scott Harris for his attempts to protect his own patents from infringement and his alleged “concealment” of his activities, Fish itself has not hesitated to resort to astonishingly deceptive conduct when it wanted to subvert professional standards prohibiting contact with parties known to be represented by counsel. Thus, for example, in Microsoft Corp. v. Alcatel Business Systems, 2007 U.S. Dist. LEXIS 93048 (D. Del. 2007), Fish (representing Microsoft) purchased an Alcatel communication system that was the subject of the patent infringement lawsuit Fish had brought against Microsoft. One of the technicians who installed the system, Mr. Lin, was an Alcatel employee – but he was nevertheless “directed to and, in fact, did provide training on the administration, use and configuration of the Alcatel System to two F&R lawyers; indeed, these lawyers engaged Mr. Lin in ongoing conversations where they questioned him about the administration, use and configuration of the Alcatel System.” Id. at \*2-\*3. The court held that Fish had violated Model Rule 4.2 by knowingly contacting a party who was represented by counsel and sanctioned it by prohibiting Fish from using its expert or the two lawyers who were involved in the litigation, as well as prohibiting Fish from making any use of

the wrongfully-obtained information. *Id.* at \*4-\*5. These escapades, in fact, are unpleasantly reminiscent of Fish's rifling through Scott Harris's e-mails without permission in this case and its subversion of the attorney-client relationship between Scott Harris and John Steele.

To show why pejorative labels like "shell entities" matter, we have taken below just two paragraphs from Fish's memorandum supporting its motion to dismiss, substituted "third-party defendants" for "shell entities," "serial infringers" for "Fish clients" and "the snooping, greedy law firm riddled with conflicts of interest" for "Fish" -- substitutions that have more factual basis, to judge by the Fish debacles cited above, than demeaning the third-party defendants here as "shell entities." The results highlight the amazing shift in impression that can be created with derogatory labels -- it's the magic of words. First, for the Fish version:

Mr. Harris and the shell entities have now filed an amended complaint. (Dkt. 162, "Am. Compl.") Mr. Harris alleges that he began commercially exploiting the disputed patents in April 2006 through one of the shell entities, Memory Control Enterprise ("MCE"). (*Id.* ¶ 7.) Mr. Harris now admits that, as part of his activities, he "identified various Fish clients" as litigation targets. (*Id.* ¶ 14).

On March 12, 2007, MCE and Mr. Harris in his personal capacity sued Dell, a Fish & Richardson client. (*Id.* ¶ 10.) "Based upon an inquiry from Dell," Fish & Richardson requested that Mr. Harris remove himself from the Dell litigation "and sell his interest in the patents to third parties." (*Id.* ¶ 11.) Mr. Harris agreed "to sell his entire patent portfolio as Fish demanded." (*Id.* ¶ 13). Mr. Harris alleges that he then sold the patents to MCE. (*Id.* ¶ 11). Mr. Harris now alleges that he had purchased MCE in December 2006. (*Id.* ¶ 9). Thus, Mr. Harris now admits that he only sold the patents to himself. (*Id.*).

(Fish & Richardson's Memorandum in Support of Its Motion to Dismiss Mr.

Harris's and the Shell Entities' Counterclaims, pp. 3-4; footnote omitted). Now for the revised version with "serial infringers" for "Fish clients":

Mr. Harris and the third-party defendants have now filed an amended complaint. (Dkt. 162, "Am. Compl.") Mr. Harris alleges that he began commercially exploiting the disputed patents in April 2006 through one of the third-party defendants, Memory Control Enterprise ("MCE"). (*Id.* ¶ 7.) Mr. Harris now admits that, as part of his activities, he "identified various serial infringers" as litigation targets. (*Id.* ¶ 14).

On March 12, 2007, MCE and Mr. Harris in his personal capacity sued [a serial infringer]. (*Id.* ¶ 10.) "Based upon an inquiry from [a serial infringer]," Fish & Richardson requested that Mr. Harris remove himself from the [serial infringer's] litigation "and sell his interest in the patents to third parties." (*Id.* ¶ 11.) Mr. Harris agreed "to sell his entire patent portfolio as Fish demanded." (*Id.* ¶ 13). Mr. Harris alleges that he then sold the patents to MCE. (*Id.* ¶ 11). Mr. Harris now alleges that he had purchased MCE in December 2006. (*Id.* ¶ 9). Thus, Mr. Harris now admits that he only sold the patents to himself. (*Id.*).

And now, this is what happens substituting "snooping, greedy law firm riddled with conflicts of interest" for "Fish"; it really gets outrageous:

Mr. Harris and the third-party defendants have now filed an amended complaint. (Dkt. 162, "Am. Compl.") Mr. Harris alleges that he began commercially exploiting the disputed patents in April 2006 through one of the third-party defendants, Memory Control Enterprise ("MCE"). (*Id.* ¶ 7.) Mr. Harris now admits that, as part of his activities, he "identified various [known] serial infringers" as litigation targets. (*Id.* ¶ 14).

On March 12, 2007, MCE and Mr. Harris in his personal capacity sued [a serial infringer]. (*Id.* ¶ 10.) "Based upon an inquiry from [a serial infringer]," the snooping, greedy law firm riddled with conflicts of interest requested that Mr. Harris remove himself from the [serial infringer] litigation "and sell his interest in the patents to third parties." (*Id.* ¶ 11.) Mr. Harris agreed "to sell his entire patent portfolio as the snooping, greedy law firm riddled with conflicts of interest [demanded]." (*Id.* ¶ 13). Mr. Harris alleges that he then sold the patents to MCE. (*Id.* ¶ 11). Mr. Harris now alleges that he had purchased MCE in December 2006. (*Id.* ¶ 9). Thus, Mr. Harris

now admits that he only sold the patents to himself. (*Id.*).

Although this litigation may be hotly contested, it should be prepared and tried professionally without name-calling. The deliberate use of demeaning terms like “shell entities,” instead of the actual names of the companies involved is improper. It is clearly intended to create an unfavorable impression about the third-party defendants that is utterly unsupported by any evidence whatever, thus, unfairly prejudicing the third-party defendants and Scott Harris. leadings which make such attempts should be stricken under Fed.R.Civ.P. 12(f). “Allegations may be stricken as scandalous if the matter bears no possible relation to the controversy or may cause the objecting party prejudice.” Talbot v. Robert Matthews Distributing Co., 961 F.2d 654, 664 (7th Cir. 1992). In Talbot, the Seventh Circuit held that it was proper to strike allegations that various defendants caused a salmonella outbreak because the allegations were “devoid of any factual basis” other than a rumor spread by a Jewel employee. Id. at 665. Importantly, the mere assertion in a prior pleading that the defendants caused a salmonella outbreak “does not establish a factual basis for the plaintiffs’ assertion that the defendants caused the contamination.” Id. All Fish offers in this case is just such an assertion in a series of pleadings – no evidence whatever. The prejudicial pleadings concerning “shell entities” should be stricken, with leave to re-file them without invective. Subpoenas on third parties with whom the third-party defendants do business (see an example attached as Exhibit A) should, likewise, be stricken, since they deliberately and intentionally place these parties in an unfavorable light.

The simple solution to all this is to stop it. Fish and its counsel should be directed to immediately stop using pejorative terms in reference to the third-party defendants it brought into this lawsuit, and all pleadings making such reference should be stricken.

Respectfully submitted,

/s/ Raymond P. Niro

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**CERTIFICATION OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing **MEMORANDUM IN SUPPORT OF ICR'S MOTION TO STRIKE OR, IN THE ALTERNATIVE, TO REQUIRE FISH TO RE-FILE ALL SUCH PLEADINGS WITHOUT REFERENCE TO PEJORATIVE TERMS** was electronically filed with the Clerk of Court using CM/ECF system, which will send notification by electronic mail to the following:

David J. Bradford - [dbradford@jenner.com](mailto:dbradford@jenner.com);;;

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Chicago, IL 60611

(312) 222-9350

**Counsel for Fish & Richardson, P.C.**

on June 2, 2008.

/s/ Raymond P. Niro \_\_\_\_\_

# **EXHIBIT A**

AO88 (Rev. 12/06) Subpoena in a Civil Case

**Issued by the  
UNITED STATES DISTRICT COURT**

Southern

DISTRICT OF

New York

Illinois Computer Research, LLC

**SUBPOENA IN A CIVIL CASE**

V.

Fish & Richardson P.C.

Case Number:<sup>1</sup> 07-C-5081 (N.D. Illinois)

TO: ALTITUDE CAPITAL PARTNERS  
485 Madison Avenue  
New York, NY 10022  
(Tel) 212-584-2184

YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
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YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

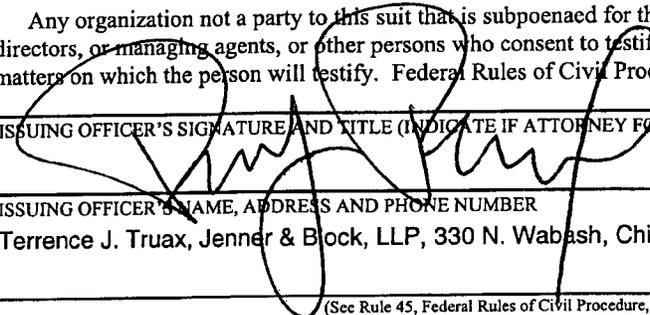
See attached rider.

PLACE Esquire Deposition Services One Penn Plaza, Suite 4715, New York, NY 10019	DATE AND TIME 6/19/2008 5:00 pm
--	------------------------------------

YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
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Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT) 	DATE 5/19/2008
--	-------------------

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER Terrence J. Truax, Jenner & Block, LLP, 330 N. Wabash, Chicago, IL 60611-7603, (312) 923-2738
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(See Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), on next page)

<sup>1</sup> If action is pending in district other than district of issuance, state district under case number.

AO88 (Rev. 12/06) Subpoena in a Civil Case

**PROOF OF SERVICE**

DATE	PLACE
SERVED	
SERVED ON (PRINT NAME)	MANNER OF SERVICE
SERVED BY (PRINT NAME)	TITLE

**DECLARATION OF SERVER**

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____	SIGNATURE OF SERVER _____
DATE	
	ADDRESS OF SERVER _____

Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), as amended on December 1, 2006:

**(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.**

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection, copying, testing, or sampling of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection, copying, testing, or sampling may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to producing any or all of the designated materials or inspection of the premises — or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect, copy, test, or sample the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production, inspection, copying, testing, or sampling. Such an order to compel shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection, copying, testing, or sampling commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

- (i) fails to allow reasonable time for compliance;
- (ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held;
- (iii) requires disclosure of privileged or other protected matter and no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) If a subpoena

- (i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or
- (iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject

to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

**(d) DUTIES IN RESPONDING TO SUBPOENA.**

(1) (A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena need not produce the information in a form or forms in which the person ordinarily maintains it or in a form or forms that are reasonably usable.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) (A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial-preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information is produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

(e) **CONTEMPT.** Failure of any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued. An adequate cause for failure to obey exists when a subpoena purports to require a nonparty to attend or produce at a place not within the limits provided by clause (ii) of subparagraph (c)(3)(A).

**Rider to Civil Subpoena**

**Documents Requested**

Subject to the Definitions and Instructions contained herein, please respond to the following requests for the production of documents:

1. All Documents relating to The Patents And The Patent Applications.
2. Documents sufficient to identify all The Patents And The Patent Applications in which you contend you have or had an ownership interest, financial interest, license, or any other right or interest.
3. All Documents relating to the purported ownership, sale, transfer, assignment, acquisition, licensing, prosecution, enforcement, use, review, or analysis of The Patents And The Patent Applications.
4. All Documents relating to meetings, conferences, or Communications with Mr. Harris, the Niro firm, James B. Parker, Courtney Sherrer, or the Shell Entities relating to The Patents And The Patent Applications.
5. All Documents relating to Communications between and among any of the Shell Entities, Mr. Harris, the Niro firm, James B. Parker, Courtney Sherrer, Acacia Technologies Group, Acacia Research Corporation, Altitude Capital Partners, or Intellectual Ventures, LLC relating to The Patents And The Patent Applications, Fish & Richardson, Fish & Richardson's clients, or this dispute.
6. All Documents relating to Communications with or efforts to identify any Person who purportedly infringed on The Patents And The Patent Applications and all Documents relating to efforts to identify those Persons.
7. All Documents relating to any Compensation you, Mr. Harris, or the Niro firm may receive or have received relating to The Patents And The Patent Applications.

8. All Documents relating to valuation of The Patents And The Patent Applications.
9. All agreements between you and the Niro firm.
10. All agreements between you and Mr. Harris.
11. All agreements between you and James B. Parker or Courtney Sherrer.
12. All agreements between you and any of the Shell Entities.

**Definitions and Instructions**

1. And/or. “And” as well as “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of these requests any information which might otherwise be construed to be outside their scope.

2. Claims of Privileges. With respect to any Document withheld on a claim of attorney-client privilege, the doctrine of work product immunity or any other statutory or common law privilege, provide a statement, signed by an attorney representing it, setting forth as to each such Document:

- a. the name(s) of the sender(s) of the Document;
- b. the name(s) of the author(s) of the Document;
- c. the name(s) of the Person(s) to whom copies were sent;
- d. the job title of every Person named in (a), (b) and (c) above;
- e. the date of the Document;
- f. the date on which the Document was received by each addressee copyee, or its recipient;
- g. a brief description of the nature and subject matter of the Document; and
- h. the statute, rule or decision which is claimed to give rise to the privilege or immunity.

All such Documents shall be numbered, held separately and retained intact pending a ruling by the Court on the validity of the claimed privilege.

3. “Communication” means any statement, admission, denial, inquiry, discussion, conversation, negotiation, agreement, contract, understanding, letter, note, telegram, telex, facsimile, advertisement, e-mail, Document, or any other form of written, verbal, electronic, or symbolic discourse.

4. “Compensation” means any thing of value or potential value, including money, salary, commissions, bonuses, benefits or a financial or ownership interest in any entity, invention, patent, patent application, or thing.

5. Continuing in Nature. These requests are continuing in nature and responses hereto shall be supplemented forthwith consistent with Fed. R. Civ. P. 26(e)(2).

6. “Document” means any written, graphic, recorded or illustrative material of any kind or description, however produced or reproduced, and regardless of whether approved, signed, sent, received, or executed, prepared by or for you, in your possession, custody, or control. The term “Document” includes, but is not limited to, all materials listed in Fed. R. Civ. P. 34(a), Communications, e-mail, and electronic files and records of any kind. “Document” also refers to any other data compilations from which information can be obtained, and translated, if necessary, through computers or other devices into reasonably usable form. “Document” includes all electronically stored information and should be interpreted with reference to the 2006 Amendments to Federal Rule of Civil Procedure 26.

7. “Fish & Richardson” means any one or more of Fish & Richardson P.C., its employees, agents and representatives.

8. “Including” means including, but not limited to; “includes” means includes, but is not limited to.

9. Lost or Destroyed Documents. If any Documents requested have been lost, discarded, or destroyed, identify such Documents as completely as possible, including:
- a. the name(s) of the author(s) of the Document;
  - b. the name(s) of the Person(s) to whom copies were sent;
  - c. the date of the Document;
  - d. the date on which the Document was received by each addressee, copyee, or its recipient;
  - e. a description of the nature and subject matter of the Document that is as complete as possible;
  - f. the date on which the Document was lost, discarded, or destroyed; and
  - g. the manner in which the Document was lost, discarded, or destroyed.
10. "Mr. Harris" means any one or more of Scott C. Harris, his employees, agents, and representatives.
11. "Mr. Niro" means any one or more of Raymond P. Niro, his employees, agents, and representatives.
12. "Niro firm" means any one or more of Niro, Scavone, Haller & Niro, its employees, agents and representatives.
13. "Person" means natural Persons, groups of natural Persons acting as individuals, groups of natural Persons acting in a collegial capacity (e.g., as a committee, task force or board of directors), whether formal or informal, corporations, partnerships, joint ventures, and any other incorporated or unincorporated business, governmental, social or other entity.
14. Predecessors and Successors. Reference to any specific Document, object, tangible thing or Person includes all predecessor and successor Documents, objects, tangible things or Persons which are substantially similar to the specific Document, object, tangible thing or Person identified in any request.

15. “Relating to” means concerning, containing, constituting, discussing, describing, identifying, referring to, connecting to, regarding, supporting, explaining, contradicting, or in any way pertaining to the subject specified.

16. Singular/Plural. All words or phrases shall be construed as either singular, plural, masculine, feminine, or neuter as necessary to bring within the scope of these requests any information and Documents which might otherwise be construed to be outside their scope.

17. “The Patents And The Patent Applications” means all U.S. or foreign patents, patent applications or patent rights that list Mr. Harris as an inventor, in which Mr. Harris has ever had a purported ownership interest, or that Mr. Harris secured, sought, filed or prosecuted on behalf of himself or on behalf of any entity created by him or in whom he had a financial interest. The Patent And The Patent Applications include, but are not limited to, U.S. Patent Nos. 6,222,458 B1; 6,336,136 B1; 6,473,031 B1; 6,552,512 B1; 6,580,372 B1; 6,604,047 B1; 6,664,896 B2; 6,666,377 B1; 6,693,663 B1; 6,700,534 B2; 6,704,791 B1; 6,738,318 B1; 6,738,643 B1; 6,765,492 B2; 6,892,136 B1; 6,952,719 B1; 7,069,315 B1; 7,079,652 B1; 7,096,187 B1; 7,111,252 B1; 7,134,016 B1; 7,154,819 B2; 7,194,624 B1; 7,202,798 B2; 7,231,050 B1; 7,260,421 B2; 7,263,494 B1 and 7,283,672; and U.S. Patent Applications Nos. 11/930,506, 11/873,817, 11/860,537, 11/842,062, 11/841,998, 11/841,944, 11/841,875, 11/841,781, 11/841,767, 11/841,667, 11/838,826, 11/838,821, 11/834,577, 11/834,324, 11/832,371, 11/832,360, 11/778,068, 11/778,066, 11/778,065, 11/778,016, 11/775,868, 11/775,867, 11/775,863, 11/775,861, 11/775,858, 11/775,713, 11/775,705, 11/774,516, 11/746,544, 11/738,737, 11/697,407, 11/696,557, 11/688,801, 11/684,652, 11/684,651, 11/683,978, 11/683,417, 11/682,307, 11/677,739, 11/672,163, 11/609,396, 11/608,367, 11/565,475, 11/537,407, 11/423,214, 11/381,800, 11/379,039, 11/371,062, 11/277,322,

11/277,097, 11/260,022, 11/146,491, 11/126,493, 11/126,492, 11/115,843, 11/115,842,  
11/115,809, 11/033,012, 10/890,721, 10/835,111, 10/800,472, 10/754,121, 10/754,120,  
10/714,097, 10/714,096, 10/714,063, 10/455,854, 10/365,745, 10/065,327, 10/065,120,  
10/064,439, 09/780,248, 09/690,074, 09/690,002, 09/683,600, 09/683,599, 09/682,853,  
09/669,959, 09/669,805, 09/577,449, 09/569,816, 09/387,823.

18. “The Shell Entities” means Illinois Computer Research, LLC, Memory Control Enterprise, LLC, BarTex Research, LLC, Innovative Biometric Technology, LLC, Innovative Patented Technology, LLC, Parker Innovative Technologies, LLC, Virginia Innovative Technology, LLC, SCH Holdings, Inc., 2K Holdings, and any entity to whom Mr. Harris purported to transfer or assign rights in The Patents And The Patent Applications.

19. “You” and “your” means any one or more of Altitude Capital Partners, its employees, agents, and representatives.