EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

TELCORDIA TECHNOLOGIES, INC., Plaintiff/Counterclaim Defendant, v. LUCENT TECHNOLOGIES, INC., Defendant/Counterclaim Plaintiff.	C.A. No. 04-875-GMS REDACTED PUBLIC VERSION
TELCORDIA TECHNOLOGIES, INC., Plaintiff/Counterclaim Defendant, v. CISCO SYSTEMS, INC., Defendant/Counterclaim Plaintiff.	C.A. No. 04-876-GMS

EXHIBIT A: UNDISPUTED FACTS

1. Plaintiff Telcordia Technologies Inc. ("Telcordia") is a Delaware Corporation with its principal place of business in Piscataway, New Jersey. Before 1997, Telcordia was called Bell Communications Research, Inc., or "Bellcore."

2. Cisco Systems, Inc. ("Cisco") is a corporation organized and existing under the laws of the state of California, with its principal place of business in San Jose, California.

3. Lucent Technologies Inc. ("Lucent") is a corporation organized and existing under the laws of the state of Delaware, with its principal place of business in Murray Hill, New Jersey.

4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338, and venue is proper pursuant to 28 U.S.C. §§ 1391 and 1400.

5. On July 17, 2004, Telcordia filed a complaint against Cisco alleging infringement of U.S. Patent No. 4,893,306 and U.S. Patent No. Re. 36,633.

6. On June 14, 2005, Telcordia amended its complaint against Cisco to allege infringement of U.S. Patent No. 4,835,763.

7. On July 17, 2004, Telcordia filed a complaint against Lucent alleging infringement of U.S. Patent No. 4,893,306.

8. On June 14, 2005, Telcordia amended its complaint against Lucent to allege infringement of U.S. Patent No. 4,835,763 and U.S. Patent No. Re. 36,633.

9. The application for U.S. Patent No. 4,893,306 was filed on November 10, 1987.

10. U.S. Patent No. 4,893,306 issued on January 9, 1990.

11. Hung-Hsiang Chao, Sang H. Lee, and Liang T. Wu are the persons named as the inventors on the face of the '306 patent.

12. All of the inventors named on U.S. Patent No. 4,893,306 ("the '306 patent"), entitled "Method and Apparatus for Multiplexing Circuit and Packet Traffic," assigned any rights they have in the '306 patent to Bell Communications Research, Inc. Telcordia currently holds any such rights.

13. Cisco became aware of the existence of the '306 patent on or around the date when it received a letter from Telcordia dated March 14, 1994.

14. The application for U.S. Patent No. 4,835,763 was filed on February 4, 1988.

15. U.S. Patent No. 4,835,763 issued on May 30, 1989.

16. At some point after May 30, 1989, Cisco imported, offered for sale, and/or sold in the United States some of its ONS 15310, 15305, 15327, 15454, and 15600 series products.

17. At some point after May 30, 1989, Lucent imported, offered for sale, and/or sold in the United States some of its DMX Access Multiplexer, DMXtend Access Multiplexer, DMXplore Access Multiplexer, and DMXpress Access Multiplexers.

18. Chi-Leung Lau, the inventor named on U.S. Patent No. 4,835,763 ("the '763 patent"), entitled "Survivable Ring Network," assigned any rights he has in the '763 patent to Bell Communications Research, Inc. Telcordia currently holds any such rights.

19. Cisco became aware of the existence of the '763 patent when it received a letter from Telcordia dated September 7, 2001.

20. The application for U.S. Patent No. 5,260,978 was filed on October 30, 1992.

21. U.S. Patent No. 5,260,978 issued on November 9, 1993.

22. The application for U.S. Patent No. Re. 36,633 was filed on November 8, 1995.

23. U.S. Patent No. Re. 36,633, which is a reissue of U.S. Patent No. 5,260,978, issued on March 28, 2000.

24. At some point after March 28, 2000, Cisco imported, offered for sale, and/or sold in the United States some of its MGX 8200 and 8800 series products, LightStream 1010 series products, Catalyst 8510 and 8540 series products, IGX 8400 series products, IP Transfer Point products, 7200 series routers, and 3600 series routers.

25. At some point after March 28, 2000, Lucent imported, offered for sale, and/or sold in the United States some of its CBX-500, CBX-3500, GX-550, and PSAX 1000, 1250, 2300, and 4500 products.

26. Each of the inventors named on U.S. Patent No. Re. 36,633 ("the '633 patent"), entitled "Synchronous Residual Time Stamp for Timing Recovery in a Broadband Network," assigned any rights they have in the '633 patent to Bell Communications Research, Inc. Telcordia currently holds any such rights.

27. Cisco became aware of the existence of the '978 patent on or around the date when it received a letter from Telcordia dated March 14, 1994.

28. Cisco became aware of the existence of the '633 patent when it received a letter from Telcordia dated September 7, 2001.

29. Telcordia asserts only claims 11 and 33 of U.S. Patent No. Re. 36,633 against Cisco.

30. Telcordia asserts only claims 11 and 33 of the U.S. Patent No. Re. 36,633 against Lucent.

31. Telcordia does not assert any claims originally issued as part of U.S. Patent No. 5,260,978 against Cisco or Lucent.

32. Telcordia does not assert that Lucent willfully infringed U.S. Patent No. 4,835,763.

33. "Dynamic TDM – A Packet Approach to Broadband Networking" by L.T. Wu, S.H. Lee, and T.T. Lee was not cited during the prosecution of U.S. Patent No. 4,893,306.

34. Prior to issuance of U.S. Patent No. 4,893,306, one or more of the named inventors were aware of "Dynamic TDM – A Packet Approach to Broadband Networking" by L.T. Wu, S.H. Lee, and T.T. Lee prior to the issuance of U.S. Patent No. 4,893,306.

35. "A Protocol and Prototype for Broadband and Subscriber Access to ISDNs" by M. Wm. Beckner, T.T. Lee, and S.E. Minzer was not cited during the prosecution of U.S. Patent No. 4,893,306.

36. Prior to the issuance of U.S. Patent No. 4,893,306, named inventor Hung-Hsiang Chao was aware of "A Protocol and Prototype for Broadband and Subscriber Access to ISDNs" by M. Wm. Beckner, T.T. Lee, and S.E. Minzer.

37. "Description of Fasnet – A Unidirectional Local-Area Communications Network" by J. Limb and C. Flores was not cited during the prosecution of U.S. Patent No. 4,893,306.

38. Prior to the issuance of U.S. Patent No. 4,893,306, named inventor Hung-Hsiang Chao was aware of "Description of Fasnet – A Unidirectional Local-Area Communications Network" by J. Limb and C. Flores.

39. "Fiber Optic Regional Area Networks" by John Prisco and Robert Hoss was not cited during the prosecution of U.S. Patent No. 4,835,763.

40. Prior to the issuance of U.S. Patent No. 4,835,763, named inventor Chi-Leung Lau ("Richard Lau") was aware of "Fiber Optic Regional Area Networks" by John Prisco and Robert Hoss.

41. The facsimile from B. Kittams to P. Adam dated September 4, 1991 was not cited during the prosecution of U.S. Patent No. 5,260,978 or U.S. Patent No. Re. 36,633.

42. Prior to the issuance of U.S. Patent No. Re. 5,260,978 and U.S. Patent No. Re. 36,633, named inventor Chi-Leung Lau ("Richard Lau") was aware of the facsimile from B. Kittams to P. Adam dated September 4, 1991.

43. The facsimile from R. Lau and B. Kittams to T. Houdoin and J.Y. Cochennec dated October 16, 1991 was not cited during the prosecution of U.S. Patent No. 5,260,978 or U.S. Patent No. Re. 36,633.

44. Prior to the issuance of U.S. Patent No. 5,260,978 and U.S. Patent No. 36,633, named inventor Chi-Leung Lau ("Richard Lau") was aware of the facsimile from R. Lau and B. Kittams to T. Houdoin and J.Y. Cochennec dated October 16, 1991.

45. Document Nos. 2-12, 14, 16, 17, 20, and 21 on the Information Disclosure Statement dated February 8, 1996 submitted to the U.S. Patent and Trademark Office during the prosecution of U.S. Patent No. Re. 36,633 were not disclosed to the U.S. Patent and Trademark Office during the prosecution of U.S. Patent No. 5,260,978.

46. Prior to the issuance of U.S. Patent No. 5,260,978, named inventor Chi-Leung Lau ("Richard Lau") was aware of the memorandum dated August 26, 1991 from P. Adam of CNET.

47. Prior to issuance of U.S. Patent No. 5,260,978 patent, named inventor Chi-Leung Lau ("Richard Lau") was aware of the "Memorandum dated 10/11/91 from R. Lau and B. Kittams of Bellcore to T. Houdoin of CNET re A Compromise of SFET and TS."

48. Prior to issuance of U.S. Patent No. 5,260,978, named inventor Chi-Leung Lau ("Richard Lau") was aware of the "Memorandum dated 10/14/91 from T. Houdoin of CNET to R. Lau and B. Kittams of Bellcore re Compromise SFET/TS."

49. Prior to issuance of U.S. Patent No. 5,260,978, named inventor Chi-Leung Lau ("Richard Lau") was aware of the "Undated Memorandum from T. Houdoin of CNET to R. Lau and B. Kittams of Bellcore re Compromise SFET/TS."

50. "Description of Fasnet – A Unidirectional Local-Area Communications Network" by J. Limb and C. Flores was published in September 1982.

51. "A Packet/Circuit Switch" by Z. Budrikis and A. Netravali was published in October 1984.

52. "Design of Integrated Services Packet Network by Jonathan Turner was published in November 1986.

53. European application 85106702.5, which issued as European Patent 0 179 979 B1, was published on May 7, 1986.

54. "A 140 Mbit/s CMOS LSI Framer Chip for a Broad-Band ISDN Local Access System" by Hung-Hsiang Chao ("Jonathan Chao") et al. was published in February 1988.

55. "Fiber Optic Regional Area Networks" by John Prisco and Robert Hoss was published in November 1985.

56. Synchronous DS3 Add-Drop Multiplex (ADM3/X) Requirements and Objectives, Technical Advisory TA-TSY-000010, Issue 1 was published in August 1984.

57. Asynchronous Digital Multiplexes Requirements and Objectives, Technical Reference TR-TSY-000009, Issue 1 was published in May 1986.

58. Alarm Indication Signal Requirements and Objectives, Technical Reference TR-TSY-000191, Issue 1 was published in May 1986.

59. "TDM Ring: A DS1 Transport System for Local Networks" by Richard Jones and George Cagle was presented and/or published in 1984.

60. "Asynchronous High Speed Digital Multiplexing" by Benoit Fleury was published in August 1986.

61. U.S. Patent No. Re. 36,633 is not essential to practicing the ITU-T I.363.1 standard, "B-ISDN ATM Adaptation Layer specification: Type 1 AAL."

62. U.S. Patent No. Re. 36,633 is not essential to practicing the ATM Forum standard af-vtoa-0078.000, "Circuit Emulation Service Interoperability Specification."

63. U.S. Patent No. Re. 36,633 is not essential to practicing the ANSI T1.630 standard, "Broadband ISDN – ATM Adaptation Layer for Constant Bit Rate Services Functionality and Specification."

64. The letter from Stanley Rosen to John Morgridge, who was the president of Cisco at the time, dated June 16, 1994 identifies U.S. Patent Nos. 4,893,306 and 5,260,978.

65. The letter from Stanley Rosen to John Morgridge dated June 16, 1994 does not identify any trade names or model numbers of any Cisco products.

66. The letter from Joseph Giordano to Daniel Scheinman dated September 7, 2001 does not identify U.S. Patent No. 4,893,306.

67. Bellcore, which became Telcordia in 1999, granted to AT&T a license that includes rights to use and have made products covered by U.S. Patent No. 4,835,763, U.S. Patent No. 5,260,978, and U.S. Patent No. Re. 36,633.

68. Bellcore, which became Telcordia in 1999, granted to the Regional Bell Operating Companies ("RBOCs") a license that includes rights to use and have made products covered by U.S. Patent No. 4,835,763, U.S. Patent No. 5,260,978, and U.S. Patent No. Re. 36,633.

69. The RBOCs include the following companies as they existed on November 14, 1997: Ameritech Corporation, Southwestern Bell Telephone Company, Pacific Bell, U.S. West Communications, Inc., Bellsouth Telecommunications, Inc., and Bell Atlantic Science & Technology, Inc.

70. Telcordia does not seek damages for Cisco's sales to AT&T based on the fact that AT&T has a "have made" license under U.S. Patent No. 4,835,763 and U.S. Patent No. Re. 36,633.

71. Telcordia does not seek damages for Lucent's sales to AT&T based on the fact that AT&T has a "have made" license under U.S. Patent No. 4,835,763 and U.S. Patent No. Re. 36,633.

72. Telcordia does not seek damages for Cisco's sales to the Regional Bell Operating Companies based on the fact that the RBOCs have "have made" licenses under U.S. Patent No. 4,835,763 and U.S. Patent No. Re. 36,633.

73. Telcordia does not seek damages for Lucent's sales to the Regional Bell Operating Companies based on the fact that the RBOCs have "have made" licenses under U.S. Patent No. 4,835,763 and U.S. Patent No. Re. 36,633.

74.

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76. **REDACTED**

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78. **REDACTED**

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81. **REDACTED**

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83.

REDACTED

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85.

EXHIBIT B1

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

TELCORDIA TECHNOLOGIES, INC., Plaintiff/Counterclaim Defendant, v. LUCENT TECHNOLOGIES INC., Defendant/Counterclaim Plaintiff.	)	Civil Action No. 04-875-GMS

TELCORDIA TECHNOLOGIES, INC., Plaintiff/Counterclaim Defendant, v. CISCO SYSTEMS, INC., Defendant/Counterclaim Plaintiff.	)	Civil Action No. 04-876-GMS

EXHIBIT B1:

AGREED STATEMENT OF CONTESTED ISSUES OF FACT AND LAW

I. Telcordia's Claim of Infringement

A. Cisco

1. Whether Cisco induced infringement of claims 1, 2, 7, or 8 of the '763 patent.

2. Whether Cisco contributorily infringed claims 1, 2, 7, or 8 of the '763 patent.

3. Whether Cisco induced infringement of claims 11 or 33 of the ’633 patent.

4. Whether Cisco contributorily infringed claims 11 or 33 of the ’633 patent.

B. Lucent

5. Whether Lucent induced infringement of claims 1, 2, 7, or 8 of the ’763 patent.

6. Whether Lucent contributorily infringed claims 1, 2, 7, or 8 of the ’763 patent.

7. Whether Lucent induced infringement of claims 11 or 33 of the ’633 patent.

8. Whether Lucent contributorily infringed claims 11 or 33 of the ’633 patent.

II. Telcordia’s Claim of Notice

9. Whether Telcordia provided Cisco or Lucent with constructive notice of the ’633 patent by satisfying the marking requirement of 35 U.S.C. § 287(a).

10. Whether Telcordia provided Cisco or Lucent with constructive notice of the ’763 patent by satisfying the marking requirement of 35 U.S.C. § 287(a).

11. The identity of licensees of the ’633 patent or ’763 patent who were required to mark patented products in order to satisfy the marking requirements of 35 U.S.C. § 287(a) and whether Telcordia took steps to ensure that these licensees marked licensed products with the patent number.

12. Whether Telcordia can recover any damages from Cisco for activities occurring prior to September 7, 2001.

13. Whether Telcordia can recover any damages from Lucent for activities occurring prior to June 14, 2005.

III. Telcordia’s Claim of Willful Infringement

14. Whether Cisco willfully infringed the ’763 patent.

15. Whether Cisco willfully infringed the ’633 patent.

16. Whether Lucent willfully infringed the ’633 patent.

IV. Defendants' Claim of Invalidity

A. The '306 Patent[1]

1. Conception and Reduction to Practice

17. The conception date of each of claims 1, 3, and 4 of the '306 patent and whether such date(s) are corroborated.

18. Whether the named inventors of the '306 patent were diligent in reducing the inventions of claims 1, 3, and 4 of the '306 patent to practice and whether such diligence was corroborated.

2. Obviousness

19. What is the scope and content of the prior art.

20. What was the level of ordinary skill in the art related to the subject matter of claims 1, 3, and 4 of the '306 patent at the time of the invention.

21. Whether at the time of the invention a person of ordinary skill in the art would have been motivated to combine FasNet with Turner, the '041 patent, Luderer, or the Baran EP Patent.

22. Whether at the time of the invention a person of ordinary skill in the art would have been motivated to combine Budrikis with Turner, the '041 patent, Luderer, or the Baran EP Patent.

3. Best Mode

23. Whether claims 1, 3, or 4 of the '306 patent are invalid for failure to comply with the best mode requirement.

[1] As to all '306 validity and enforceability issues raised in this exhibit (Exhibit B1), Telcordia incorporates its "mootness of '306 validity and enforceability position." *See* Telcordia's Statement of Contested Issues of Fact and Law (Exhibit B2) at Section IX.

24. Whether named inventor Hung-Hsiang Chao had a best mode of practicing the claimed invention at the time the ’306 patent was filed.

25. Whether the specification adequately discloses what named inventor Hung-Hsiang Chao contemplated as the best mode so that those having ordinary skill in the art could practice it.

B. The ’763 patent

1. Obviousness

26. What is the scope and content of the prior art.

27. What was the level of ordinary skill in the art related to the subject matter of claims 1, 2, 7, and 8 of the ’763 patent at the time of the invention.

28. Whether at the time of the invention a person of ordinary skill in the art would have been motivated to combine Prisco & Hoss with TR-TSY-000010, TA-TSY-000009, TR-TSY-000191, the Northern Telecom FD-565, the Hashizume patent, Ester, the Jones patent, the Cagle patent, or Jones & Cagle.

29. Whether at the time of the invention a person of ordinary skill in the art would have been motivated to combine the Hashizume patent with TR-TSY-000010, TA-TSY-000009, TR-TSY-000191, the Northern Telecom FD-565, Prisco & Hoss, Ester, the Jones patent, the Cagle patent, or Jones & Cagle.

30. Whether at the time of the invention a person of ordinary skill in the art would have been motivated to combine Ester with TR-TSY-000010, TA-TSY-000009, TR-TSY-000191, the Northern Telecom FD-565, Prisco & Hoss, the Hashizume patent, the Jones patent, the Cagle patent, or Jones & Cagle.

2. Best Mode

31. Whether claims 1, 2, 7, or 8 of the ’763 patent are invalid for failure to comply with the best mode requirement.

32. Whether named inventor Chi-Leung Lau had a best mode of practicing the claimed invention at the time the ’763 patent was filed.

33. Whether the specification adequately discloses what named inventor Chi-Leung Lau contemplated as the best mode so that those having ordinary skill in the art could practice it.

3. Indefiniteness

34. Whether one of ordinary skill in the art would understand the ’763 patent to disclose adequate structure corresponding to the term “monitoring means” in claims 1, 2, 7, or 8.

C. The ’633 Patent

1. Conception and Reduction to Practice

35. The conception date of claims 11 and 33 of the ’633 patent and whether such date(s) are corroborated.

36. Whether the named inventors of the ’633 patent were diligent in reducing the inventions of claims 11 and 33 of the ’633 patent to practice and whether such diligence was corroborated.

2. Obviousness

37. What is the scope and content of the prior art.

38. What was the level of ordinary skill in the art related to the subject matter of claims 11 and 33 of the ’633 patent at the time of the invention.

39. Differences between the Gonzales article and claims 11 and 33 of the ’633 patent.

40. Differences between the Draft AAL1 Recommendation and claims 11 and 33 of the ’633 patent.

3. Inventorship

41. Whether claims 11 and 33 of the ’633 patent are invalid for failure to name Pierre Adam, Thierry Houdoin, and/or Jean-Yves Cochennec as an inventor.

4. Derivation

42. Whether the subject matter claimed in the ’633 patent was derived from someone other than the named inventors of the ’633 patent, including Pierre Adam, Thierry Houdoin, and/or Jean-Yves Cochennec of France Telecom.

43. What are the differences between any information France Telecom (e.g., Pierre Adam, Thierry Houdoin, and/or Jean-Yves Cochennec) provided to the named inventors and claims 11 and 33 of the ’633 patent.

V. Defendants’ Defense of Inequitable Conduct

A. Inequitable Conduct

1. ’306 Patent

44. Whether one or more of the individuals involved in a substantial way with the prosecution of the ’306 patent withheld Wu-Lee-Lee from the PTO with intent to deceive the patent examiner.

45. Whether one or more of the individuals involved in a substantial way with the prosecution of the ’306 patent withheld Beckner-Lee-Minzer from the PTO with intent to deceive the patent examiner.

46. Whether one or more of the individuals involved in a substantial way with the prosecution of the ’306 patent withheld FasNet from the PTO with intent to deceive the patent examiner.

B. The ’763 patent

47. Whether one or more of the individuals involved in a substantial way with the prosecution of the ’763 patent withheld Prisco & Hoss from the PTO with intent to deceive the patent examiner.

C. The ’633 patent

48. Whether one or more of the individuals involved in a substantial way with the prosecution of the ’978 patent withheld any of the 1991 communications between Telcordia and France Telecom from the PTO with intent to deceive the patent examiner.

49. Whether one or more of the individuals involved in a substantial way with the prosecution of the ’633 patent withheld the facsimile from B. Kittams to P. Adam dated September 4, 1991 from the PTO with intent to deceive the patent examiner.

50. Whether one or more of the individuals involved in a substantial way with the prosecution of the ’633 patent withheld the facsimile from R. Lau and B. Kittams to T. Houdoin and J.Y. Cochennec dated October 16, 1991 from the PTO with intent to deceive the patent examiner.

51. Whether one or more of the individuals involved in a substantial way with the prosecution of the ’978 or the ’633 patent misrepresented the Gonzales article to the PTO with intent to deceive the PTO.

VI. Defendants' Equitable Defenses

A. Laches

1. Cisco

52. Whether Telcordia delayed in filing its complaint and/or its amended complaint against Cisco.

2. Lucent

53. Whether Telcordia delayed in filing its complaint and/or its amended complaint against Lucent.[2]

B. Cisco's Defense of Equitable Intervening Rights

54. Whether Cisco is entitled to equitable intervening rights.

55. Whether Cisco substantially invested in designing and developing its DCU ASIC and/or SLFP FPGA before the '633 patent issued.

56. Whether Cisco has made profits on its DCU ASIC and/or SLFP FPGA sufficient to cover its investment.

C. Cisco's Defense of Unclean Hands

57. Whether Telcordia has acted with unclean hands so as to deny Telcordia the relief it seeks.

VII. ATTORNEYS' FEES AND COSTS

58. Whether this is an exceptional case pursuant to 35 U.S.C. § 285.

59. Whether attorneys fees, expenses, and/or costs are due to Plaintiff or Defendants, and the amount.

[2] Lucent is not asserting a defense of laches for the '633 patent.

EXHIBIT B2

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

TELCORDIA TECHNOLOGIES, INC., Plaintiff/Counterclaim Defendant, v. LUCENT TECHNOLOGIES INC., Defendant/Counterclaim Plaintiff.	)	Civil Action No. 04-875-GMS

TELCORDIA TECHNOLOGIES, INC., Plaintiff/Counterclaim Defendant, v. CISCO SYSTEMS, INC., Defendant/Counterclaim Plaintiff.	)	Civil Action No. 04-876-GMS

EXHIBIT B2: PLAINTIFF TELCORDIA'S
STATEMENT OF CONTESTED ISSUES OF FACT AND LAW

The following is plaintiff Telcordia's Statement of Contested Issues of Fact and Law as of March 2, 2007. Telcordia reserves the right to submit revisions to this statement after meeting and conferring with defendants Cisco Systems, Inc. ("Cisco") and Lucent Technologies, Inc. ("Lucent") on outstanding trial management issues, and after receiving the Court's rulings on the parties' respective motions *in limine*.

I. CONTESTED ISSUES OF FACT ON INFRINGEMENT

A. Cisco

1. Whether Cisco literally infringes claims 1, 2, 7, or 8 of the '763 patent by importing, using, offering for sale, selling, or making in the United States products that use Richard Lau's path protection switching invention, including Cisco's ONS 15310, 15305, 15327, 15454, 15455, and 15600 series products. If no literal infringement of such claims is found, then does Cisco infringe under the doctrine of equivalents?
2. Whether Cisco induced infringement of claims 1, 2, 7, or 8 of the '763 patent by providing aid, encouragement, or instructions to its customers or others to use Cisco's ONS 15310, 15305, 15327, 15454, 15455, or 15600 series products in an infringing manner with the intent that its customers or others infringe Telcordia's '763 patent?
3. Whether Cisco engaged in contributory infringement by selling, offering for sale, or importing components that are a material part of the invention of Telcordia's '763 patent with knowledge that the components are especially made or especially adapted for use in infringement of Telcordia's '763 patent?
4. Whether Cisco's ONS 15310, 15305, 15327, 15454, 15455, and 15600 series products practice GR-1400.
5. Whether Cisco literally infringes claims 11 or 33 of the '633 patent by importing, using, offering for sale, selling, or making in the United States products that use the Fleisher and Lau SRTS invention, including Cisco's MGX 8200 and 8800 series products, Cisco's LightStream 1010 series products, Cisco's Catalyst 8510 and 8540 series products, Cisco's IGX 8400 series products, Cisco's IP Transfer

Point products, Cisco's 7200 series routers, and Cisco's 3600 series routers. If no literal infringement of such claims is found, then does Cisco infringe under the doctrine of equivalents?

6. Whether Cisco induced infringement of claims 11 or 33 of the '633 patent by providing aid, encouragement, or instructions to its customers or others to use Cisco's MGX 8200 and 8800 series products, Cisco's LightStream 1010 series products, Cisco's Catalyst 8510 and 8540 series products, Cisco's IGX 8400 series products, Cisco's IP Transfer Point products, Cisco's 7200 series routers, or Cisco's 3600 series routers in an infringing manner with the intent that its customers or others infringe Telcordia's '633 patent?
7. Whether Cisco engaged in contributory infringement by selling, offering for sale, or importing components that are a material part of the invention of Telcordia's '633 patent with knowledge that the components are especially made or especially adapted for use in infringement of Telcordia's '633 patent?
8. Whether Cisco's MGX 8200 and 8800 series products, Cisco's LightStream 1010 series products, Cisco's Catalyst 8510 and 8540 series products, Cisco's IGX 8400 series products, Cisco's IP Transfer Point products, Cisco's 7200 series routers, or Cisco's 3600 series routers practice the SRTS technology disclosed in ANSI T1.630, ITU I.363.1, and/or ATM Forum af-vtoa-0078.000?

B. Lucent

9. Whether Lucent literally infringes claims 1, 2, 7, or 8 of the '763 patent by importing, using, offering for sale, selling, or making in the United States products that use Richard Lau's path protection switching invention, including Lucent's DMX Access Multiplexer, DMXtend Access Multiplexer, DMXplore

Access Multiplexer, and DMXpress Access Multiplexer. If no literal infringement of such claims is found, then does Lucent infringe under the doctrine of equivalents?

10. Whether Lucent induced infringement of claims 1, 2, 7, or 8 of the '763 patent by providing aid, encouragement, or instructions to its customers or others to use Lucent's DMX Access Multiplexer, DMXtend Access Multiplexer, DMXplore Access Multiplexer, or DMXpress Access Multiplexer in an infringing manner with the intent that its customers or others infringe Telcordia's '763 patent?
11. Whether Lucent engaged in contributory infringement by selling, offering for sale, or importing components that are a material part of the invention of Telcordia's '763 patent with knowledge that the components are especially made or especially adapted for use in infringement of Telcordia's '763 patent?
12. Whether Lucent's DMX Access Multiplexer, DMXtend Access Multiplexer, DMXplore Access Multiplexer, and DMXpress Access Multiplexer products practice GR-1400?
13. Whether Lucent literally infringes claims 11 or 33 of the '633 patent by importing, using, offering for sale, selling, or making in the United States products that use the Fleisher and Lau SRTS invention, including Lucent's CBX-500, CBX-3500, GX-550, and PSAX 1000, 1250, 2300, and 4500 products. If no literal infringement of such claims is found, then does Lucent infringe under the doctrine of equivalents?
14. Whether Lucent induced infringement of claims 11 or 33 of the '633 patent by providing aid, encouragement, or instructions to its customers or others to use

Lucent's CBX-500, CBX-3500, GX-550, and PSAX 1000, 1250, 2300, or 4500 products in an infringing manner with the intent that its customers or others infringe Telcordia's '633 patent?

15. Whether Lucent engaged in contributory infringement by selling, offering for sale, or importing components that are a material part of the invention of Telcordia's '633 patent with knowledge that the components are especially made or especially adapted for use in infringement of Telcordia's '633 patent?

16. Whether Lucent's CBX-500, CBX-3500, GX-550, and PSAX 1000, 1250, 2300, or 4500 products practice the SRTS technology disclosed in ANSI T1.630, ITU I.363.1, and/or ATM Forum af-vtoa-0078.000?

II. CONTESTED ISSUES OF LAW ON INFRINGEMENT

17. Whether the defendants must apply the Court's claim constructions for purposes of infringement in a manner consistent with the defendants' application of the Court's claim constructions for purposes of validity?

III. CONTESTED ISSUES OF FACT AND LAW ON DAMAGES AND WILLFUL INFRINGEMENT

18. To what extent are (were) Telcordia's patents licensed, and what are (were) the terms of those licenses?

A. Cisco

19. What monetary damages will compensate Telcordia for Cisco's infringement of the '763 and '633 patents?[1]

[1] Telcordia has asked Cisco to update its production of sales data to provide current worldwide sales data for all products in suit. Telcordia will present the fact finder with sales data and damages calculations based upon the updated and current sales information (if it is produced in a

(continued on next page)

20. Was Cisco's infringement of the '763 and '633 patents willful? In particular, did Cisco fail to exercise due care to avoid infringing after Cisco acquired knowledge of the '763 and '633 patents?

21. If willful infringement is found, should the damages for which Cisco is liable be trebled or increased in such other amount pursuant to 35 U.S.C. § 284 as the Court deems proper for Cisco's willful infringement?

22. If willful infringement is found, is the case exceptional under 35 U.S.C. § 285, entitling Telcordia to recover attorneys' fees, expenses, and costs due to the willful nature of Cisco's infringement?

23. Is the case exceptional under 35 U.S.C. § 285 for any other reason, entitling Telcordia to recover attorneys' fees, expenses, and costs?

B. Lucent

24. What monetary damages will compensate Telcordia for Lucent's infringement of the '763 and '633 patents?[2]

25. Was Lucent's infringement of the '633 patent willful? In particular, did Lucent fail to exercise due care to avoid infringing after Lucent acquired knowledge of the '633 patent?

26. When did Lucent acquire knowledge of the '633 patent?

(continued from previous page)
timely manner) or, if more practicable, will seek a post-verdict accounting of damages for all post-suit infringing sales.

[2] Telcordia has asked Lucent to update its production of sales data to provide current worldwide sales data for all products in suit. Telcordia will present the fact finder with sales data and damages calculations based upon the updated and current sales information (if it is produced in a timely manner) or, if more practicable, will seek a post-verdict accounting of damages for all post-suit infringing sales.

27. If willful infringement is found, should the damages for which Lucent is liable be trebled or increased in such other amount pursuant to 35 U.S.C. § 284 as the Court deems proper for Lucent's willful infringement?

28. If willful infringement is found, is the case exceptional under 35 U.S.C. § 285, entitling Telcordia to recover attorneys' fees, expenses, and costs due to the willful nature of Lucent's infringement?

29. Is the case exceptional under 35 U.S.C. § 285 for any other reason, entitling Telcordia to recover attorneys' fees, expenses, and costs?

IV. CONTESTED ISSUES OF FACT AND LAW ON PATENT MARKING AND ACTUAL NOTICE

30. Whether Telcordia satisfied its 35 U.S.C. § 287(a) marking obligations under a rule of reason analysis.

31. Whether Telcordia required its licensees to mark.

32. Whether and when Telcordia gave actual notice to Cisco.

33. Whether and when Telcordia gave actual notice to Lucent.

34. Whether 35 U.S.C. § 287(a) requires marking of patented products that are only used by the patentee or its "have made" licensees, and that are not sold, placed in the stream of commerce, or otherwise made available to the public.

V. CONTESTED ISSUE OF LAW ON INJUNCTIVE RELIEF

35. If any of the claims of the '763 or '633 patents is found to be infringed and not invalid or unenforceable, whether Telcordia is entitled to a permanent injunction as provided for by 35 U.S.C. § 283.

VI. CONTESTED ISSUES OF LAW ON VALIDITY

36. Whether the defendants must apply the Court's claim constructions for purposes of validity in a manner consistent with the defendants' application of the Court's claim constructions for purposes of infringement?

A. The '306 Patent[3]

37. Whether the defendants have proven by clear and convincing evidence that claim 1, 3, or 4 of the '306 patent is invalid under 35 U.S.C. § 102 as anticipated by the prior art relied upon by the defendants.

38. Whether the defendants have proven by clear and convincing evidence that claim 1, 3, or 4 of the '306 patent is invalid under 35 U.S.C. § 103 as obvious in view of the prior art relied upon by the defendants.

39. Whether the defendants have proven by clear and convincing evidence that claim 1, 3, or 4 of the '306 patent is invalid under 35 U.S.C. § 112 for failure to disclose the best mode.

B. The '763 Patent

40. Whether the defendants have proven by clear and convincing evidence that claim 1, 2, 7, or 8 of the '763 patent is invalid under 35 U.S.C. § 102 as anticipated by the prior art relied upon by the defendants.

41. Whether the defendants have proven by clear and convincing evidence that claim 1, 2, 7, or 8 of the '763 patent is invalid under 35 U.S.C. § 103 as obvious in view of the prior art relied upon by the defendants.

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[3] Section IX below applies to all '306 validity and enforceability issues raised in this exhibit (Exhibit B2).

42. Whether the defendants have proven by clear and convincing evidence that claim 1, 2, 7, or 8 of the '763 patent is invalid under 35 U.S.C. § 112 as indefinite or for failure to disclose the best mode.

C. The '633 Patent

43. Whether the defendants have proven by clear and convincing evidence that claim 11 or 33 of the '633 patent is invalid under 35 U.S.C. § 102 as anticipated by the prior art relied upon by the defendants.

44. Whether the defendants have proven by clear and convincing evidence that claim 11 or 33 of the '633 patent is invalid under 35 U.S.C. § 103 as obvious in view of the prior art relied upon by the defendants.

45. Whether the defendants have proven by clear and convincing evidence that claim 11 or 33 of the '633 patent is invalid under 35 U.S.C. § 102(f) for omitting to name an inventor.

VII. CONTESTED ISSUES OF FACT ON VALIDITY

A. The '306 Patent

46. What is the scope and content of the prior art to the '306 patent relied upon by the defendants?

47. What are the differences between the prior art and claims 1, 3, and 4 of the '306 patent?

48. If the FasNet reference (J.O. Limb and C. Flores, *Description of FasNet - A Unidirectional Local Area Communications Network*, The Bell Systems Technical Journal, Vol. 61, No. 7 (September, 1982)) is prior art to the '306 patent, then does the FasNet reference disclose each and every element of claims

1, 3, and 4 of the '306 patent such that a person of ordinary skill in the art could practice the invention without undue experimentation?

49. If the Budrikis reference (Z.L. Budrikis and A. N. Netravali, *A Packet / Circuit Switch*, AT&T Bell Laboratories Technical Journal, Vol. 63, No. 8 (October 1984)) is prior art to the '306 patent, then does the Budrikis reference disclose each and every element of claims 1, 3, and 4 of the '306 patent such that a person of ordinary skill in the art could practice the invention without undue experimentation?

50. What is the level of ordinary skill in the art related to the subject matter of claims 1, 3, and 4 of the '306 patent at the time of inventions?

51. What secondary considerations support nonobviousness of the claimed invention of claims 1, 3, and 4 of the '306 patent?

52. Is there a teaching, suggestion, and motivation for a person of skill in the art at the time of the invention to combine FasNet with any of the following references: Turner (J.S. Turner, *Design of an Integrated Services Packet Network*, IEEE Journal on Selected Areas in Communications, Vol. SAC-4, No. 8 (Nov. 1986)), the '041 patent (U.S. Patent No. 4,569,041), Luderer (Luderer, et al., *Wideband Packet Technology for Switching Systems,* Innovations In Switching Technology / International Switching Symposium (March 15-20, 1987)), or the Baran EP patent (European Patent 0 179 979 B1).

53. Does any combination of FasNet with Turner, the '041 patent, Luderer, or the Baran EP Patent disclose each and every element of claims 1, 3, and 4 of the '306 patent?

54. Is there a teaching, suggestion, and motivation for a person of skill in the art at the time of the invention to combine Budrikis with any of the following references: Turner, the '041 patent, Luderer, or the Baran EP Patent.

55. Does any combination of Budrikis with Turner, the '041 patent, Luderer, and the Baran EP Patent disclose each and every element of claims 1, 3, and 4 of the '306 patent?

56. Are the differences between the subject matter of claims 1, 3, and 4 of the '306 patent and the prior art such that the subject matter of the claims taken as a whole would have been obvious at the time the invention was made to a person of ordinary skill in the relevant art?

B. The '763 Patent

57. What is the scope and content of the prior art to the '763 patent relied upon by the defendants?

58. What are the differences between the prior art and claims 1, 2, 7, and 8 of the '763 patent?

59. If the Prisco and Hoss reference (John Prisco, Robert Hoss, IEEE Communications Magazine, pp. 2-39, Nov. 1985) is prior art to the '763 patent, then does the Prisco and Hoss reference disclose each and every element of claims 1, 2, 7, and 8 of the '763 patent such that a person of ordinary skill in the art could practice the invention without undue experimentation?

60. If the Hashizume patent (U.S. Patent No. 4,347,605) is prior art to the '763 patent, then does the Hashizume patent disclose each and every element of claims 1, 2, 7, and 8 of the '763 patent such that a person of ordinary skill in the art could practice the invention without undue experimentation?

61. If the Ester reference (Ring up big profits with ring architecture, Telephony, pp. 22-29, Dec. 21, 1987) is prior art to the '763 patent, then does the Ester reference disclose each and every element of claims 1, 2, 7, and 8 of the '763 patent such that a person of ordinary skill in the art could practice the invention without undue experimentation?

62. What is the level of ordinary skill in the art related to the subject matter of claims 1, 2, 7, and 8 of the '763 patent at the time of inventions?

63. What secondary considerations support nonobviousness of the claimed invention of claims 1, 2, 7, and 8 of the '763 patent?

64. Is there a teaching, suggestion, and motivation for a person of skill in the art at the time of the invention to combine Prisco and Hoss with Synchronous DS3 Add-Drop Multiplex (ADM3/X) Requirements and Objectives, Technical Advisory TA-TSY-000010, Issue 1 (August 1984) ("TR-TSY-000010"), Asynchronous Digital Multiplexes Requirements and Objectives, Technical Reference TR-TSY-000009, Issue 1 (May 1986) ("TA-TSY-000009"), Alarm Indication Signal Requirements and Objectives, Technical Reference TR-TSY-000191, Issue 1 (May 1986) ("TR-TSY-000191"), the Northern Telecom FD-565, U.S. Patent No. 4,633,246 ("the Jones patent"), U.S. Patent No. 4,648,088 ("the Cagle patent"), or J. Jones & G. Cagle, "TDM Ring: A DS1 Transport System for Local Networks," IEEE Globecom Conference Record (1984) ("Jones & Cagle"), the Hashizume patent, or Ester?

65. Does any combination of the Prisco and Hoss with TR-TSY-000010, TA-TSY-000009, TR-TSY-000191, the Northern Telecom FD-565, the Jones patent, the

Cagle patent, Jones & Cagle, the Hashizume patent, or Ester disclose each and every element of claims 1, 2, 7, and 8 of the '763 patents?

66. Is there a teaching, suggestion, and motivation for a person of skill in the art at the time of the invention to combine the Hashizume patent with TR-TSY-000010, TA-TSY-000009, TR-TSY-000191, the Northern Telecom FD-565, the Jones patent, the Cagle patent, Jones & Cagle, Prisco and Hoss, or Ester?

67. Does any combination of the Hashizume patent with TR-TSY-000010, TA-TSY-000009, TR-TSY-000191, the Northern Telecom FD-565, the Jones patent, the Cagle patent, Jones & Cagle, Prisco and Hoss, or Ester disclose each and every element of claims 1, 2, 7, and 8 of the '763 patents?

68. Is there a teaching, suggestion, and motivation for a person of skill in the art at the time of the invention to combine Ester with TR-TSY-000010, TA-TSY-000009, TR-TSY-000191, the Northern Telecom FD-565, the Jones patent, the Cagle patent, Jones & Cagle, Prisco and Hoss, or the Hashizume patent?

69. Does any combination of Ester with TR-TSY-000010, TA-TSY-000009, TR-TSY-000191, the Northern Telecom FD-565, the Jones patent, the Cagle patent, Jones & Cagle, Prisco and Hoss, or the Hashizume patent disclose each and every element of claims 1, 2, 7, and 8 of the '763 patents?

70. Are the differences between the subject matter of claims 1, 2, 7, and 8 of the '763 patent and the prior art such that the subject matter of the claims taken as a whole would have been obvious at the time the invention was made to a person of ordinary skill in the relevant art?

71. Does the specification of the '763 patent disclose structure corresponding to the "monitoring means" in claims 1 and 7?

72. Did the inventor of the '763 patent know of and conceal a better mode of carrying out the invention than that disclosed in the '763 patent?

C. The '633 Patent

73. What is the scope and content of the prior art to the '633 patent relied upon by the defendants?

74. What are the differences between the prior art and claims 11 and 33 of the '633 patent?

75. Whether the following references are prior art to the '633 patent: The AAL1 draft from the Melbourne CCITT meeting (CCITT Study Group XVIII, SWP XVIII/8-3, *Revised text of I.363 section 2 (AAL type 1)*, Melbourne 2-13 December 1991 ("the AAL1 draft")).

76. If the Gonzales reference (J. Gonzales, J.P. LeMeur, *Jitter Reduction in ATM Networks*, Proceedings of the ICC '91, pp. 274-279 (1991) is prior art to the '633 patent, then does the Gonzales reference disclose each and every element of claims 11 and 33 of the '633 patent such that a person of ordinary skill in the art could practice the invention without undue experimentation?

77. If the AAL1 draft is prior art to the '633 patent, then does the AAL1 draft disclose each and every element of claims 11 and 33 of the '633 patent such that a person of ordinary skill in the art could practice the invention without undue experimentation?

78. Does the August 26, 1991, correspondence from France Telecom disclose each and every element of claims 11 and 33 of the '633 patent such that a person of

ordinary skill in the art could practice the invention without undue experimentation?

79. What is the level of ordinary skill in the art related to the subject matter of claims 11 and 33 of the '633 patent at the time of inventions?

80. What secondary considerations support nonobviousness of the claimed invention of claims 11 and 33 of the '633 patent?

81. Is there a teaching, suggestion, and motivation for a person of skill in the art at the time of the invention to modify Gonzales or the AAL1 draft?

82. Would any such modification of Gonzales or the AAL1 draft disclose each and every element of claims 11 and 33 of the '633 patent?

83. Are the differences between the subject matter of claims 11 and 33 of the '633 patent and the prior art such that the subject matter of the claims taken as a whole would have been obvious at the time the invention was made to a person of ordinary skill in the relevant art?

VIII. CONTESTED ISSUES OF FACT AND LAW ON EQUITABLE DEFENSES AND INEQUITABLE CONDUCT

84. For each equitable defense asserted by Cisco, does weighing the equities as a whole, including Cisco's unclean hands and/or willful infringement, negate Cisco's ability to obtain equitable relief?

85. For each equitable defense asserted by Lucent, does weighing the equities as a whole, including Lucent's unclean hands and/or willful infringement, negate Cisco's ability to obtain equitable relief?

A. Laches

1. Cisco

86. For each accused product, when did Telcordia obtain actual or constructive knowledge of Cisco's infringement of the '306, '763, and '633 patents?

87. For each patent in suit, and for each accused product, whether Telcordia's commercial and contractual relationships with Cisco, or statutory obligations (*e.g.*, 47 U.S.C. § 273(d)(2)), precluded Telcordia from evaluating Cisco confidential information for purposes of determining whether Cisco's products infringe Telcordia's patents?

88. For each patent in suit, and for each accused product, if Telcordia delayed in bringing a lawsuit, was such delay unreasonable?

89. For each patent in suit, and for each accused product, if Telcordia delayed in bringing a lawsuit, did Cisco suffer any economic or evidentiary prejudice as a result of any such delay?

90. For each patent in suit, and for each accused product, if Telcordia delayed in bringing a lawsuit, was any such delay excusable due to factors such as ongoing license negotiations with Cisco, ongoing litigation with other parties, a mutual non-assert agreement between Telcordia and Cisco, lack of resources, changing corporate structure, and/or unsettled claim construction issues pending before the Federal Circuit and the district court?

91. For each patent in suit, and for each accused product, if Cisco has proven by a preponderance of the evidence that Telcordia unreasonably and inexcusably delayed in bringing suit, and that the delay caused material evidentiary or

economic prejudice to Cisco, when weighing the equities should laches apply to bar damages that accrued prior to filing suit?

92. Can the presumption of laches apply to a patent or patent claims which issued less than six years prior to the filing of suit?

93. For each patent in suit, and for each accused product, is the nature of Cisco's infringement such that imposing a duty to police the market upon Telcordia would have been reasonable?

94. For each patent in suit, and for each accused product, does weighing the equities as a whole, including Cisco's unclean hands and/or willful infringement, negate the application of laches as a bar to damages that accrued prior to filing suit?

2. Lucent

95. For each accused product, when did Telcordia obtain actual or constructive knowledge of Lucent's infringement of the '306 and '763 patents?

96. For each patent in suit, and for each accused product, whether Telcordia's commercial and contractual relationships with Lucent, or statutory obligations (*e.g.*, 47 U.S.C. § 273(d)(2)), precluded Telcordia from evaluating Lucent confidential information for purposes of determining whether Lucent's products infringe Telcordia's patents?

97. For each patent in suit, and for each accused product, if Telcordia delayed in bringing a lawsuit, was such delay unreasonable?

98. For each patent in suit, and for each accused product, if Telcordia delayed in bringing a lawsuit, did Lucent suffer any economic or evidentiary prejudice as a result of any such delay?

99. For each patent in suit, and for each accused product, if Telcordia delayed in bringing a lawsuit, was any such delay excusable due to factors such as ongoing license negotiations with Lucent, ongoing litigation with other parties, lack of resources, changing corporate structure, and/or unsettled claim construction issues pending before the Federal Circuit and the district court?

100. For each patent in suit, and for each accused product, if Lucent has proven by a preponderance of the evidence that Telcordia unreasonably and inexcusably delayed in bringing suit, and that the delay caused material evidentiary or economic prejudice to Lucent, when weighing the equities should laches apply to bar damages that accrued prior to filing suit?

101. Can the presumption of laches apply to a patent or patent claims which issued less than six years prior to the filing of suit?

102. For each patent in suit, and for each accused product, is the nature of Lucent's infringement such that imposing a duty to police the market upon Telcordia would have been reasonable?

103. For each patent in suit, and for each accused product, does weighing the equities as a whole, including Lucent's unclean hands and/or willful infringement, negate the application of laches as a bar to damages that accrued prior to filing suit?

B. Equitable Estoppel

1. Cisco

104. For each accused product, has Cisco shown by a preponderance of the evidence that Telcordia engaged in misleading conduct that led Cisco to

reasonably infer that Telcordia did not intend to enforce the '306, '763, or '633 patent against Cisco?

105. For each accused product, has Cisco shown by a preponderance of the evidence that it in fact relied upon Telcordia's conduct?

106. For each accused product, has Cisco shown by a preponderance of the evidence that due to its reliance, Cisco will be materially prejudiced if Telcordia is allowed to proceed with its claim?

107. Has Cisco shown by a preponderance of the evidence that Telcordia, through statements or conduct, gave an affirmative grant of consent or permission to Cisco to make, use, or sell products covered by the '306, '763, or '633 patents?

108. Has Cisco shown by a preponderance of the evidence that it in fact relied upon Telcordia's statements or conduct?

109. Has Cisco shown by a preponderance of the evidence that it suffered material economic or evidentiary prejudice due to its reliance?

110. Whether Cisco believed that the '306, '763, or '633 patents were invalid?

111. Whether Cisco believed that it did not infringe the '306, '763, or '633 patents?

112. Whether Cisco changed its conduct after the filing of suit?

113. Do Cisco's accused products incorporate off-the-shelf chips or components that are manufactured by third parties who are licensed to practice Telcordia's '306, '763, or '633 patents?

114. If Cisco has shown by a preponderance of the evidence that (1) Telcordia engaged in misleading conduct or that led Cisco to reasonably infer that Telcordia

did not intend to enforce the '306, '763, or '633 patents against Cisco, (2) that Cisco relied on such conduct, and (3) due to its reliance, Cisco will be materially prejudiced if Telcordia is allowed to proceed with its claim, do the equities as a whole, including Cisco's unclean hands and/or willful infringement, negate the application of equitable estoppel as a bar to Telcordia's claims?

115. If Cisco has shown by a preponderance of the evidence (1) that Telcordia, through statements or conduct, gave an affirmative grant of consent or permission to make, use, or sell to Cisco, (2) that Cisco in fact relied upon Telcordia's conduct or statements, and (3) that Cisco suffered material economic or evidentiary prejudice due to its reliance, does weighing the equities as a whole, including Cisco's unclean hands and/or willful infringement, negate the application of implied license as a bar to Telcordia's claims?

C. Intervening Rights

1. Cisco

116. The identification and volume of the specific accused Cisco products that were made, purchased, offered for sale, or used within the United States or imported into the United States prior to the grant of the '633 patent.

117. Whether Cisco, before the grant of the '633 patent, made substantial preparations to make, purchase, offer for sale, or use the accused products.

118. Did Cisco invest substantially in the development of accused products before the grant of the '633 patent?

119. Has Cisco made profits to recoup any such investment?

120. If Cisco has shown intervening rights by a preponderance of the evidence, does weighing the equities as a whole, including Cisco's unclean hands and/or willful infringement, negate the application of intervening rights?

121. Should intervening rights apply to Cisco's future actions?

D. Patent Misuse / Unclean Hands

1. Cisco

122. Whether Cisco has shown by clear and convincing evidence that Telcordia engaged in fraud, perjury, or other unconscionable conduct when obtaining its '306, '763, or '633 patents or enforcing the '306, '763, or '633 patents against Cisco so as to improperly broaden the scope of the '306, '763, or '633 patents.

123. Does weighing the equities as a whole, including Cisco's unclean hands and/or willful infringement, negate Cisco's assertion of unclean hands?

124. Whether Cisco has shown by clear and convincing evidence that Telcordia impermissibly broadened the physical or temporal scope of patent rights to an anticompetitive effect through Telcordia's involvement in standards groups, Telcordia's publication of generic requirements, or Telcordia's certification of products for sale to the RBOCs.

125. Whether Cisco has shown by clear and convincing evidence that, under a rule of reason analysis, Telcordia's involvement in standards groups, Telcordia's publication of generic requirements, or Telcordia's certification of products for sale to the RBOCs impose an unreasonable restraint on competition.

126. Does weighing the equities as a whole, including Cisco's unclean hands and/or willful infringement, negate Cisco's assertion of patent misuse?

127. Did Telcordia offer its '978 and/or '633 patents for license on reasonable and nondiscriminatory terms?

E. Inequitable Conduct

1. '306 Patent

128. Has Cisco or Lucent proven by clear and convincing evidence that during the prosecution of the '306 patent, the patent applicants or anyone involved in a substantial way with the prosecution of the patent application withheld non-cumulative, material information with the intent to deceive the Patent and Trademark Office?

129. Has Cisco or Lucent proven by clear and convincing evidence that any of the following references were known to the '306 patent applicant or anyone involved in a substantial way with the prosecution of the patent application: FasNet, Beckner-Lee-Minzer (Beckner, Lee, Minzer, *A Protocol and Prototype For Broadband Subscriber Access to ISDNs,* Innovations In Switching Technology / International Switching Symposium (March 15-20, 1987)), or Wu-Lee-Lee (Wu, Lee, Lee, *Dynamic TDM - A Packet Approach to Broadband Networking*, IEEE International Conference on Communications (June 1987))?

130. Has Cisco or Lucent proven by clear and convincing evidence that the '306 patent applicant or anyone involved in a substantial way with the prosecution of the patent application intentionally withheld any of the following references with an intent to deceive that Patent and Trademark Office: FasNet, Beckner-Lee-Minzer, or Wu-Lee-Lee?

131. Has Cisco or Lucent proven that any of the following references were material to the prosecution of the '306 patent and were not cumulative of

information already before the Patent and Trademark Office: FasNet, Beckner-Lee-Minzer, or Wu-Lee-Lee ?

132. If Cisco or Lucent has proven by clear and convincing evidence that the '306 patent applicants or anyone involved in a substantial way with the prosecution of the patent application withheld non-cumulative material information from the Patent and Trademark Office with the intent to deceive the Patent and Trademark Office, when materiality and intent are balanced, was the conduct as a whole inequitable so as to render the '306 patent unenforceable?

2. '763 Patent

133. Has Cisco proven by clear and convincing evidence that during the prosecution of the '763 patent, the patent applicant or anyone involved in a substantial way with the prosecution of the patent application withheld non-cumulative, material information with the intent to deceive the Patent and Trademark Office?

134. Has Cisco proven by clear and convincing evidence that Prisco and Hoss was known to the '763 patent applicant or anyone involved in a substantial way with the prosecution of the patent application?

135. Has Cisco proven by clear and convincing evidence that the '763 patent applicant or anyone involved in a substantial way with the prosecution of the patent application intentionally withheld Prisco and Hoss with an intent to deceive that Patent and Trademark Office?

136. Has Cisco proven that Prisco and Hoss was material to the prosecution of the '763 patent and was not cumulative of information already before the Patent and Trademark Office?

137. If Cisco has proven by clear and convincing evidence that the '763 patent applicant or anyone involved in a substantial way with the prosecution of the patent application withheld non-cumulative material information from the Patent and Trademark Office with the intent to deceive the Patent and Trademark Office, when materiality and intent are balanced, was the conduct as a whole inequitable so as to render the '763 patent unenforceable?

3. '633 Patent

138. Has Cisco or Lucent proven by clear and convincing evidence that during the prosecution of the '978 or the '633 patents, the patent applicants or anyone involved in a substantial way with the prosecution of the patent applications withheld non-cumulative, material information with the intent to deceive the Patent and Trademark Office?

139. Has Cisco or Lucent proven by clear and convincing evidence that any of the following information was known to the '978 and '633 patent applicants or anyone involved in a substantial way with the prosecution of the patent applications, and was intentionally withheld with an intent to deceive the Patent and Trademark Office: (1) a letter from P. Adam of CNET dated August 26, 1991; (2) a letter from B. Kittams to P. Adam dated September 4, 1991; (3) a memorandum from R. Lau and B. Kittams dated October 11, 1991; (4) a memorandum from T. Houdin to B. Kittams and R. Lau dated October 14, 1991; (5) an undated memorandum from T. Houdin to R. Lau and B. Kittams; and (6) memo from R. Lau and B. Kittams to T. Houdoin and J.Y. Cochennec dated October 16, 1991.

140. Has Cisco or Lucent proven that any of the following information was material to the prosecution of the '978 or '633 patents and was not cumulative of information already before the Patent and Trademark Office: (1) a letter from P. Adam of CNET dated August 26, 1991; (2) a letter from B. Kittams to P. Adam dated September 4, 1991; (3) a memorandum from R. Lau and B. Kittams dated October 11, 1991; (4) a memorandum from T. Houdin to B. Kittams and R. Lau dated October 14, 1991; (5) an undated memorandum from T. Houdin to R. Lau and B. Kittams; and (6) memo from R. Lau and B. Kittams to T. Houdoin and J.Y. Cochennec dated October 16, 1991.

141. Has Cisco or Lucent proven by clear and convincing evidence that the applicants or anyone involved in a substantial way with the prosecution of the patent applications intentionally misrepresented the Gonzales article with an intent to deceive the Patent and Trademark Office

142. If Cisco or Lucent has proven by clear and convincing evidence that the '978 or '633 patent applicants or anyone involved in a substantial way with the prosecution of the patent applications withheld non-cumulative material information from the Patent and Trademark Office with the intent to deceive the Patent and Trademark Office or intentionally misrepresented the Gonzales article with the intent to deceive the Patent and Trademark Office, when materiality and intent are balanced, was the conduct as a whole inequitable so as to render the '633 patent unenforceable?

IX. Telcorddia's Mootness of '306 Validity and Enforceability Position

Telcordia has also provisionally incorporated materials related to '306 validity and enforceability in this proposed pretrial order (e.g., jury instructions, statements of contested /

uncontested fact, verdict form), despite the fact that Telcordia concedes non-infringement of the '306 patent under the Court's claim construction (which Telcordia intends to appeal) and despite the fact that no party desires to try '306 infringement to the jury. For efficiencies' sake, and in order to streamline and improve readability of the proposed pretrial order, the parties have agreed to state their substantive positions on the mootness of '306 validity and enforceability once, here, rather than at every point at which '306 validity and enforceability issues arise in the proposed pretrial order.

For its part, Telcordia notes that should the Court determine that trial of '306 patent validity and/or enforceability would unnecessarily complicate the case or run counter to principles of judicial efficiency, then nothing would prevent the Court from dismissing the enforceability and validity aspects of the '306 case as moot. Telcordia notes that trial of '306 patent validity and/or enforceability issues would likely be entirely unnecessary (i.e., in the event that the Court's claim construction—and Telcordia's concession of non-infringement—stands on appeal) or would have to be retried a second time under a new claim construction (i.e., in the event that the Court's claim construction is modified on appeal). A costly and time-consuming trial on validity and enforceability—including complex expert and fact witness testimony, fact finder decisions, and post-trial briefing and decisions—may be unnecessary and confusing where Telcordia concedes non-infringement (thus disposing of all questions of liability) and intends to present the overriding claim construction issues to the Federal Circuit on appeal.

To this effect, Telcordia echoes the defendants' statements during the September 18, 2006, telehearing regarding summary judgment:

- "On the mootness issue, our belief is that until summary judgment is granted and we see the scope of that grant, it doesn't make sense to determine what remaining issues of the '306 are moot or not." D.I. 237 (transcript of

September 18, 2006, telehearing at 7, quoting counsel for Cisco).

- "And after the Court rules relating to summary judgment of infringement on the '306, the other patents, we will all be in a better position to see exactly what would be best for the Court and for the jury in terms of efficiencies and whether something is moot or whether it makes sense to go forward with it." *Id.* at 10 quoting counsel for Lucent.

Telcordia recognizes that the Court has not yet granted summary judgment on '306 issues (three '306 summary judgment motions are pending), and Telcordia is mindful of the Court's September 20, 2006, Order issued during the summary judgment phase of the case indicating that the Court would exercise its discretion to hear the defendants' counterclaims (which include validity and enforceability). But Telcordia notes, just as the defendants noted during the telehearing, that a re-visitation of the mootness of defendants' validity and enforceability positions might be appropriate after the Court's summary judgment decision issues. In other words, nothing would prevent the Court from exercising its discretion to dismiss the defendants' counterclaims as moot pursuant to *Phonometrics v. Northern Telecom, Inc.*, 133 F.3d 1459, 1468 (Fed. Cir. 1998), at this or any other juncture in the case. Nevertheless, based upon the Court's September 20, 2006, Order, Telcordia has revised its jury instructions to accommodate the defendants' position that '306 validity and enforceability issues be expressly incorporated into the instructions. Telcordia hereinafter incorporates the above position by reference as its "mootness of '306 validity and enforceability position." The purpose of Telcordia's mootness of '306 validity and enforceability position is twofold: (1) to preserve Telcordia's position on the issue, and (2) to allow counsel to quickly identify aspects of the pretrial order that may need to be promptly revised by Counsel in the event that the Court ultimately, in its discretion, dismisses the '306 issues as moot. The parties agree that no waiver occurs due to the fact that the parties' respective positions.

EXHIBIT B3

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

TELCORDIA TECHNOLOGIES, INC., Plaintiff/Counterclaim Defendant, v. LUCENT TECHNOLOGIES, INC., Defendant/Counterclaim Plaintiff.	)	C.A. No. 04-875-GMS
TELCORDIA TECHNOLOGIES, INC., Plaintiff/Counterclaim Defendant, v. CISCO SYSTEMS, INC., Defendant/Counterclaim Plaintiff.	)	C.A. No. 04-876-GMS

EXHIBIT B3: DEFENDANTS' STATEMENT OF CONTESTED ISSUES OF FACT AND LAW

The following is Defendants Cisco and Lucent's Statement of Contested Issues of Fact and Law, and Defendants' statement concerning Telcordia's assertion of mootness of invalidity and unenforceability defenses and counterclaims for the '306 patent.[1] Defendants have not included the contested issues of fact about which the parties agree, which are included in Exhibit B1. Defendants reserve the right to submit a revised version of this statement after receiving the Court's rulings on the parties' respective motions *in limine*.

Defendants incorporate by reference herein the law cited in their proposed jury instructions and their motions *in limine*.

[1] Defendants' statements of contested facts and law set forth herein are based on the Court's Claim Construction Order and Telcordia's infringement theories and damages contentions as set forth in its experts' reports.

CONTESTED ISSUES OF FACT

I. NON-INFRINGEMENT

A. U.S. Patent No. 4,835,763 ("the '763 patent")

1. Cisco's Alleged Direct Infringement

a. Whether Cisco directly infringes claims 1, 2, 7, or 8 of the '763 patent by making, using, selling, or offering to sell in the United States, or importing into the United States, the ONS 15454, ONS 15310, ONS 15327, ONS 15600, or ONS 15305 ("ONS products").

b. Whether Cisco makes, uses, sells, or offers to sell in the United States, or imports into the United States, communications networks comprising nodes connected to form a loop by two unidirectional counter-rotating rings.

c. Whether the ONS products insert error signals on the channels following demultiplexing in response to the monitoring means determining that a high-level signal is defective.

d. Whether the insertion of an all ones error signal by the Receive Framer in Cisco's ONS products occurs following demultiplexing.

e. Whether the ONS products select another channel based on detecting an error signal on one or more of the channels following demultiplexing.

f. Whether the ONS products include the claimed monitoring means.

g. Whether the ONS products include the claimed insertion means.

h. Whether the ONS products include the claimed selector means.

2. Lucent's Alleged Direct Infringement

a. Whether Lucent directly infringes claims 1, 2, 7, or 8 of the '763 patent by making, using, selling, or offering to sell in the United States, or importing into the United States, the DMX Access Multiplexer, the DMXtend Access Multiplexer, the DMXplore Access Multiplexer, or DMXpress Access Multiplexer ("DMX products").

b. Whether Lucent makes, uses, sells, or offers to sell in the United States, or imports into the United States, communications networks comprising nodes connected to form a loop by two unidirectional counter-rotating rings.

c. Whether the DMX products insert error signals on the channels following demultiplexing in response to the monitoring means determining that a high-level signal is defective.

d. Whether the insertion of an all ones error signal by the Byte Processor in Lucent's DMX products occurs following demultiplexing.

e. Whether the DMX products select another channel based on detecting an error signal on one or more of the channels following demultiplexing.

f. Whether the DMX products include the claimed monitoring means.

g. Whether the DMX products include the claimed insertion means.

h. Whether the DMX products include the claimed selector means.

3. Cisco's Alleged Indirect infringement

a. Whether Cisco's customers who purchase the ONS products directly infringe claims 1, 2, 7, or 8 of the '763 patent.

b. Whether the ONS products have substantial non-infringing uses.

c. Whether Cisco knew that the ONS products were especially made or especially adapted for use in an infringement of claims 1, 2, 7, or 8 of the '763 patent.

d. Whether Cisco specifically intended to induce the legal wrong of actual infringement of claims 1, 2, 7, or 8 of the '763 patent.

e. Whether Cisco encouraged its customers to use the ONS products in a manner that would result in actual infringement of claims 1, 2, 7, or 8 of the '763 patent.

4. Lucent's Alleged Indirect Infringement

a. Whether Lucent's customers who purchase the DMX products directly infringe claims 1, 2, 7, or 8 of the '763 patent.

b. Whether and when Lucent had knowledge of the '763 patent.

c. Whether the DMX products have substantial non-infringing uses.

d. Whether Lucent knew that the DMX products were especially made or especially adapted for use in an infringement of claims 1, 2, 7, or 8 of the '763 patent.

e. Whether Lucent specifically intended to induce the legal wrong of actual infringement of claims 1, 2, 7, or 8 of the ’763 patent.

f. Whether Lucent encouraged its customers to use the DMX products in a manner that would result in actual infringement of claims 1, 2, 7, or 8 of the ’763 patent.

5. Doctrine of Equivalents

a. Cisco

(1) Whether the ONS products infringe claims 1, 2, 7, or 8 of the ’763 patent under the doctrine of equivalents.

(2) Whether differences between the ONS products and any of the limitations of claims 1, 2, 7 or 8 of the ’763 patent for which the doctrine of equivalents is viable, if any, are such that the ONS products perform substantially the same function in substantially the same way to obtain substantially the same result as any claim limitation and/or are interchangeable with the corresponding claim limitation.

b. Lucent

(1) Whether the DMX products infringe claims 1, 2, 7, or 8 of the ’763 patent under the doctrine of equivalents.

(2) Whether differences between the DMX products and any of the limitations of claims 1, 2, 7 or 8 of the ’763 patent for which the doctrine of equivalents is viable, if any, are such that the DMX products perform substantially the same function in substantially the same way to obtain substantially the same result as any claim limitation and/or are interchangeable with the corresponding claim limitation.

B. U.S. Patent No. Re. 36,633 (“the ’633 patent”)

1. Cisco’s Alleged Direct Infringement

a. Whether Cisco directly infringes claims 11 or 33 of the ’633 patent by making, using, selling, or offering to sell in the United States, or importing into the United States, the MGX 8200 and 8800 series products (“MGX products”), LightStream 1010 series products (“LightStream products”), Catalyst 8510 and 8540 series products (“Catalyst products”), IGX 8400 series products (“IGX products”), IP Transfer Point products, 7200 series routers (“7200 products”),

or 3600 series routers ("3600 products") (collectively, "Cisco products accused of infringing the '633 patent").

b. How many MGX, LightStream, Catalyst, IGX, IP Transfer Point, 7200, and/or 3600 products actually contain a module that can perform the accused SRTS functionality.

c. Whether the MGX, LightStream, Catalyst, IGX, IP Transfer Point, 7200, and 3600 products infringe claims 11 or 33 of the '633 patent when such products are not equipped with a module that can perform the accused SRTS functionality.

d. Whether the MGX, LightStream, Catalyst, IGX, IP Transfer Point, 7200, and 3600 products are capable of transporting an RTS other than in the convergence sublayer overhead.

e. Whether the Cisco products accused of infringing the '633 patent using AAL1Gator chips have a means, at the source node, for defining a derived network clock frequency f_{nx} from a network frequency f_n where $f_{nx} = f_n/x$, x is a rational number, and f_{nx} is less than or equal to twice the service clock frequency.

f. Whether the Cisco products accused of infringing the '633 patent using AAL1Gator chips, the DCU ASIC, or the SLFP FPGA and WinPath chips have a means for transmitting from the source node an RTS that is equal to the modulo 16 count of derived network clock cycles in the RTS period.

g. Whether the Cisco products accused of infringing the '633 patent using AAL1Gator chips define, at the source node, a derived network clock frequency f_{nx} from a network frequency f_n where $f_{nx} = f_n/x$, x is a rational number, and f_{nx} is less than or equal to twice the service clock frequency.

h. Whether the Cisco products accused of infringing the '633 patent using AAL1Gator chips, the DCU, or the SLFP FPGA and WinPath chips transmit from the source node an RTS that is equal to the modulo 16 count of derived network clock cycles in the RTS period.

i. Whether the Cisco products accused of infringing the '633 patent using the DCU have a means, at the source node, for counting the derived network clock cycles in an RTS period.

2. Lucent's Alleged Direct Infringement

a. Whether Lucent directly infringes claims 11 or 33 of the '633 patent by making, using, selling, or offering to sell in the United

States, or importing into the United States, the CBX-500 and CBX-3500 ("CBX products"), the GX-550 ("GX product"), or the PSAX 1000, PSAX 1250, PSAX 2300, or PSAX 4500 ("PSAX products).

b. How many CBX, GX, and/or PSAX products actually contain a module that can perform SRTS.

c. Whether the CBX, GX, and PSAX products infringe claims 11 or 33 of the '633 patent when such products are not equipped with a module that can perform SRTS.

d. Whether the CBX, GX and PSAX products are capable of transporting an RTS other than in the convergence sublayer overhead.

e. Whether the PSAX products are capable of defining a RTS period as an integral number of source-node service clock cycles.

f. Whether the PSAX products have a means for defining a derived network clock frequency f_{nx} from a network frequency fn where $f_{nx} = f_n/x$, x is a rational number, and f_{nx} is less than or equal to twice the service clock frequency.

g. Whether the PSAX products define a RTS period as an integral number of source-node service clock cycles.

h. Whether the PSAX products have a means for counting the derived network clock cycles modulo 16 in an RTS period.

i. Whether the PSAX products define a derived network clock frequency f_{nx} from a network frequency fn where $f_{nx} = f_n/x$, x is a rational number, and f_{nx} is less than or equal to twice the service clock frequency.

3. Cisco's Alleged Indirect Infringement

a. Whether Cisco's customers who purchase the MGX, LightStream, Catalyst, IGX, IP Transfer Point, 7200, and 3600 products directly infringe claims 11 or 33 of the '633 patent.

b. Whether the MGX, LightStream, Catalyst, IGX, IP Transfer Point, 7200, and 3600 products have substantial non-infringing uses.

c. Whether Cisco knew that the MGX, LightStream, Catalyst, IGX, IP Transfer Point, 7200, and 3600 products were especially made or especially adapted for use in an infringement of claims 11 or 33 of the '633 patent.

d. Whether Cisco specifically intended to induce the legal wrong of actual infringement of claims 11 or 33 of the ’633 patent.

e. Whether Cisco encouraged its customers to use the MGX, LightStream, Catalyst, IGX, IP Transfer Point, 7200, and 3600 products in a manner that would result in actual infringement of claims 11 or 33 of the ’633 patent.

4. Lucent’s Alleged Indirect Infringement

a. Whether Lucent’s customers who purchased the CBX, GX, and PSAX products directly infringe claims 11 or 33 of the ’633 patent.

b. Whether and when Lucent had knowledge of the ’633 patent.

c. Whether the CBX, GX, and PSAX products have substantial non-infringing uses.

d. Whether Lucent knew that the CBX, GX, and PSAX products were especially made or especially adapted for use in an infringement of claims 11 or 33 of the ’633 patent.

e. Whether Lucent specifically intended to induce the legal wrong of actual infringement of claims 11 or 33 of the ’633 patent.

f. Whether Lucent encouraged its customers to use the CBX, GX, and PSAX products in a manner that would result in actual infringement of claims 11 or 33 of the ’633 patent.

5. Doctrine of Equivalents

a. Cisco

(1) Whether the MGX, LightStream, Catalyst, IGX, IP Transfer Point, 7200, and 3600 products infringe claims 11 or 33 of the ’633 patent under the doctrine of equivalents.

(2) Whether differences between the MGX, LightStream, Catalyst, IGX, IP Transfer Point, 7200, and 3600 products and any of the limitations of claims 11 or 33 of the ’633 patent for which the doctrine of equivalents is viable, if any, are such that the MGX, LightStream, Catalyst, IGX, IP Transfer Point, 7200, and 3600 products perform substantially the same function in substantially the same way to obtain substantially the same result and/or are interchangeable with the corresponding claim limitation.

b. Lucent

(1) Whether the CBX, GX, and PSAX products infringe claims 11 or 33 of the '633 patent under the doctrine of equivalents.

(2) Whether differences between the CBX, GX, and PSAX products and any of the limitations of claims 11 or 33 of the '633 patent for which the doctrine of equivalents is viable, if any, are such that the CBX, GX, and PSAX products perform substantially the same function in substantially the same way to obtain substantially the same result and/or are interchangeable with the corresponding claim limitation.

II. INVALIDITY

A. U.S. Patent No. 4,893,306 ("the '306 patent")

1. Anticipation

a. Whether the printed publication J. Limb and C. Flores, "Description of Fasnet – A Unidirectional Local-Area Communications Network," The Bell System Technical Journal, Vol. 61, No. 7 (September 1982) ("FasNet") anticipates claims 1, 3, or 4 of the '306 patent.

b. Whether the printed publication Z. Budrikis and A. Netravali, "A Packet/Circuit Switch," AT&T Bell Laboratories Technical Journal, Vol. 63, No. 8 (October 1984) ("Budrikis") anticipates claims 1, 3, or 4 of the '306 patent.

2. Obviousness

a. Differences between FasNet and claims 1, 3, or 4 of the '306 patent.

b. Differences between Budrikis and claims 1, 3, or 4 of the '306 patent.

c. Whether there are any secondary considerations.

d. Whether "Wideband Packet Technology for Switching Systems" by G.W.R. Luderer et al. was presented and/or published between March 15-20, 1987.

3. Best Mode

a. Whether "Design Architectures of DTDM Packet Assembler and Packet Multiplexer" by Hung-Hsiang Chao was presented and/or published between November 9-11, 1987.

4. Conception and Reduction to Practice

a. Whether there was an actual reduction to practice by Telcordia of the subject matter of the claims of the ’306 patent.

B. The ’763 patent

1. Anticipation

a. Whether the printed publication J. Prisco and R. Hoss, “Fiber Optic Regional Area Networks,” IEEE Communications Magazine, Vol. 23, No. 11 (November 1985) (“Prisco & Hoss”) anticipates claims 1, 2, 7, or 8 of the ’763 patent.

b. Whether U.S. Patent No. 4,347,605 (“the Hashizume patent”) anticipates claims 1, 2, 7, or 8 of the ’763 patent.

c. Whether the printed publication G. Ester, “Ring up big profits with ring architecture,” Telephony, pp. 22-29 (December 1987) (“Ester”) anticipates claims 1, 2, 7, or 8 of the ’763 patent.

d. Whether G. Ester, “Ring up big profits with ring architecture,” Telephony, pp. 22-29 (December 1987) (“Ester”) was published in December 1987.

2. Obviousness

a. Differences between Prisco & Hoss and claims 1, 2, 7, and 8 of the ’763 patent.

b. Differences between the Hashizume patent and claims 1, 2, 7, and 8 of the ’763 patent.

c. Differences between Ester and claims 1, 2, 7, and 8 of the ’763 patent.

d. Whether there are any secondary considerations.

3. Conception and Reduction to Practice

a. Whether there was an actual reduction to practice by Telcordia of the subject matter of the claims of the ’763 patent

C. The ’633 patent

1. Anticipation

a. Whether the printed publication J. Gonzales and J.P. Le Meur, “Jitter Reduction in ATM Networks,” Proceedings of the ICC, pp.

274-279 (1991) ("the Gonzales article") anticipates claims 11 or 33 of the '633 patent.

b. Whether the printed publication CCITT Study Group XVIII, SWP XVIII/8-3, Revised text of I.363 section 2 (AAL type 1), Melbourne 2-13 (December 1991) ("the Draft AAL1 Recommendation") anticipates claims 11 or 33 of the '633 patent.

2. Obviousness

a. Whether there are any secondary considerations.

3. Conception and Reduction to Practice

a. Whether there was an actual reduction to practice by Telcordia of the subject matter of the claims of the '633 patent.

III. INEQUITABLE CONDUCT/UNENFORCEABILITY

A. The '306 patent

1. Whether the printed publication Wu, Lee, and Lee, "Dynamic TDM – a Packet Approach to Broadband Networking," IEEE International Conference on Communications (June 1987) ("Wu-Lee-Lee") would have been important to a reasonable examiner in deciding whether to issue the '306 patent.

2. Whether "Dynamic TDM – A Packet Approach to Broadband Networking" by L.T. Wu, S.H. Lee and T.T. Lee was presented and/or published between June 7-10, 1987.

3. Whether the printed publication M. Wm. Beckner, T.T. Lee, and S.E. Minzer, "A Protocol and Prototype for Broadband and Subscriber Access to ISDNs," Proceedings of the International Switching Symposium,Vol. 2, pp. 462-69 (1987) ("Beckner-Lee-Minzer") would have been important to a reasonable examiner in deciding whether to issue the '306 patent.

4. Whether "A Protocol and Prototype for Broadband and Subscriber Access to ISDNs" by M. Wm. Beckner, T.T. Lee, and S.E. Minzer was presented and/or published in March 1987.

5. Whether "Tutorial on Asynchronous Time Division Multiplexing (ATDM): A Packet Access Capability for Broadband Interfaces to ISDNs" by M. Wm. Beckner and S.E. Minzer was presented and/or published between November 18-22, 1985.

6. Whether FasNet would have been important to a reasonable examiner in deciding whether to issue the '306 patent.

B. The '763 patent

1. Whether Prisco & Hoss, and named inventor Lau's relationship with that reference, would have been important to a reasonable examiner in deciding whether to issue the '763 patent.

C. The ’633 patent

1. Whether the role of Pierre Adam, Theirry Houdoin, and/or Jean-Yves Cochennec in the conception of the claimed invention, as evidenced by the 1991 communications between Telcordia and France Telecom,[2] would have been important to a reasonable examiner in deciding whether to issue U.S. Patent No. 5,260,978 (“the ’978 patent”).

2. Whether the role of Pierre Adam, Theirry Houdoin, and/or Jean-Yves Cochennec in the conception of the claimed invention, as evidenced by the facsimile from B. Kittams to P. Adam dated September 4, 1991, would have been important to a reasonable examiner in deciding whether to issue the ’633 patent.

3. Whether the role of Pierre Adam, Theirry Houdoin, and/or Jean-Yves Cochennec in the conception of the claimed invention, as evidenced by the facsimile from R. Lau and B. Kittams to T. Houdoin and J.Y. Cochennec dated October 16, 1991, would have been important to a reasonable examiner in deciding whether to issue the ’633 patent.

4. Whether the misrepresentation of the Gonzales article during prosecution of the ’978 patent would have been important to a reasonable examiner in deciding whether to issue the ’978 patent.

5. Whether the misrepresentation of the Gonzales article during prosecution of the ’633 patent would have been important to a reasonable examiner in deciding whether to issue the ’633 patent.

IV. DAMAGES

A. Cisco

1. To the extent that Cisco’s ONS products are found to infringe the ’763 patent, what damages would be adequate to compensate Telcordia.

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[2] The 1991 communications between Telcordia and France Telecom include the following:

Facsimile from P. Adam of France Telecom dated August 26, 1991.

Facsimile from B. Kittams to P. Adam dated September 4, 1991.

Memo from R. Lau and B. Kittams to T. Houdoin dated October 11, 1991.

Facsimile from T. Houdoin to B. Kittams to R. Lau dated October 14, 1991.

Facsimile from R. Lau and B. Kittams to T. Houdoin and J.Y. Cochennec dated October 16, 1991.

Undated memo from T. Houdoin to B. Kittams and R. Lau.

2. To the extent that Cisco's MGX, LightStream, Catalyst, IGX, IP Transfer Point, 7200, and 3600 products are found to infringe the '633 patent, what damages would be adequate to compensate Telcordia.

3. Whether the form of the appropriate measure of damages, if any, is an up-front, paid-up royalty or a running royalty.

4. To the extent that Cisco's ONS products are found to infringe the '763 patent and a running royalty is the appropriate measure of damages, what is the appropriate royalty base that Cisco and Telcordia would have negotiated at the time of the hypothetical negotiation

5. To the extent that Cisco's ONS products are found to infringe the '763 patent and a running royalty is the appropriate measure of damages, what is the reasonable royalty rate that Cisco and Telcordia would have negotiated at the time of the hypothetical negotiation.

6. To the extent that Cisco's MGX, LightStream, Catalyst, IGX, IP Transfer Point, 7200, and 3600 products are found to infringe the '633 patent and a running royalty is the appropriate measure of damages, what is the appropriate royalty base that Cisco and Telcordia would have negotiated at the time of the hypothetical negotiation.

7. To the extent that Cisco's MGX, LightStream, Catalyst, IGX, IP Transfer Point, 7200, and 3600 products are found to infringe the '633 patent and a running royalty is the appropriate measure of damages, what is the reasonable royalty rate that Cisco and Telcordia would have negotiated at the time of the hypothetical negotiation.

8. When any hypothetical negotiation between Telcordia and Cisco regarding the '763 patent would have taken place.

9. When any hypothetical negotiation between Telcordia and Cisco regarding the '633 patent would have taken place.

B. Lucent

1. To the extent that Lucent's DMX products are found to infringe the '763 patent, what is the appropriate royalty base that Lucent and Telcordia would have negotiated at the time of the hypothetical negotiation in April 2000.

2. To the extent that Lucent's DMX products are found to infringe the '763 patent, what is the reasonable royalty rate that Lucent and Telcordia would have negotiated at the time of the hypothetical negotiation in April 2000.

3. To the extent that Lucent's CBX, GX, and PSAX products are found to infringe the '633 patent, what is the appropriate royalty base that Lucent and Telcordia would have negotiated at the time of the hypothetical negotiation in April 2000.

4. To the extent that Lucent's CBX, GX, and PSAX products are found to infringe the '633 patent, what is the reasonable royalty rate that Lucent and Telcordia would have negotiated at the time of the hypothetical negotiation in April 2000.

5. When any hypothetical negotiation between Telcordia and Lucent regarding the '763 patent would have taken place.

6. When any hypothetical negotiation between Telcordia and Lucent regarding the '633 patent would have taken place.

C. Actual Notice

1. Cisco

a. Whether Telcordia provided Cisco with actual notice of the '763 patent prior to September 7, 2001.

b. Whether Telcordia provided Cisco with a specific charge of infringement of the '763 patent by a specific Cisco product prior to August 5, 2003.

c. Whether Telcordia provided Cisco with actual notice of the '633 patent prior to September 7, 2001.

d. Whether Telcordia provided Cisco with a specific charge of infringement of the '633 patent by a specific Cisco product prior to August 5, 2003.

2. Lucent

a. Whether Telcordia provided Lucent with actual notice of the '763 patent prior to filing its amended complaint on June 14, 2005.

b. Whether Telcordia provided Lucent with a specific charge of infringement of the '763 patent by a specific Lucent product prior to filing its amended complaint on June 14, 2005.

c. Whether Telcordia provided Lucent with actual notice of the '633 patent prior to filing its amended complaint on June 14, 2005.

d. Whether Telcordia provided Lucent with a specific charge of infringement of the '633 patent by a specific Lucent product prior to filing its amended complaint on June 14, 2005.

D. Constructive Notice

1. Whether licensees of the '763 patent mark their licensed products with the patent number.

2. Whether licensees of the '763 patent that have licensed products made for them under "have made" rights have such licensed products marked with the patent number.

3. Whether licensees of the '633 patent mark their licensed products with the patent number.

4. Whether licensees of the '633 patent that have licensed products made for them under "have made" rights have such licensed products marked with the patent.

E. Laches

1. Cisco

a. Whether Telcordia's delay in filing its complaint on July 16, 2004 and/or its amended complaint on June 14, 2005 against Cisco was unreasonable and inexcusable.

b. When Telcordia knew or should have known of the alleged infringement by Cisco or companies it acquired prior to filing its complaint on July 16, 2004 and its amended complaint on June 14, 2005.

c. Whether Telcordia's delay in asserting the patents gives rise to a presumption of laches because Telcordia knew or should have known of the alleged infringement by Cisco or companies it acquired more than six years prior to filing its complaint on July 16, 2004 and its amended complaint on June 14, 2005.

d. Whether Cisco suffered material economic prejudice as a result of Telcordia's delay in asserting the patents.

e. Whether Cisco suffered material evidentiary prejudice as a result of Telcordia's delay in asserting the patents.

2. Lucent

a. Whether Telcordia's delay in filing its complaint on July 16, 2004 and/or its amended complaint on June 14, 2005 against Lucent was unreasonable and inexcusable.

b. When Telcordia knew or should have known of the alleged infringement by Lucent or companies it acquired prior to filing its complaint on July 16, 2004 and its amended complaint on June 14, 2005.[3]

c. Whether Telcordia's delay in asserting the patents gives rise to a presumption of laches because Telcordia knew or should have known of the alleged infringement by Lucent or companies it acquired more than six years prior to filing its complaint on July 16, 2004 and its amended complaint on June 14, 2005.

d. Whether Lucent suffered material economic prejudice as a result of Telcordia's delay in asserting the patents.

e. Whether Lucent suffered material evidentiary prejudice as a result of Telcordia's delay in asserting the patents.

[3] Lucent is not asserting a defense of laches for the '633 patent.

V. EQUITABLE ESTOPPEL

A. Whether Telcordia's conduct at ANSI and/or ITU-T/CCITT misled Cisco to believe that Telcordia did not have patents relevant to the SRTS clock recovery technique in the AAL1 standards.

B. Whether Telcordia's conduct at ANSI, ITU-T/CCITT, and/or the ATM Forum misled Cisco to believe that Telcordia would not assert any patents based on compliance with the SRTS clock recovery technique in the AAL1 standards.

C. Whether Telcordia's conduct at ANSI, ITU-T/CCITT, and/or the ATM Forum misled Cisco to believe that Telcordia would license any patents relevant to the SRTS clock recovery technique in the AAL1 standards to the industry for free.

D. Whether Telcordia's conduct at ANSI, ITU-T/CCITT, and/or the ATM Forum misled Cisco to believe that Telcordia would license any patents relevant to the SRTS clock recovery technique in the AAL1 standards to the industry on reasonable and nondiscriminatory terms far less than those Telcordia is now seeking.

E. Whether Cisco relied on Telcordia's misleading conduct.

F. Whether Cisco suffered material prejudice based on its reliance on Telcordia's conduct.

VI. WILLFULNESS

A. Cisco

1. Whether Cisco had a substantial defense to infringement of the '763 patent and reasonably believed that the defense would be successful if litigated.

2. Whether Cisco exercised due care regarding the '763 patent after it acquired notice of the patent.

3. Whether Cisco formed a good-faith belief that the '763 patent was invalid or unenforceable or that it was not infringed.

4. Whether Cisco tried to cover up any activities accused of infringing the '763 patent.

5. Whether Cisco had a substantial defense to infringement of the '633 patent and reasonably believed that the defense would be successful if litigated.

6. Whether Cisco exercised due care regarding the '633 patent after it acquired notice of the patent.

7. Whether Cisco formed a good-faith belief that the ’633 patent was invalid or unenforceable or that it was not infringed.

8. Whether Cisco tried to cover up any activities accused of infringing the ’633 patent.

9. In the event that willful infringement is found, whether enhanced damages are warranted under 35 U.S.C. § 284.

B. Lucent

1. Whether Lucent had a substantial defense to infringement of the ’633 patent and reasonably believed that the defense would be successful if litigated.

2. Whether Lucent exercised due care regarding the ’633 patent after it acquired notice of the patent.

3. Whether Lucent formed a good-faith belief that the ’633 patent was invalid or unenforceable or that it was not infringed.

4. Whether Lucent tried to cover up any activities accused of infringing the ’633 patent.

5. In the event that willful infringement is found, whether enhanced damages are warranted under 35 U.S.C. § 284.

VII. PATENT MISUSE

A. Whether Telcordia’s infringement allegations against Cisco impermissibly broaden the scope of its patent monopoly.

VIII. PERMANENT INJUNCTION

A. Whether Telcordia has suffered irreparable harm as a result of Cisco’s and/or Lucent’s alleged infringement.

B. Whether the remedies available at law, such as monetary damages, are adequate to compensate Telcordia for any injury resulting from Defendants’ alleged infringement.

C. Whether the balance of hardships warrants a permanent injunction.

D. Whether the public interest will be disserved by a permanent injunction.

CONTESTED ISSUES OF LAW

I. NON-INFRINGEMENT

A. Generally

Infringement involves a two-step analysis. *See, e.g., Cook Biotech v. Acell, Inc.*, 460 F.3d 1365, 1372 (Fed. Cir. 2006). First, the Court must construe the disputed claims as a matter of law. *Id.* Second, the fact finder must compare the properly construed claims to the accused products. *Id.*

The plaintiff bears the burden of proving by a preponderance of the evidence that every limitation of an asserted claim is present, either literally or by equivalents, in the accused product. *See, e.g., Cross Med. Prods., Inc. v. Medtronic Sofamor Danek, Inc.*, 424 F.3d 1293, 1310 (Fed. Cir. 2004); *Nomos Corp. v. Brainlab, Inc.*, 239 F. Supp. 2d 430, 434 (D. Del. 2003).

An accused infringer has no burden of proving non-infringement. *See, e.g., Under Sea Indus., Inc. v. Dacor Corp.*, 833 F.2d 1551, 1557 (Fed. Cir. 1988).

B. Literal Infringement

Literal infringement "requires that each and every limitation set forth in a claim appear in an accused product." *Cross*, 424 F.3d at 1310. Every claim limitation is material and must be present in the accused product. *See Unique Concepts, Inc. v. Brown*, 939 F.2d 1558, 1562 (Fed. Cir. 1991).

"[A] device does not infringe simply because it is possible to alter it in a way that would satisfy all the limitations of a patent claim." *High Tech Med. Instrumentation, Inc. v. New Image Indus., Inc.*, 49 F.3d 1551, 1555 (Fed. Cir. 1995); *Lucent Techs., Inc. v. Newbridge Networks Corp.*, 168 F. Supp. 2d 181, 225 (D. Del. 2001) ("That a device could have been made to do something else does not of itself establish infringement.").

C. Doctrine of Equivalents Infringement

Infringement under the doctrine of equivalents requires that the accused product contain each limitation of the claim or its equivalent. *Warner-Jenkinson Co. v. Hilton Davis Chem. Co.*, 520 U.S. 17, 40 (1997). An element in the accused product is equivalent to a claim limitation if the differences between the two are insubstantial. *See id.* The infringement analysis for doctrine of equivalents focuses on whether the element in the accused product "performs substantially the same function in substantially the same way to obtain substantially the same result" as the claim limitation. *Graver Tank & Mfg. Co. v. Linde Air Prods. Co.*, 339 U.S. 605, 608 (1950).

The Federal Circuit has articulated specific rules for establishing infringement under the doctrine of equivalents. *See nCUBE Corp. v. SeaChange Int'l, Inc.*, 436 F.3d 1317, 1325 (Fed. Cir. 2006). Plaintiff must set forth "*evidence* and *argument* concerning the doctrine and *each* of its *elements.*'" *Id.* (emphasis in original). In particular, plaintiff must provide "particularized testimony and linking argument as to the 'insubstantiality of the differences' between the claimed invention and the accused device or process, or with respect to the function, way, result test when such evidence is presented to support a finding of infringement under the doctrine of equivalents." *Texas Instr. v. Cypress Semiconductor Corp.*, 90 F.3d 1558, 1567 (Fed. Cir. 1996).

Particularized linking testimony and argument "must be presented on a limitation-by-limitation basis" and "[g]eneralized testimony as to the overall similarity between the claims and the accused infringer's product or process will not suffice." *Id.* Further, evidence on DOE "cannot merely be subsumed in plaintiff's case of literal infringement." *nCUBE*, 436 F.3d at 1325.

D. Infringement of Means-Plus-Function Claims

Claims 1, 2, 7, and 8 of the '763 patent and claim 11 of the '633 patent are written in means-plus-function format pursuant to 35 U.S.C. § 112 ¶ 6. Determining infringement of means-plus-function claim requires: (1) identifying the claimed function of the element; (2) identifying the corresponding structure in the patent that performs that function; (3) performing a function-to-function comparison to determine if the accused products have the identical function as the claim element; and (4) performing a structure-to-structure comparison to determine if the accused products have identical or equivalent structure as that described in the patent. *See, e.g., Med. Instrumentation and Diagnostic Corp. v. Elekta AB*, 344 F.3d 1205, 1211 (Fed. Cir. 2003).

Infringement of a means-plus-function claim "requires that the relevant structure in the accused device . . . be identical or equivalent to the corresponding structure in the specification." *CytoLogix Corp. v. Ventana Med. Sys., Inc.*, 424 F.3d 1168, 1178 (Fed. Cir. 2005). It is insufficient for the plaintiff to "present testimony 'based only on a functional, not a structural, analysis.'" *Id.*

E. Direct Infringement

Direct infringement requires the presence of each element of the asserted claim. *See Cross Med. Prods.*, 424 F.3d at 1310. A method claim is not directly infringed by the mere manufacture and sale of the product capable of performing that method. *See, e.g., Joy Techs., Inc. v. Flakt, Inc.*, 6 F.3d 770, 773 (Fed. Cir. 1993). A method claim can only be directly infringed when the method is actually performed by the product user. *Id.* at 773-74.

F. Indirect Infringement

A plaintiff that alleges that a defendant is liable for indirect infringement, either induced infringement or contributory infringement, always has the burden of establishing direct infringement. *See Dynacore Holdings Corp. v. U.S. Philips Corp.*, 363 F.3d 1263, 1272 (Fed. Cir. 2004) ("Indirect infringement, whether inducement to infringe or contributory infringement, can only arise in the presence of direct infringement."). Upon a failure of proof of direct infringement, any claim of indirect infringement also fails. *See Epcon Gas Sys. v. Bauer Compressors, Inc.*, 279 F.3d 1022, 1033 (Fed. Cir. 2002); *DSU Med. Corp. v. JMS Co.*, 471 F.3d 1293, 1303 (Fed. Cir. 2006) ("[T]he patentee always has the burden to show direct infringement for each instance of indirect infringement.").

1. Induced Infringement

35 U.S.C. § 271(b) provides that "[w]hoever actively induced infringement of a patent shall be liable as an infringer." To establish induced infringement, a plaintiff must prove that a defendant "actively and *knowingly* aid[ed] and abett[ed] another's direct infringement." *DSU Med.*, 471 F.3d at 1305 (*en banc*).

The Federal Circuit recently explained that, to establish induced infringement, "knowledge of the acts alleged to constitute infringement" is not enough. *Id.* Rather, "[t]he plaintiff has the burden of showing that the alleged infringer's actions induced infringing acts and that he knew or should have known his actions would induce actual infringements." *Id.* at 1304. "The requirement that the alleged infringer knew or should have known his actions would induce actual infringement necessarily includes the requirement that he or she knew of the patent." *Id.*

Active inducement requires the plaintiff to establish that defendant caused, urged, encouraged, or aided a third-party's infringement of a patent. *See Tegal Corp. v. Tokyo Electron Co.*, 248 F.3d 1376, 1379-80 (Fed. Cir. 2001).

2. Contributory infringement

Section 271(c) provides that "[w]hoever offers to sell or sells . . . a component of a patented machine, manufacture, combination or

composition . . . constituting a material part of the invention, *knowing* the same to be especially made or especially adapted for use in an infringement of such patent, and not a staple article or commodity of commerce suitable for substantial noninfringing use, shall be liable as a contributory infringer" (emphasis added).

The Supreme Court has held that establishing contributory infringement "require[s] a showing that the alleged contributory infringer *knew* that the combination for which his component was especially designed was both patented and infringing." *Aro Mfg. Co. v. Convertible Top Replacement Co.*, 377 U.S. 476, 488 (1964).

To establish contributory infringement, a plaintiff must establish that (1) "the alleged contributory infringer *knew* that the combination for which his component was especially designed was both patented and infringing," and (2) the accused product has no substantial non-infringing uses. *Aro*, 377 U.S. at 488. A substantial non-infringing use is any non-infringing use that is not fanciful or concocted merely for purposes of litigation. *Dawson Chem. Co. v. Rohm & Hass Co.*, 448 U.S. 176, 198 (1980).

II. INVALIDITY

A. Anticipation

Defendant must establish that a claim is invalid as anticipated by clear and convincing evidence. *See Schumer v. Lab. Computer Sys., Inc.*, 308 F.3d 1304, 1315 (Fed. Cir. 2002). A patent claim is invalid as anticipated if "the invention was . . . described in a printed publication in this or a foreign country, before the invention thereof by the applicant for patent." 35 U.S.C. § 102(a). A patent claim is also invalid as anticipated if "the invention was patented or described in a printed publication in this or a foreign country . . . more than one year prior to the date of the application for patent in the United States." 35 U.S.C. § 102(b). Whether a specific document constitutes a publication under 35 U.S.C. § 102 is a question of law. *See Constant v. Advanced Micro Devices, Inc.*, 848 F.2d 1560, 1568 (Fed. Cir. 1988).

"A claim is anticipated if each and every limitation is found either expressly or inherently in a single prior art reference." *Celeritas Techs., Ltd. v. Rockwell*, 150 F.3d 1354, 1361 (Fed. Cir. 1998); *accord Telemac Cellular Corp. v. Topp Telecom, Inc.*, 247 F.3d 1316, 1327 (Fed. Cir. 2001). Whether a claimed invention is anticipated by prior art reference is a question of fact. *See Sentry Protection Prods., Inc. v. Eagle Mfg. Co.*, 400 F.3d 910, 914 (Fed. Cir. 2005).

"To invalidate a patent by anticipation, a prior art reference normally needs to disclose each and every limitation of the claim. . . . However, a prior art reference may anticipate when the claim limitation or limitations not expressly found in that reference are nonetheless inherent in it." *Atlas Powder Co. v. Ireco Inc.*, 190 F.3d. 1342, 1347 (Fed. Cir. 1999) ("Under the principles of inherency, if the prior art necessarily functions in accordance with, or includes, the claimed limitations, it anticipates.").

The inherent teachings of a prior art reference is a question of fact. *In re Napier*, 55 F.3d 610, 613 (Fed. Cir. 1995); *Hazani v. U.S. Int'l Trade Comm'n*, 126 F.3d 1473, 1477 (Fed. Cir. 1997). "[A]nticipation does not require that a person of ordinary skill in the art at the time would have recognized the inherent disclosure." *Schering Corp. v. Geneva Pharms., Inc.*, 339 F.3d 1373, 1377 (Fed. Cir. 2003). Further, inherency "accommodates situations where the common knowledge of technologists is not recorded in the reference; that is, where technological facts are known to those in the field of the invention, albeit not known to judges." *Continental Can Co. USA, Inc. v. Monsanto Co.*, 948 F.2d 1264, 1269 (Fed. Cir. 1991). "[R]ecourse to extrinsic evidence is proper to determine whether a feature, while not explicitly discussed, is necessarily present in a reference." *Telemac*, 247 F.3d at 1328. "A reference anticipates a claim if it discloses the claimed invention such that a skilled artisan could take its teachings in combination with his own knowledge of the particular art and be in possession of the invention." *In re Graves*, 69 F.3d 1147, 1152 (Fed. Cir. 1996) (emphasis removed).

"Material not explicitly contained in the single, prior art document may still be considered for purposes of anticipation if that material is incorporated by reference into the document." *Advanced Display Sys., Inc. v. Kent State Univ.*, 212 F.3d 1272, 1282 (Fed. Cir. 2000). Incorporating by reference may be performed "by citing such material in a manner that makes clear that the material is effectively part of the host document as if it were explicitly contained therein." *Id.* "When a document is 'incorporated by reference' into a host document, such as a patent, the referenced document becomes effectively part of the host document as if it were explicitly contained therein." *Telemac*, 247 F.3d at 1329.

"Teaching away is irrelevant to anticipation." *SeaChange Int'l Inc. v. C-COR Corp.*, 413 F.3d 1361, 1380 (Fed. Cir. 2005). Rather, "it is well settled that a prior art reference is relevant for all that it teaches to those of ordinary skill in the art." *See In re Fritch*, 972 F.2d 1260, 1264 (Fed. Cir. 1992).

B. Obviousness

A claim is invalid "if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains." 35 U.S.C. § 103(a). "The ultimate test of patent validity is one of law . . . but resolution of the obviousness issue necessarily entails several basic factual inquiries." *Sakraida v. AG Pro, Inc.*, 425 U.S. 273, 280 (1976). Under Section 103, "the scope and content of the prior art are to be determined; differences between the prior art and the claims at issue are to be ascertained; and the level of ordinary skill in the pertinent art are resolved." *Graham v. John Deere Co.*, 383 U.S. 1, 17 (1966). Secondary considerations such as "commercial success, long felt but unsolved needs, failure of others, etc., might be utilized to give light to the circumstances surrounding the origin of the subject matter sought to be patented. As indicia of obviousness or nonobviousness, these inquiries may have relevancy." *Id.* at 17-18.

A patent claim that "simply arranges old elements with each performing the same function it had been known to perform, although perhaps producing a more striking result than in previous combinations . . . [is] not patentable under standards appropriate for a combination patent." *Sakraida*, 425 U.S. at 282.

C. Best Mode

Compliance with the best mode requirement is a question of fact. *See United States Gypsum Co. v. National Gypsum Co.*, 74 F.3d 1209, 1212-13 (Fed. Cir. 1996). A defendant must establish a best mode violation by clear and convincing evidence. The best mode legal test has two prongs. "First, it must be determined whether, at the time the patent application was filed, the inventor had a best mode of practicing the claimed invention." *Id.* at 1212. "Second, if the inventor had a best mode of practicing the claimed invention, it must be determined whether the specification adequately disclosed what the inventor contemplated as the best mode so that those having ordinary skill in the art could practice it." *Id*.

An inventor's mistake in failing to disclose a preferred mode of practicing the invention constitutes a best mode violation. *See, e.g.*, *Graco, Inc. v. Binks Mfg. Co.*, 60 F.3d 785, 789 (Fed. Cir. 1995).

D. Conception and Reduction to Practice

Conception is a question of law predicated on underlying facts. *See Singh v. Brake*, 317 F.3d 1334, 1340 (Fed. Cir. 2003). "Conception must include every feature or limitation of the claimed invention." *Kridl v. McCormick*, 105 F.3d 1446, 1449 (Fed. Cir. 1997).

"[I]n establishing conception, a party must show possession of every feature recited in the [claim], and that every limitation of the [claim] must have been known to the inventor at the time of the alleged conception." *Coleman v. Dines*, 754 F.2d 353, 359 (Fed. Cir. 1985). "Conception must be proved by corroborating evidence which shows that the inventor disclosed to others his 'complete thought expressed in such clear terms as to enable those skilled in the art' to make the invention." *Kridl*, 105 F.3d at 1449-50.

"[A]n inventor's testimonial assertions of inventive facts require corroboration by independent evidence." *Brown v. Barbacid*, 276 F.3d 1327, 1335 (Fed. Cir. 2002). "[U]nwitnessed laboratory notebooks on their own are insufficient to support [a] claim of [ ] inventorship." *Stern v. Trustees of Columbia Univ.*, 434 F.3d 1375, 1378 (Fed. Cir. 2006). "Corroboration is required to support an inventor's testimony regarding his reasonable diligence in pursuit of the invention." *In re Jolley*, 308 F.3d 1317, 1328 (Fed. Cir. 2002).

"The evidence must show that the alleged earlier inventor was diligent throughout the entire critical period." *Monsanto v. Mycogen*, 261 F.3d 1356, 1369 (Fed. Cir. 2001). To show diligence, one must show "reasonably continuing activity to reduce the invention to practice." *Brown v. Barbacid*, 436 F.3d 1376, 1380 (Fed. Cir. 2006). An inventor has not exercised reasonable diligence when there is unexplained inactivity for a period of time. *See, e.g.*, *Griffith v. Kanamru*, 816 F.2d 624, 627 (Fed. Cir. 1987).

E. Indefiniteness

Section 112 ¶ 2 provides that "[t]he specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention." The definiteness requirement applies to claims written in means-plus-function format. A "structure disclosed in the specification qualifies as 'corresponding' structure *only if the specification or prosecution history clearly links or associates that structure to the function recited in the claim*." *Default Proof Credit Card Sys., Inc. v. Home Depot, Inc.*, 412 F.3d 1291, 1298 (Fed. Cir. 2005). Accordingly, in a means-plus-function claim when "an applicant fails to set forth an adequate disclosure, the applicant has in effect failed to particularly point out and distinctly claim the invention as required by the second paragraph of section 112." *Id.*

The knowledge of "one of ordinary skill in the art cannot supplant the total absence of structure from the specification." *Default Proof*, 412 F.3d at 1302. "It is not proper to look to the knowledge of one skilled in the art apart from and unconnected to the disclosure of the patent." *Medical Instrum. & Diagnostics Corp. v. Elekta AB*, 344 F.3d 1205, 1212 (Fed. Cir. 2003).

F. Inventorship

A patent is invalid if the named inventor "did not himself invent the subject matter sought to be patented." 35 U.S.C. § 102(f). Misjoinder of inventors must be proven by clear and convincing evidence. *See Pannu v. Iolab Corp.*, 155 F.3d 1344, 1349 (Fed. Cir. 1998). To be a joint inventor "[o]ne need not alone conceive of the entire invention, for this would obviate the concept of joint inventorship. However, a joint inventor must contribute in some significant manner to the conception of the invention." *Fina Oil and Chem. Co. v. Ewen*, 123 F.3d 1466, 1473 (Fed. Cir. 1997). Nonjoinder of a proper inventor may not be corrected when failure to name such an inventor occurred with deceptive intent. *Pannu*, 155 F.3d at 1351.

"A co-inventor need not make a contribution to every claim of a patent." *Ethicon, Inc. v. U.S. Surgical Corp.*, 135 F.3d 1456, 1460 (Fed. Cir. 1998). A contribution to one claim is enough. *See id.* Individuals can be joint inventors even though they did not physically work together. *See Pannu*, 155 F.3d at 1351.

G. Derivation

"[S]ubject matter derived from another not only is itself unpatentable to the party who derived it under § 102(f), but, when combined with other prior art, may make a resulting obvious invention unpatentable to that party under a combination of §§ 102(f) and 103." *Oddzon Prods., Inc. v. Just Toys, Inc.*, 122 F.3d 1396, 1403 (Fed. Cir. 1997).

III. INEQUITABLE CONDUCT

"Inequitable conduct resides in failure to disclose material information, or submission of false material information, with an intent to deceive, and those two elements, materiality and intent, must be proven by clear and convincing evidence." *Kingsdown Med. Consultants, Ltd. v. Hollister Inc.*, 863 F.2d 867, 872 (Fed. Cir. 1988) (en banc); *accord Critikon, Inc. v. Becton Dickinson Vascular Access, Inc.*, 120 F.3d 1253, 1256 (Fed. Cir. 1997). "Failure to disclose material information during the patent procurement process or the submission of material false information, with the intent to mislead or deceive the patent examiner into granting the patent, may render the patent permanently unenforceable." *Glaverbel Societe Anonyme v. Northlake Marketing & Supply, Inc*., 45 F.3d 1550, 1556 (Fed. Cir. 1995). "Although the practical effect is generally the same, inequitable conduct renders a patent unenforceable rather than invalid." *Ulead Systems, Inc. v. Computer & Management Corp*., 351 F.3d 1139, 1150 (Fed. Cir. 2003).

"[I]nequitable conduct with respect to one claim renders the entire patent unenforceable." *Baxter Int'l, Inc. v. McGaw, Inc*., 149 F.3d 1321, 1332 (Fed. Cir. 1998). For patent applications filed prior to January 17, 1992, materiality must be shown by establishing that "a reasonable examiner would consider the withheld prior art important in deciding whether to issue the patent." *Merck & Co., Inc. v. Danbury Pharmacal, Inc*., 873 F.2d 1418, 1421 (Fed. Cir. 1989); *accord Halliburton Co. v. Schlumberger Tech. Corp*., 925 F.2d 1435, 1441 (Fed. Cir. 1991) (citing 37 C.F.R. § 1.56 (1989)). For patent applications filed after January 17, 1992, "information [is] material to patentability when: it is not cumulative to information already of record or being made of record in the application, and (1) it establishes, by itself or in combination with other information, a prima facie case of unpatentability of a claim; or (2) it refutes, or is inconsistent with, a position the applicant takes in: (i) opposing an argument of unpatentability relied on by the Office, or (ii) asserting an argument of patentability." *Agfa Corp v. Creo Prods. Inc*., 451 F.3d 1366, 1377 (Fed. Cir. 2006); 37 C.F.R. § 1.56. The current standard does not replace the pre-1992 "reasonable examiner" standard. *Digital Control Inc. v. Charles Machine Works*, 437 F.3d 1309, 1316 (Fed. Cir. 2006) ("'[T]he reasonable examiner' standard and our case law interpreting that standard were not supplanted by the PTO's adoption of a new Rule 56.").

"[A]n applicant need not disclose a material reference if it is cumulative to or less material than those already before the examiner." *LNP Engineering Plastics, Inc. v. Miller Waste Mills, Inc*., 275 F.3d 1347, 1360 (Fed. Cir. 2001). "A withheld reference may be highly material when it discloses a more complete combination of relevant features, even if those features are before the patent examiner in other references." *Semiconductor Energy Lab. Co., Ltd. v. Samsung Electronics Co., Ltd*., 204 F.3d 1368, 1374 (Fed. Cir. 2000).

"Intent need not, and rarely can, be proven by direct evidence. It is most often proven by 'a showing of acts the natural consequences of which are presumably intended by the actor.'" *Merck*, 873 F.2d at 1422. "To satisfy the intent to deceive element of inequitable conduct, 'the involved conduct, viewed in light of all the evidence, including evidence indicative of good faith, must indicate sufficient culpability to require a finding of intent to deceive. However, 'smoking gun' evidence is not required in order to establish an intent to deceive.' Rather, this element of inequitable conduct, must generally be inferred from the facts and circumstances surrounding the applicant's overall conduct." *Paragon Podiatry Lab., Inc. v. Klm Labs., Inc*., 984 F.2d 1182, 1189-90 (Fed. Cir. 1993).

"The more material the omission or the misrepresentation, the lower the level of intent required to establish inequitable conduct, and vice versa." *Critikon, Inc. v. Becton Dickinson Vascular Access, Inc*., 120 F.3d 1253, 1256 (Fed. Cir. 1997). A fact finder may "infer deceptive intent based on a showing that a patentee withheld references with which it was intimately familiar and which were inconsistent with its own patentability arguments to the PTO." *Agfa*, 451 F.3d at 1378.

An applicant cannot cure inequitable conduct conducted in the prosecution of a patent by submitting withheld information during the prosecution of a reissue of that patent. *See Hewlett-Packard Co. v. Bausch & Lomb, Inc*., 882 F.2d 1556, 1564 (Fed. Cir. 1989) ("It is well settled that, in the reverse case of inequitable conduct during the prosecution of the original application, reissue is not available to obtain new claims and thereby rehabilitate the patent."); *Bristol-Myers Squibb Co. v. Rhone-Poulenc Rorer, Inc*., 326 F.3d 1226, 1236-37 (Fed. Cir. 2003) (The "district court did not clearly err in finding that [an] article was material notwithstanding [a PTO] Examiner's decision to issue [a] reissue patent after [the patentee] disclosed the . . . article to the PTO.").

The withheld information need not qualify as prior art in order to have been material. *See Dayco Prods., Inc. v. Total Containment, Inc*., 329 F.3d 1358, 1363 (Fed. Cir. 2003) ("Information did not need to be prior art in order to be material, but instead embraced any information that a reasonable examiner would substantially likely consider important in deciding whether to allow an application to issue as a patent.").

"As a critical requirement for obtaining a patent, inventorship is material." *PerSeptive Biosystems, Inc. v. Pharmacia Biotech, Inc*., 225 F.3d 1315, 1321 (Fed. Cir. 2000) (citing 35 U.S.C. § 102(f) (1994) ("A person shall be entitled to a patent unless . . . he himself did not invent the subject matter sought to be patented."); 35 U.S.C. § 116 ("When an invention is made by two or more persons jointly, they shall apply for a patent jointly.")).

> Examiners are required to reject applications under 35 U.S.C. § 102(f) on the basis of improper inventorship. *See* Manual of Patent Examining Procedure § 2137.01 (hereinafter "MPEP"). Accordingly, the Manual of Patent Examining Procedure details the 'rules' of inventorship to be used by examiners, *see id.*, and specifically notes that information about inventorship is material under 37 C.F.R. § 1.56, see MPEP § 2001.06(c) (inventorship disputes are material information); MPEP § 2004 (suggesting that applicants carefully consider inventorship in the duty to disclose context).

Id.

IV. DAMAGES

"Upon finding for the claimant the court shall award the claimant damages adequate to compensate for the infringement, but in no event less than a reasonable royalty for the use made of the invention by the infringer, together with interest and costs as fixed by the court." 35 U.S.C. § 284. "Adequate to compensate" means that the damages arrived at must be reasonable under the circumstances — *i.e.*, the damages must be a close approximation of what would be "adequate to compensate" for the "use made of the invention by the infringer." *Applied Med. Res. Corp. v. U.S. Surgical Corp.*, 435 F.3d 1356, 1361 (Fed. Cir. 2006). A patentee must prove damages by a preponderance of the evidence. *See Proctor & Gamble Co. v. Paragon Trade Brands*, 989 F. Supp. 547, 599 (D. Del. 1997). A patentee is only entitled to damages adequate to compensate for infringing articles or activities. *See, e.g., DSU Med. Corp. v. JMS Co., Ltd.*, 296 F. Supp. 2d 1140, 1159 (N.D. Cal. 2003).

A. Reasonable Royalty

> "A reasonable royalty is the amount that 'a person, desiring to manufacture [, use, or] sell a patented article, as a business proposition, would be willing to pay as a royalty and yet be able to make [, use, or] sell the patented article, in the market, at a reasonable profit.'" *Applied Med. Resources Corp. v. U.S. Surgical Corp.*, 435 F.3d 1356, 1361 (Fed. Cir. 2006). The purpose of a reasonable royalty is "to determine the amount necessary to adequately compensate for an infringement." *Maxwell v. J. Baker, Inc.*, 86 F.3d 1098, 1109 (Fed. Cir. 1996). It is assumed that both parties "would have known all relevant information" at the time of the hypothetical negotiation. *Proctor & Gamble*, 989 F. Supp. at 604.
>
> Although a reasonable royalty determination "necessarily involves an element of approximation and uncertainty, a trier of fact must have some factual basis for a determination of a reasonable royalty. Any rate determined by the trier of fact must be supported by relevant evidence in the record." *Unisplay S.A. v. American Electronic Sign Co.*, 69 F.3d 512, 517 (Fed. Cir. 1995).

The hypothetical negotiation framework itself assumes that the alleged infringer would have known that the patent was valid, enforceable, and *infringed*, and thus inherently "compensates for the infringement." *See, e.g., Mahurkar v. C.R. Bard, Inc.*, 79 F.3d 1572, 1580-81 (Fed. Cir. 1996) (holding that reasonable royalty may not be increased by a "kicker" to account for litigation expenses and costs).

Courts have identified fifteen non-exclusive "Georgia Pacific" factors to consider when determining a royalty rate:

1. The royalties received by the patentee for the licensing of the patent in suit, proving or tending to prove an established royalty.

2. The rates paid by the licensee for the use of other patents comparable to the patent in suit.

3. The nature and scope of the license, as exclusive or non-exclusive, or as reacted or non-restricted in terms of territory or with respect to whom the manufactured product may be sold.

4. The licensor's established policy and marketing program to maintain his patent monopoly by not licensing others to use the invention or by granting licenses under special conditions designed to preserve that monopoly.

5. The commercial relationship between the licensor and licensee, such as, whether they are competitors in the same territory in the same line of business; or whether they are inventor and promoter.

6. The effect of selling the patented specialty in promoting sales of other products of the licensee; the existing value of the invention to the licensor as a generator of sales of his non-patented items; and the extent of such derivative or convoyed sales.

7. The duration of the patent and the term of the license.

8. The established profitability of the product made under the patent; its commercial success; and its current popularity.

9. The utility and advantages of the patented invention over the old modes or devices, if any, that had been used for working out similar results.

10. The nature of the patented property; the character of the commercial embodiment of it as owned and produced by the licensor; and the benefits to those who have used the invention.

11. The extent to which the infringer has made use of the invention and any evidence probative of the value of that use.

12. The portion of the profit or of the selling price that may be customary in the particular business or in comparable businesses to allow for the use of the invention or analogous inventions.

13. The portion of the realizable profit that should be credited to the invention as distinguished from non-patented elements, the manufacturing process, business risks, or significant features or improvements added by the infringer.

14. The opinion testimony of qualified experts.

15. The amount that a licensor (such as the patentee) and a licensee (such as an infringer) would have agreed upon (at the time the infringement began) if both had been reasonably and voluntarily trying to reach an agreement; that is, the amount which a prudent licensee — who desired, as a business proposition, to obtain a license to manufacture and sell a particular article embodying the patented invention — would have been willing to pay as a royalty and yet make a reasonable profit and which amount would have been acceptable by a prudent patentee who was willing to grant a license.

Georgia-Pacific Corp. v. U.S. Plywood Corp., 318 F. Supp. 1116, 1120 (1970).

Although the hypothetical negotiation must be viewed as occurring on the eve of the first infringement, courts will admit some evidence of events subsequent to that date, under what is called the "book of wisdom" approach. *Sinclair Refining Co. v. Jenkins Petroleum Co.*, 289 U.S. 689 (1933). However, the book of wisdom approach cannot be used to change the parties to the negotiation or ignore the date of the negotiation. *See, e.g., Riles v. Shell Exploration & Production*, 298 F.3d 1302, 1313 (Fed. Cir. 2002) ("A reasonable royalty determination for purposes of making a damages evaluation for patent infringement must relate to the time infringement occurred, and not be an after-the-fact assessment.").

B. Notice

"The amount of damages the patentee can recover in an infringement suit is statutorily limited to those acts of infringement that occurred *after* the patentee gave the alleged infringer 'notice of infringement.'" *Gart v. Logitech*, 254 F.3d 1334, 1345 (Fed. Cir. 2001) (emphasis added). The notice requirement is designed to assure that the accused infringer knew of the adverse patent and the alleged infringement during the period in which its liability accrues. *See SRI Int'l, Inc. v. Advanced Tech Labs., Inc.*, 127 F.3d 1462, 1470 (Fed. Cir. 1997). Under 35 U.S.C. § 287, there are two types of notice: (1) actual notice and (2) constructive notice. *Gart*, 254 F.3d at 1345. Plaintiff bears the burden of pleading and proving that it complied with Section 287. *See Maxwell v. J. Baker, Inc.*, 86 F.3d 1098, 1111 (Fed. Cir. 1996); *Motorola, Inc. v. United Sates*, 729 F.2d 765, 770 (Fed. Cir. 1984). Compliance with the notice provision is a question of fact. *Maxwell*, 86 F.3d at 1111.

Actual notice "requires the affirmative communication of a specific charge of infringement by a specific accused product or device." *Amsted Indus. Inc. v. Buckeye Steel Castings Co.*, 24 F.3d 178, 187 (Fed. Cir. 1994). Actual notice must be "'the infringement' not merely notice of the patent's existence or ownership." *Id.* Further, "notice under section 287 must focus on the action of the patentee, not the knowledge or understanding of the infringer." *Id.* A letter informing an industry organization about the existence of patent and its potential applicability to a standard does not constitute notice under Section 287. *AT&T Corp. v. Microsoft Corp.*, 290 F. Supp. 2d 409, 415 (S.D.N.Y 2003); *GTE Wireless, Inc. v. Qualcomm, Inc.*, 192 F.R.D. 284, 288 (S.D. Cal. 2000).

Notice to the public by marking any patented article is required by 35 U.S.C. § 287(a). Section 287 provides that "*[p]atentees, and persons making*, offering for sale, or selling within the United States *any patented article for or under them*, or importing any patented article into the United States, may give notice to the public that the same is patented, either by fixing thereon the word "patent" or the abbreviation "pat.", together with the number of the patent . . . . In the event of failure so to mark, no damages shall be recovered by the patentee in any action for infringement, except on proof that the infringer was notified of the infringement and continued to infringe thereafter."

A licensee who makes or sells a licensed product does so "for or under" the patentee, thereby limiting the patentee's damage recovery when the licensed product is not marked. *See Devices for Medicine, Inc. v. Boehl*, 822 F.2d 1062, 1066 (Fed. Cir. 1987). Failure to mark a licensed product by the licensee extends to products that were manufactured on behalf of the licensee. *See Amsted*, 24 F.3d at 185. Because the purpose of section 287 is "to encourage the patentee to give notice to the public of the patent," *AMS*, 6 F.3d at 1538, "there is no reason why section 287 should only apply to express licensees and not to implied licensees." *Amsted*, 24 F.3d at 185. "Thus, licensees . . . and other authorized parties, such as [licensee's] manufacturers, must also comply" with the marking

requirement. *Maxwell*, 86 F.3d at 1111. The reason for this rule is straightforward: "Production of the article for the use of the licensee is production under the license." *Southwire Co. v. USITC*, 629 F.2d 1332, 1338 (C.C.P.A. 1980).

A patentee must make take efforts to ensure that that licensees comply with the marking requirement. *See id.* at 1112. The requirement that a patentee take steps to enforce marking by its licensees is consistent with Section 287(a)'s purpose of "provid[ing] notice to the public of the existence of the patent and to prevent innocent infringement." *Id.*

C. Laches

"Laches is cognizable under 35 U.S.C. § 282 as an equitable defense to a claim for patent infringement." *A.C. Aukerman Co. v. R.L. Chaides Constr. Co.*, 960 F.2d 1020, 1028 (Fed. Cir. 1992) (*en banc*). When an alleged infringer establishes laches, the patentee may not recover damages for infringement occurring prior to the filing of the lawsuit. *Id.* at 1041. Laches is defined generally as a "slackness or carelessness towards duty or opportunity." *Id.* at 1028.

To establish laches, an alleged infringer must show by a preponderance of the evidence that (1) the patentee delayed filing suit for an unreasonable and inexcusable length of time from the time the patentee knew or reasonably should have known of its claim against the alleged infringer; and (2) the delay operated to the prejudice or injury of the alleged infringer. *See Wanlass Int'l Inc. v. General Elec. Co.*, 148 F.3d 1334, 1337 (Fed. Cir. 1998); *Aukerman*, 960 F.2d at 1045. A presumption of unreasonable delay and prejudice arises when a patentee fails to bring suit within six years after the patentee knew or should have known of the potential infringement. *See Aukerman*, 960 F.2d at 1037. When the presumption applies, unreasonable delay and prejudice "must be inferred, absent rebuttal evidence." *Id.* If the patentee has delayed for more than six years in filing suit, the presumption of laches applies, creating a prima facie defense of laches. *Id.* In order to rebut the presumption of laches, the patentee must proffer competent evidence that the delay was not unreasonable and that the alleged infringer was not prejudiced. *Id.*

With regard to the notice prong of the laches defense, the patentee's "period of delay begins at the time the patentee has actual or constructive knowledge of the defendant's potentially infringing activities." *Wanlass*, 148 F.3d at 1337. Courts have found that the patentee has constructive knowledge where a defendant conducts pervasive, open and notorious activities that a reasonable patentee would suspect were infringing. *Id.* at 1338 (noting that this includes actual knowledge of "sales, marketing, publication, or public use of a product similar to or embodying technology similar to the patented invention, or published descriptions of the defendant's potentially infringing activities"). Constructive knowledge may also be imputed to the patentee where the defendant's sales and marketing activities or

public uses of allegedly infringing technology "are sufficiently prevalent in the inventor's field of endeavor." *Id.*

With regard to the prejudice prong of the laches defense, prejudice "is defined to be either economic or evidentiary prejudice." *Genzyme Corp. v. Atrium Med. Corp.*, 2003 U.S. Dist. LEXIS 12784, *10 (D. Del. 2003). "Economic prejudice requires a change in the economic position of a defendant as a result of the delay, while evidentiary prejudice arises when a defendant is impeded from presenting a full and fair defense on the merits." *Id.* "Economic prejudice may arise where a defendant and possibly others will suffer the loss of monetary investments or incur damages which likely would have been prevented by earlier suit." *Aukerman*, 960 F.2d at 1033. A significant and gradual investment by the alleged infringer in the expansion of its business over a period of many years constitutes economic prejudice. *See, e.g.*, *ABB Robotics, Inc. v. GMFanuc Robotics Corp.*, 52 F.3d 1062, 1065 (Fed. Cir. 1995).

Evidentiary prejudice "may arise by reason of a defendant's inability to present a full and fair defense on the merits due to the loss of records, the death of a witness, or the unreliability of memories of long past events, thereby undermining the court's ability to judge the facts." *Aukerman*, 960 F.2d at 1033; *see also Wanlass Int'l*, 148 F.3d at 1340 (finding evidentiary prejudice where there was a presumption of laches and where the defendant's policy was to destroy internal documents after six years, key witnesses were deceased or unavailable or had fading memories, and the defendant no longer kept models of some of the accused products).

V. EQUITABLE ESTOPPEL

To establish the defense of equitable estoppel, the defendant must prove by a preponderance of evidence three elements: (1) the patentee, through misleading conduct, led the defendant to reasonably infer that the patentee did not intend to enforce its patent against the alleged infringer; (2) the defendant relied on that conduct; and (3) due to its reliance, the defendant will be materially prejudiced if the patentee is allowed to proceed with its claim. *Philips Elecs. N. Am. Corp. v. Contec Corp.*, 312 F. Supp. 2d 639, 641 (D. Del. 2004) (quoting *Scholle Corp. v. Blackhawk Molding Co.*, 133 F.3d 1469, 1471 (Fed. Cir. 1998)). "Where equitable estoppel is established, all relief on a claim may be barred." *Aukerman*, 960 F.2d at 1041.

Silence and inaction can constitute misleading conduct when combined with other facts, even if those other facts do not include a specific threat from the patentee to the infringer. *See ABB Robotics, Inc.*, 52 F.3d at 1064 (stating that although "an immediate threat of enforcement followed by silence may be the most common scenario, [that] does not mean that it is the only set of facts which can support a finding of misleading silence"). With regard to prejudice prong of the equitable estoppel defense, "[a]s with laches, the prejudice may be a change of economic position or loss of evidence." *Aukerman*, 960 F.2d at 1041.

VI. INTERVENING RIGHTS

35 U.S.C. § 252 provides that an accused infringer may continue to manufacture, use, offer for sale, and sell products for which "substantial preparation was made" before the grant of a reissue patent "to the extent and under such terms as the court deems equitable for the protection of investments."

Under the equitable intervening rights of section 252, an accused infringer who does not infringe the pre-reissue patent may "(1) continue the manufacture, use, offer for sale, and sale of additional articles made before the reissue; and (2) continue to manufacture, use, offer to sell, or sell articles for which substantial preparations for manufacture or use was made before the grant of the reissue." *Shockley v. Arcan, Inc.*, 248 F.3d 1349, 1361 (Fed. Cir. 2001). Equitable intervening rights "explicitly extends protections for continued manufacture, thus extending protections to articles not yet in existence at the time of the reissue." *Id.* at 1360.

In determining whether equitable intervening rights applies, the Federal Circuit has considered whether substantial preparation was made before the grant of the reissue patent, and whether the accused infringer has recouped profits sufficient to cover its investment. *See, e.g., Seattle Box Co. v. Indus. Crating & Packing, Inc.*, 756 F.2d 1574, 1579-80 (Fed. Cir. 1985) ("Specifically, the district court's inquiry should have been-and it is now our burden to decide-whether the post-reissue use of the [products] which were made from pre-reissue [products] constituted 'substantial preparation' to merit the protection afforded by intervening rights, so as to protect 'investments made . . . before the grant of reissue.'"); *Plastic Container Corp. v. Continental v. Plastics of Oklahoma, Inc.*, 607 F.2d 885, 902-03 (Fed. Cir. 1979).

VII. WILLFULNESS

Willful infringement is a question of fact that "must be established by clear and convincing evidence." *Comark Communicaitons, Inc. v. Harris Corp.*, 156 F.3d 1182, 1190 (Fed. Cir. 1998). There is no evidentiary presumption that every infringement is willful. *See Norian Corp. v. Stryker Corp.*, 363 F.3d 1321, 1332 (Fed. Cir. 2004). Nor is willful infringement "'established by the simple fact of infringement,' even where the accused has knowledge of the patents." *Golden Blount Inc. v. Robert Peterson Co.*, 438 F.3d 1354, 1368 (Fed. Cir. 2006). Rather, "[t]he patentee must present threshold evidence of culpable behavior" before the burden of production shifts to the accused to put on evidence that it acted with due care. *Norian*, 363 F.3d at 1332 ("[A]bsent an initial presentation of evidence . . . this burden of coming forward in defense [does] not arise.").

"[A] determination of willfulness is made on consideration of the totality of the circumstances and may include contributions of several factors." *Knorr-Bremse Systeme Fuer Nutzfahrzeuge GmbH v. Dana Corp.*, 383 F.3d 1337, 1342 (Fed. Cir. 2004). Some of these factors include: "(1) whether the infringer deliberately copied the ideas or design of another; (2) whether the infringer, when he knew of the other's patent protection, investigated the scope of the patent and formed a good-faith belief that it was invalid or that it was not infringed, and (3) the infringer's behavior as a party to the litigation." *Liquid Dynamics Corp. v. Vaughn Co., Inc.*, 449 F.3d 1209, 1225 (Fed. Cir. 2006). An infringer cannot willfully infringe a patent of which it had no notice. *See Imonex Servs. Inc. v. W.H. MunzprnferDietmar Trenner GmbH*, 408 F.3d 1374, 1378 (Fed. Cir. 2005); *State Indus., Inc. v. A.O. Smith Co.*, 751 F.2d 1226, 1236 (Fed. Cir. 1985) ("To willfully infringe a patent, the patent must exist and one must have knowledge of it."). Notice of the patent must be *actual*, not constructive. *See Imonex*, 408 F.3d at 1377.

Willful infringement cannot be established merely by proof that the defendant is asserting the attorney-client privilege to withhold any advice of counsel. *Golden Blount*, 438 F.3d at 1368.

VIII. PATENT MISUSE

An attempt to extend the scope of a patent monopoly beyond the invention which the patent defines constitutes patent misuse. *Blonder-Tongue Labs., Inc. v. University of Illinois Foundation*, 402 U.S. 313, 343 (1971). Patent misuse occurs when a patentee attempts to "broaden the physical or temporal scope of the patent monopoly." *Id.*; *see also Mercoid v. Mid-Continent Investment Co.*, 320 U.S. 661, 665 (1944) ("The grant of a patent is the grant of a special privilege 'to promote the Progress of Science and useful Arts.' Const., Art. I, s 8. It carries, of course, a right to be free from competition in the practice of the invention. But the limits of the patent are narrowly and strictly confined to the precise terms of the grant.").

IX. UNCLEAN HANDS

A party comes to the court with "unclean hands" when it "violate[s] conscience, or good faith, or other equitable principle." *Aptix Corp. v. Quickturn Design Sys., Inc.*, 269 F.3d 1369, 1375 (Fed. Cir. 2001) (citing *Keystone Driller Co. v. Gen. Excavator Co.*, 290 U.S. 240, 244-45 (1933)). Such misconduct bars the offending party from relief in the litigation during which the misconduct occurred. *Id.* at 1376; *Keyston*, 290 U.S. at 245 ("the doors of the court will be shut against him in limine; the court will refuse to interfere on his behalf, to acknowledge his right, or to award him any remedy").

X. PERMANENT INJUNCTION

A patentee seeking a permanent injunction must demonstrate the following four factors before a court may consider granting such relief: "(1) that it has suffered an irreparable injury; (2) that remedies available at law, such as monetary damages, are inadequate to compensate for that injury; (3) that, considering the balance of hardships between the plaintiff and defendant, a remedy in equity is warranted; and (4) that the public interest would not be disserved by a permanent injunction." *eBay Inc. v. MercExchange, L.L.C.*, 126 S.Ct. 1837, 1838 (2006).

The Supreme Court has held: "We hold only that the decision whether to grant or deny injunctive relief rests within the equitable discretion of the district courts, and that such discretion must be exercised consistent with traditional principles of equity, in patent disputes no less than in other cases governed by such standards." *Id.* at 1841.

XI. ATTORNEYS' FEES AND COSTS

A case may be deemed exceptional under section 285 if one of the parties engages in "some material, inappropriate conduct related to the matter in litigation." *Serio-US Indus., Inc. v. Plastic Recovery Techs. Corp.*, 459 F.3d 1311, 1321-22 (Fed. Cir. 2006). A determination whether to award attorney fees requires a two-step inquiry: (1) whether the prevailing party has proved by clear and convincing evidence that the case is "exceptional," and (2) whether an award of attorneys' fees is appropriate. *Forest Labs., Inc. v. Abbott Labs.*, 339 F.3d 1324, 1328 (Fed. Cir. 2003).

"Exceptional cases are normally those involving bad faith litigation or those involving inequitable conduct by the patentee in procuring the patent." *Brasseler, U.S.A. v. Stryker Sales Corp.*, 267 F.3d 1370, 1380 (Fed. Cir. 2001). "The prevailing party may prove the existence of an exceptional case by showing: inequitable conduct before the PTO; litigation misconduct; vexatious, unjustified, and otherwise bad faith litigation; a frivolous suit or willful infringement. Litigation misconduct and unprofessional behavior are relevant to the award of attorney fees, and may suffice, by themselves, to make a case exceptional." *Id.*

DEFENDANTS' STATEMENT ON TELCORDIA'S ASSERTION OF MOOTNESS OF '306 INVALIDITY AND UNENFORCEABILITY DEFENSES

The Court has already decided that Defendants' invalidity and unenforceability counterclaims are not moot. In its September 20, 2006 Order, the Court expressly ruled that it would hear Defendants' counterclaims. C.A. No. 04-876, D.I. 236 (September 20, 2006 Order) ("WHEREAS, after having considered the parties' submissions and arguments, as well as the relevant law, the court concludes that it ***will exercise its discretion to hear the defendants' counterclaims. . . .*** *The plaintiff's request to have the court render the defendants' invalidity counterclaims moot is DENIED.*") (emphasis added) (citing *Liquid Dynamics Corp. v. Vaughan Co.*, 355 F.3d 1361, 1371 (Fed. Cir. 2004 and *Nystrom v. TREX Co.*, 339 F.3d 1347, 1351 (Fed. Cir. 2003)).

This decision was fully consistent with Defendants' urging during the summary judgment process that the Court exercise its discretion to hear Defendants' invalidity and unenforceability counterclaims. *See* C.A. No. 04-876, D.I. 222 (Defendants' Answering Summary Judgment letter); *see also, e.g.*, *Sinclair & Carroll Co. v. Interchem. Corp.*, 325 U.S. 327, 330 (1945) ("There has been a tendency among the lower federal courts in infringement suits to dispose of them where possible on the ground of non-infringement without going into the question of validity of the patent. It has come to be recognized, however, that of the two questions, validity has the greater public importance, and the District Court in this case followed what will usually be the better practice by inquiring fully into the validity of this patent.") (internal citations omitted); *Combined Sys., Inc. v. Defense Tech. Corp. of Am.*, 2002 WL 31957436 (S.D.N.Y. Jan. 23, 2002).

Indeed, at this stage in the case – more than two years into the litigation and mere weeks before trial – a proceeding with '306 invalidity and unenforceability issues is the most efficient and practical course. The parties have already invested significant time and effort in preparing their cases on invalidity. There is no evidence or indication that this time or effort would be compromised, even if this Court's claims constructions were to change on appeal. At the outset, jury findings of invalidity or unenforceability would not be automatically thrown out. Instead, even if the claim constructions were to be altered, the party seeking reversal of invalidity or unenforceability findings would need to show that those findings were affected by the changed claim construction. That is unlikely. Because Telcordia would naturally seek broader claim constructions on appeal in order to salvage its infringement claims, the likelihood of invalidity or unenforceability would increase, not decrease. Moreover, several of Defendants' invalidity theories, including notably Defendants' best mode defense, are independent of claim construction.

EXHIBIT C1

Telcordia's Exhibit List

Trial x #	Def x#	Doc Date	Description	Beg Doc #	End Doc #	Depexh #	Objected	Identified	Admitted
00001		03/28/2000	United States Patent Re. 36,633						
00002		11/10/1997	Patent Assignment for United States Patent Re. 36,633						
00003		03/28/2000	File History and References for United States Patent Re. 36,633						
00004		11/09/1993	United States Patent 5,260,978						
00005			Patent Assignmnet for United States Patent 5,260,978						
00006			File History and References for United States Patent 5,260,978						
00007		05/30/1989	United States Patent 4,835,763						
00008		02/04/1988	Patent Assignment for United States Patent 4,835,763						
00009			File History and References for United States Patent 4,835,763						
00010		06/02/1998	U.S. Patent No. 5,761,203				401-403		
00011		01/09/1990	U.S. Patent No. 4,893,306	TELC0006367	TELC0006396				
00012			File History and reference for US Patent number 4,893,306						
00013		06/28/2006	WITHDRAWN Douglas W. Clark 06/28/2006 Expert Report Telcordia v. Lucent w/ Appendices A-B.						
00014		06/28/2006	Douglas W. Clark 06/28/2006 Expert Report Telcordia v. Lucent, Appendix A: CV of Douglas W. Clark						

00015		07/21/2006	WITHDRAWN Douglas W. Clark 07/21/2006 Expert Report Telcordia v. Lucent, Cisco w/ Appendix.						
00016		07/28/2006	WITHDRAWN Doug Clark 07/28/2006 Expert Report Telcordia v. Cisco, Lucent w/ Appendix A.						
00017		07/28/2006	Doug Clark 7/28/06 Expert Report Telcordia v. Cisco, Lucent, Appendix A: References Cited				801-802		
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00022		06/28/2006	Paul Prucnal 06/28/2006 Expert Report Telcordia v. Cisco, Appendix A: CV of Paul Prucnal						

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00024		07/21/2006	WITHDRAWN Paul Prucnal 07/21/2006 Expert Report Regarding Validity of U.S. Patent No. 4,835,763 Telcordia v. Lucent, Cisco w/ Appendix.						
00025		07/28/2006	WITHDRAWN Paul Prucnal 07/28/06 Expert Report Telcordia v. Lucent w/Appendix A.						
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00030		06/28/2006	James J. Nawrocki 06/28/2006 Expert Report Telcordia v. Lucent, Schedule 1: CV of James J. Nawrocki and Detail of Prior Four Years Testimony as of June 2006						
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00062		06/28/2006	James J. Nawrocki 06/28/2006 Expert Report Telcordia v. Cisco, Schedule 11: Estimate of Cisco's Sales of Accused Products to Entities Outside the U.S.				801-802 901		
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00065		07/28/2006	WITHDRAWN James J. Nawrocki 07/28/2006 Rebuttal Expert Report Telcordia v. Lucent Schedules 1-4.						
00066		07/28/2006	James J. Nawrocki 07/28/2006 Rebuttal Expert Report Telcordia v. Lucent, Schedule 1: CV of James J. Nawrocki and Detail of Prior Four Years Testimony as of July 2006						
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00309		05/21/1996	OC-3c Port Adapter Module Hardware Functional Specification	CLA 0382767	CLA 0382785	Carroll 52	401-403		
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00316		09/17/2001	WITHDRAWN Quad POS OC-12 Line Card (Diamondback) Hardware Functional Specification	CSCO 0524-2241	CSCO 0524-2346	Carroll 59			
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00322		02/20/2003	WITHDRAWN Charlotte PA-POS-2OC3 Dual OC-3 POS Port Adapter Hardware Functional Specification	CSCO 0525-0846	CSCO 0525-0920	Carroll 65			
00323		03/06/2006	MARS: Viking (ATM OC-3 Network Module) Hardware Functional Specification	CSCO 0484-2012	CSCO 0484-2032	Carroll 66	401-403		
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00329		06/29/1998	OC-12 ATM Port Adaptor (Denali) Software Unit Design Specification	CLA 0520481	CLA 0520513	Carroll 72	401-403		
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00331		03/19/2002	WITHDRAWN 8 Port POS OC-3 Line Card (Hadar)Hardware Functional Specification	CSCO 0523-1989	CSCO 0523-2121	Carroll 74			
00332		04/17/2002	WITHDRAWN 4 Port OC-12 Line Card (Sirius)Hardware Functional Specification	CSCO 0521-1307	CSCO 0521-1427	Carroll 75			
00333		12/03/2001	WITHDRAWN Capella OC48 POS/SRP LinecardHardware Functional Specification	CSCO 0513-0474	CSCO 0513-0542	Carroll 76			
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00335		11/14/2004	Warlord ATM SPA Hardware Functional Specification	CSCO 0264-1505	CSCO 0264-1568	Carroll 78	401-403		
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00338		01/11/2004	WITHDRAWN 16xOC48 - Dinosaur Hardware Functional Specification	CSCO 0164-0330	CSCO 0164-0389	Carroll 81			
00339		04/09/2002	WITHDRAWN HFR 16xOC48POS/DPT Plim CardHardware Functional Specification	CSCO 0164-0390	CSCO 0164-0437	Carroll 82			
00340		09/07/2000	WITHDRAWN HFR 16xOC48POS PLIM CardHardware Functional Specification	CSCO 0506-1619	CSCO 0506-1643	Carroll 83			
00341		10/22/2003	WITHDRAWN Lotus 12-Port FE (ML2-100-12) Functional Specification	CSCO 0189-0819	CSCO 0189-0900	Carroll 84			
00342		09/14/2005	WITHDRAWN ML2 (20G Multi-Layer) Functional Specification	CSCO 0334-0138	CSCO 0334-0209	Carroll 85			
00343		09/14/2005	WITHDRAWN CE2 (10G Mapper) Functional Specification	CSCO 0334-0350	CSCO 0334-0420	Carroll 86			
00344		09/20/2005	GT3 Hardware Functional Specification	CSCO 0334-0293	CSCO 0334-0349	Carroll 87	401-403		

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00346		10/08/2003	AXSM-XG (MGX 5.0) CARDSSoftware Functional Specification	CSCO 0707-1871	CSCO 0707-1909	Carroll 89	401-403		
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00350		07/28/2003	Warlord Manufacturing Test Plan SPA-OC3-ATM	CSCO 0479-2173	CSCO 0479-2254	Carroll 93	401-403		
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00353		02/03/1997	Cisco document: LS1010 CBR T1/E1 PAM HW Functional Specification	CSCO 0504-2259	CSCO 0504-2298	Muntz 03			
00354			Product information for CES T1/E1 Port Adapter Module	CSCO 0024-0691	CSCO 0024-0695	Muntz 05			
00355			Product information for ATM Circuit Emulation Services Port Adapter for Cisco 7200 Routers	CSCO 0042-0073	CSCO 0042-0079	Muntz 06			
00356			Data sheet for Cisco 3600 Multiservice Access Router OC-3 and STM-1 ATM Circuit Emulation Service (CES) Network Modules	CLA 3350316	CLA 3350324	Muntz 07			

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00362		09/22/1998	US Patent 5,812,618	CSCO 0246-2005	CSCO 0246-2019	Muntz 13	401-403		
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00368		04/04/2000	E-mail from Gary Muntz to Steve Jacobs, dated April 4, 2000. Subject: DCU Adaptive info, part 1	CSCO 0279-2320	CSCO 0279-2381	Muntz 19	401-403		
00369		06/12/1995	E-mail from Gary Muntz dated June 12, 1995. Subject: SRTS improvement patents	CSCO 0274-1614	CSCO 0274-1614	Muntz 20	401-403 801-802		
00370		01/00/1997	WITHDRAWN The ATM Forum Technical Comittee: Circuit Emulation Service Interoperability Specification, Version 2.0 (Jan. 1997)	CSCO 0329-0266	CSCO 0329-0366	Muntz 21			
00371			Chart: Supplier BOM Detail Report	CSCO 0157-0417	CSCO 0157-0458	Muntz 23	401-403		
00372			Chart: Supplier BOM Detail Report	CSCO 0152-0120	CSCO 0152-0468	Muntz 24	401-403		
00373			Verilog Code for the DCU ASIC	CSCO 0677-0001	CSCO 0677-0209	Muntz 31			
00374		03/26/1996	SGP Microcode	CSCO 0643-0075	CSCO 0643-0228	Muntz 32			
00375		03/31/1997	Product Specification for AXIS Rel. 5.0	CSCO 0208-0529	CSCO 0208-0581	Muntz 33; Jain 4			
00376		01/20/1998	AAL1gator WAC-021-C AAL1 SAR Processor	CSCO 0203-1417	CSCO 0203-1576	Muntz 34			
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00378			Cisco MGX 8260 Maintenance Guide	CSCO 0023-2069	CSCO 0023-2106	Muntz 36			
00379		09/29/1999	U1600 CS12 CardAal1gatorII Software and Firmware Design Specification	CSCO 0202-0814	CSCO 0202-0831	Muntz 37			

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00381		08/20/2004	Popeye MPSM-16-T1E1 Hardware Design Document	CSCO 0337-1087	CSCO 0337-1128	Muntz 39			
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00386			Diagram drawn by counsel as part of line of questioning on BTC ASIC			Rushka 03	401-403 801-802 901		
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00391			Diagram drawn by witness during questioning regarding OC-48 Line			Rushka 08	401-403 801-802 901		

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00393		01/18/2002	Cisco Systems document: Taka/Euclid Interop Test Results	CSCO0212-2021	CSCO0212-2049	Rushka 10	401-403 801-802		
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00396		10/21/2003	Cisco Systems document: Interop Test Results: ONS 15600 (R1.1) / Lucent DMX (2.1.4)	CSCO0225-1231	CSCO0225-1263	Rushka 13	401-403 801-802		
00397		10/12/2000	Cisco Systems document: FLM-150 / Cisco ONS 15454 Interop Summary Test Results	CSCO0265-0925	CSCO0265-0954	Rushka 14	401-403 801-802		
00398		07/08/2003	Cisco Systems document: Interop Summary Test Results ONS15305/Cisco ONS15454 ETSI	CSCO0217-0784	CSCO0217-0839	Rushka 15	401-403 801-802		
00399		01/11/2002	Cisco Systems document: PDD ONS 15454 R3.0.0	CSCO0289-0001	CSCO0289-0163	Rushka 16	801-802		
00400		03/06/2006	Cisco's First Supplemental Response to Interrogatory No. 7 and Second Supplemental Responses to Interrogatory Nos. 5 and 9.			Rushka 17			
00401		09/00/2005	Cisco ONS 15600 Reference Manual	TELC2562187	TELC2562494	Rushka 18			
00402		12/06/1994	WITHDRAWN E-mail correspondence between Guy Fedorkow and Dan concerning a letter from a Bellcore lawyer suggesting that a license fee might be appropriate.	CSCO 0316-0341	CSCO 0316-0341	Fedorkow 01			

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00404		03/15/1995	WITHDRAWN E-mail correspondence between Guy Fedorkow and Mark Garrett concerning a licensing arrangement from Bellcore for the SRTS mechanism.	CSCO 0316-0350	CSCO 0316-0351	Fedorkow 03			
00405		01/26/1995	E-mail correspondence between Randolph Mitchell and Dean concerning possible remedies for the SRTS liscensing matter.	CSCO 0316-0325	CSCO 0316-0325	Fedorkow 04 ; Barr 07			
00406		01/27/1995	E-mail correspondence between Randolph Mitchell and Guy Fedorkow concerning the non-status of the situation and a tenative plan to go ahead with theJust Say No campaign.	CSCO 0316-0332	CSCO 0316-0332	Fedorkow 05	801-802		
00407		04/13/1995	Statement Against the Motion to Forward the CES Spec.	CSCO 0246-1979	CSCO 0246-1980	Fedorkow 06	801-802		
00408			Patent News article concerning rumors circulating regarding the SRTS patent.	CSCO 0246-1981	CSCO 0246-1982	Fedorkow 07			
00409		03/16/1995	WITHDRAWN E-mail correspondence between Kevin Stodola and Guy Fedorkow summarizing Bellcore's position and proposals regarding the SRTS patent.	CSCO 0316-0343	CSCO 0316-0344	Fedorkow 09			

00410		03/29/1995	E-mail correspondence between Guy Fedorkow and Dean concerning the Bellcore SRTS patent issue	CSCO 0316-0355	CSCO 0316-0355	Fedorkow 10			
00411		06/10/1995	WITHDRAWN June ATM Forum meeting quick summary	CSCO 0246-1971	CSCO 0246-1978	Fedorkow 11			
00412		03/28/1995	E-mail correspondence between Guy Federkow and Kevin Stodola concerning Bellcore proposal regarding licensing rights for the SRTS patent.	CSCO 0316-0363	CSCO 0316-0364	Fedorkow 12			
00413		03/29/1995	E-mail correspondence between Guy Federkow and Tim Dwight concerning if it would be possible to have the SRTS optional and switch to a fully-synchronous operation	CSCO 0316-0352	CSCO 0316-0353	Fedorkow 13	801-802		
00414		01/27/1995	WITHDRAWN E-mail correspondence from Randy Mitchell concerning an issue with Bellcore and the SRTS technology, which needs to be discussed and resolved at the opening plenary in San Francisco.	CSCO 0316-0327	CSCO 0316-0328	Fedorkow 14			
00415		03/06/1995	E-mail correspondence between Guy Fedorkow and Kevin Stodola concerning the progress of the license agreement from Bellcore for the SRTS patent.	CSCO 0316-0335	CSCO 0316-0336	Fedorkow 15			

00416		02/11/1995	E-mail correspondence between George Swallow and Guy Fedorkow containing comments on G. Fedorkow's report and an attached copy of the ATM Forum Meeting Report for Feb 10/95	CSCO 0246-1983	CSCO 0246-1990	Fedorkow 16; Barr 08	801-802		
00417		04/00/1995	April 95- ATM Forum Meeting Report	CSCO 0274-1285	CSCO 0274-1325	Fedorkow 17	801-802 901		
00418		03/30/1995	E-mail correspondence from Paul Santos with discussion of current US patent laws.	CSCO 0316-0356	CSCO 0316-0358	Fedorkow 18	801-802		
00419		10/24/1997	E-mail correspondence between Guy Fedorkow and Natalie Giroux concerning an interesting question about SRTS	CSCO 0316-0217	CSCO 0316-0217	Fedorkow 19	801-802		
00420		03/29/1995	WITHDRAWN E-mail correspondence between Tim Dwight and Guy Fedorkow discussing some sticking points on the Bellcore proposal for the SRTS license	CSCO 0316-0354	CSCO 0316-0354	Fedorkow 21			
00421		03/17/1995	E-mail correspondence between Kevin Stodola and Guy Federkow discussing Cisco's position on royalties.	CSCO 0316-0345	CSCO 0316-0345	Fedorkow 22			
00422		03/29/1995	E-mail correspondence between David and Guy Fedorkow concerning whether stratacom has decided if the Bellcore patent on SRTS is valid.	CSCO 0316-0368	CSCO 0316-0368	Fedorkow 23			
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00427		07/27/2000	WITHDRAWN SONET/SDH STS-48c/STM-16 Physical Interface for PPP and ATM Applications (PECL); Functional Specification: FS-SKY4402RSM (ENG-36440); Issue: 1.1	CSCO 0182-0269	CSCO 0182-0576	Takefman 06			
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00431		05/14/2001	IEEE 802.17 Resilient Packet Ring Working Group Interim Meeting; May 14-18, 2001; Orlando, FLA; Powerpoint Presentation			Takefman 10	401-403 801-802		
00432		01/21/2002	IEEE 802.17 Resilient Packet Ring Working Group Interim Meeting; January 21-24, 2002; Orlando, FL; Powerpoint Presentation			Takefman 11	401-403 801-802		
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00437		05/11/2006	United States Patent Application Publication, Pub. No.: US 2006/0098571 A1 for Systems and Methods for Accelerated Learing in Ring Networks			Takefman 16	401-403		
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00439			Key Skills, Exemplary Behavior, and Results for Steven Wood, Ianick Sernco, Mike Takefman, Steve Marsh, Paul Merlo, Leon Goldin, Leonardo Amatori, Marin Lulic, Emily Su, and Andy Robert.	CSCO 0418-0043	CSCO 0418-0047	Takefman 18	401-403 801-802		
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00445		03/15/1995	E-mail from Guy Fedorkow to Mark W Garrett RE: Question on CES	CSCO 0316-0345	CSCO 0316-0346	Barr 10			

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00464		09/26/2003	Letter from Vernon Anthony to Bart Showalter RE: Settlement Negotiations.	TELC0256550	TELC0256552	Barr 29			
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00494			Chart: Advanced Services Subscription Customer Summary	CSCO 0698-0429	CSCO 0698-0439	Keyes 08			
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00498			Detailed Inventory printout from the anchor website network analysis toolkit	CSCO 0697-0384	CSCO 0697-0400	Keyes 12			
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00703		00/00/2003	Stinger MRT-36H DSL Access Concentrator	LU 2333828	LU 2333829	McKenna 9	401-403		
00704		01/15/2004	PacketStar RV09.0.C00 Hardware GA Decision Check Point	LU 1130956	LU 1130958	McKenna 10	401-403		

00705		02/02/2005	Online analysis of the Lucent DMXtend	LU 2356075	LU 2356085	McKenna 11	801-802		
00706		00/00/0000	List of products			McCormick 2			
00707		09/15/2005	Lucent's Objections and Supplemental Resonses to Telcordia's First Set of Interrogatories			McCormick 3			
00708		00/00/0000	Partial printout of Lucent electronic files containing sales and revenue information			McCormick 4			
00709		08/00/2005	Price Guide P-29, V2 PSAX I/O Modules Supporting CES PSAX DS1 Interfaces and Accesories	LU 2144235	LU 2144243	McCormick 6;Hausman 9			
00710		00/00/0000	DMX Income Statements FY 2001 through FY 2004	LU 2144148	LU 2144158	McCormick 7			
00711		00/00/0000	Group Currency Amount Listing	LU 2144142	LU 2144144	McCormick 8	401-403		
00712		00/00/0000	FY2001 MSS P&L's - EDW	LU 3034627	LU 3034629	McCormick 9	401-403		
00713		00/00/0000	Detailed P& L statement	LU 3041175	LU 3041177	McCormick 10	401-403		
00714		00/00/0000	DMX 2005 Revenue by Quarter by Customer	LU 2144145	LU 2144147	McCormick 12			
00715		00/00/0000	DMX BU Total Customer Main System Shipments From 2001 thru 4th Qtr 2004	LU 2144159	LU 2144189	McCormick 13			
00716		00/00/0000	List titledGroup Currency Amount	LU 2144190	LU 2144234	McCormick 14			
00717		00/00/0000	Business case document used for product planning	LU 1569676	LU 1569738	McCormick 15	401-403		

00718		00/00/0000	Income statement from a business case	LU 2861986	LU 2861991	McCormick 16	401-403		
00719		11/19/2002	Lucent Worldwide Services Services Business Case for PSAX 1000, 1250, 2300, 4500 FY 2003	LU 1569524	LU 1569532	McCormick 17	401-403		
00720		10/28/2005	DMX 2005 / 2006 VIEW as of 10-28-05	LU 2144171	LU 2144171	McCormick 18			
00721		00/00/0000	PSAX Release 10.0 Revenue by Market	LU 1098338	LU 1098414	McCormick 19	401-403		
00722		00/00/0000	Chart: Planning tool for the PSAX product	LU 2156452	LU 2156489	McCormick 20	401-403		
00723		09/10/2005	PSAX Release 10.0 Income Statement	LU 1098340	LU 1098356	McCormick 21	401-403		
00724		00/00/0000	Lucent Presentation: A Survival Guide: What you should know about Telcordia Operations	LU 1983223	LU 1983298	Schneider 02	401-403		
00725		02/03/1995	February 3, 1995 letter from Leondard Suchyta to the ATM Forum regarding the granting of patent no. 978 to Bellcore.	BEL 035953	BEL 035953	Schneider 03; Bocci 02			
00726		01/08/1997	January 8, 1997 letter from Bruce Sidran to Henry Schacht offering a license of Bellcore's ATM patent porfolio to Lucent	LU 1573568	LU 1573569	Schneider 04; Hausman 05			
00727		10/17/1996	Listing of Bellcore's ATM Patents Issued in the US (from Oct. 17, 1996)	TELC0275968	TELC0275975	Schneider 05	401-403 801-802 901		
00728		06/03/1996	June 3, 1996 letter from Leonard Suchyta to the ATM Forum regarding Bellcore's application for reissue of the 978 patent.	TELC0269823	TELC0269824	Schneider 06; Bocci 03			

00729		04/12/1999	April 12 1999 letter form Vince Kovalick to Richard McGinn regarding the representation of Telcordia by Finnegan Henderson	LU 1573470	LU 1573470	Schneider 07			
00730		03/31/1989	Letter form Alcatel NV to AT&T regarding the proposed 1/1/1989 patent license agreement between the two companies.	LU 2078655	LU 2078676	Schneider 08	401-403		
00731		09/10/2001	September 10, 2001 letter from Laurence Padilla to Toshiba Corporation regarding the extension of the patnet license agreement.	LU 2081715	LU 2081718	Schneider 09	401-403 1002		
00732		09/22/1998	Patent License Agreement between Lucent and Ascend Communcations effective 9/30/1998	LU 2092096	LU 2092111	Schneider 10	401-403		
00733		01/06/2000	Patent License Agreement between Lucent and Comverse Patent Holding Co. effective 12/30/1999	LU 2062327	LU 2062343	Schneider 11	401-403		
00734		08/01/2000	Patent License Agreement between Lucent and ECI Telecom Ltd. effective 1/1/2000	LU 2079556	LU 2079579	Schneider 12	401-403		
00735		09/30/2000	Patent License Agreement between Lucent and Ciena Corp.	LU 2079371	LU 2079392	Schneider 13	401-403		
00736		08/16/2004	Resume of Wayne D. Grover			Grover 01			
00737		03/00/2003	Cisco ONS 15454 and Cisco ONS 15327 TL1 Command Guide	CSCO 0309-0001	CSCO 0309-0460	Grover 03			
00738		00/00/2003	Optical Network Design and Implementation	TELC2944984	TELC2945815	Grover 04			
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00749		07/03/2002	LPF 3000 Wavestar: DMX 2.5G Product Documentation HyperSonic Device Pointer Processor/NIM	LU 2983929	LU 2984028	Grover 18			
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00751		06/28/2006	WITHDRAWN Expert Report of James J. Nawrocki (June 28, 2006)			Hausman 02			
00752		07/28/2006	Rebuttal Report of James J. Nawrocki (July 28, 2006)			Hausman 03	401-403		
00753		00/00/2004	60-Port Channelized T1/E1 Ciruit Emulation Module for the CBX 500 and CBX 3500 Multiservice Switches	TELC2945859	TELC2945860	Hausman 04			

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00755		10/08/2004	Telcordia's Patent Presentation to Lucent (October 8, 2004)	TELC0256331	TELC0256340	Hausman 08	401-403 408 801-802		
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00758		03/03/2006	Telcordia's Opening Claim Construction Brief including Exhibits A-H				401-403		
00759		10/03/2003	Telcordia's Opening Claim Construction Brief, Exhibit A: Westlaw printout of Memorandum Opinion, Discussion and Order relating to Bell v. FORE case No. Civ.A.98-586 JJF.				401-403		
00760		00/00/2002	Telcordia's Opening Claim Construction Brief, Exhibit B: The American Heritage College Dictionary, 2002, 4th ed., pages 518, 717				401-403		
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00763		02/17/1989	Telcordia's Opening Claim Construction Brief, Exhibit E: Letter from the U.S. Patent Office responding to the Office Actions of November 25, 1988 regarding H. J. Chao patent application serial number 118,977	TELP0009577 ; TELP0006267	TELP0009592 ; TELP0006267				
00764		02/00/1999	Telcordia's Opening Claim Construction Brief, Exhibit F: Newton's Telecom Dictionary, 1999, 15th edition, page 22				401-403		
00765		00/00/1993	Telcordia's Opening Claim Construction Brief, Exhibit G: Webster's Third New International Dictionary, Unabridged, 1993, page 132				401-403		
00766		01/06/1989	Telcordia's Opening Claim Construction Brief, Exhibit H: Patent Application 07/152.238, dated 02/04/88, filed by Chi-Leung Lau	TELC3150604	TELC3150605				
00767		03/24/2006	Telcordia's Answering Claim Construction Brief Addressing Telcordia's '763 Patent and Exhibits A-G				401-403		

00768		00/00/0000	Telcordia's Answering Claim Construction Brief Addressing Telcordia's '763 Patent, Exhibit B: Metro Edge Solution for Service Providers, Understanding Path Protected Mesh Networks (PPMN)				801-802 901		
00769		03/28/1972	Telcordia's Answering Claim Construction Brief Addressing Telcordia's '763 Patent, Exhibit C: U.S. Patent no. 3,652,798	CSCO 0070-2223	CSCO 0070-2237				
00770		07/02/1985	Telcordia's Answering Claim Construction Brief Addressing Telcordia's '763 Patent, Exhibit D: U.S. Patent no. 4,527,270	CSCO 0070-2109	CSCO 0070-2121				
00771		02/04/1988	Telcordia's Answering Claim Construction Brief Addressing Telcordia's '763 Patent, Exhibit E: File Patent History for application serial number 152238, patent number 4,835,763, pages 8-11, bates numbered CSCO 0070-2181 through CSCO 0070-2184	CSCO 0070-2181	CSCO 0070-2184				
00772		02/04/1988	Telcordia's Answering Claim Construction Brief Addressing Telcordia's '763 Patent, Exhibit F: U.S. Patent Application 07/152,238	TELC0005542 ; TELC0005549	TELC0005544 ; TELC0005549				
00773		01/06/1989	Telcordia's Answering Claim Construction Brief Addressing Telcordia's '763 Patent, Exhibit G: Letter from the U.S. Patent Office responding to the Office Letter from the U.S. Patent Office responding to the Office action dated October 6, 1988 regarding serial no. 152,238 addressed to Chi-Leung Lau	TELC0005532	TELC0005537				
00774		02/17/2006	Final Joint Claim Chart				401-403		

00775		03/24/2006	Telcordia's Answering Claim Construction Breif Adressing Telcordia's '306 Patent and Exhibits A-C				401-403		
00776		00/00/1996	Telcordia's Answering Claim Construction Brief adressing Telcordia's '306 Patent, Exhibit A: Excerpt from The IEEE Standard Dictionary of Electrical and Electronics Terms, Sixth Edition	TELP0006034	TELP0006036		401-403		
00777		02/03/2003	Transcript of Oral Argument on February 3, 2003 in Bell Communications v. Fore Systems	TELC2946866	TELC2946892		401-403 801-802		
00778		00/00/2002	Telcordia's Answering Claim Construction Brief adressing Telcordia's '306 Patent, Exhibit C: Excerpt from The American Heritage College Dictionary				401-403		
00779		08/25/2006	Telcordia's letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions including exhibits 1-83				401-403		
00780			WITHDRAWN Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 01: Core Switching Division Technical Publications Master Glossary (p. 2)	LU 0316115; LU 0316190; LU 0316191	LU 0316115; LU 0316190; LU 0316191				

00781			WITHDRAWN Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 06: Transmit ATM Cell Processor Telecom System Block Engineering Document (p. 20)	PMCX000033 6.00001	PMCX000033 6.00001				
00782			WITHDRAWN Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 07: Saturn User Network InterfaceLite Standard Product Engineering Document (p. 28)	P00001-0006470; P00001-0006476	P00001-0006470; P00001-0006476				
00783			WITHDRAWN Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 10: Guide to ATM Technology (p. 38)	CSCO 0234-0003; CSCO 0234-0022; CSCO 0234-0023	CSCO 0234-0003; CSCO 0234-0022; CSCO 0234-0023				
00784			WITHDRAWN Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 19: Transmit ATM Cell Processor Telecom System Block Engineering Document (p. 79)	PMCX000033 6.00001	PMCX000033 6.00013				

00785			WITHDRAWN Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 23: Guide to ATM Technology (p. 103)	CSCO 0011-0003; CSCO 0011-0220	CSCO 0011-0003; CSCO 0011-0220				
00786			WITHDRAWN Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 24: Saturn User Network InterfaceLite Standard Product Engineering Document (p. 106)	P00001-0006470;P00001-0006476	P00001-0006470;P00001-0006476				
00787			WITHDRAWN Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 27: Roadrunner System Functional Specification (p. 115)	CSCO 0264-1084; CSCO 0264-1089	CSCO 0264-1084; CSCO 0264-1089				
00788			WITHDRAWN Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 31: Transmit ATM Cell Processor Telecom System Block Engineering Document (p. 131)	PMCX0000336.00001; PMCX0000336.00010	PMCX0000336.00001;PMCX0000336.00010				

00789			WITHDRAWN Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 32: Transmit ATM Cell Processor Telecom System Block Engineering Document (p. 134)	PMCX0000336.00001; PMCX0000336.00013	PMCX0000336.00001;PMCX0000336.00013				
00790			WITHDRAWN Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 39: Transmit ATM Cell Processor Telecom System Block Engineering Document (p. 157)	PMCX0000336.00001; PMCX0000336.00013	PMCX0000336.00001;PMCX0000336.00013				
00791			WITHDRAWN Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 43: Guide to ATM Technology (p. 12)	CSCO 0011-0003; CSCO 0011-0220	CSCO 0011-0003; CSCO 0011-0220 CSCO				
00792			WITHDRAWN Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 44: Saturn User Network InterfaceLite Standard Product Engineering Document (p. 15)	P00001-0006470; P00001-0006476	P00001-0006470; P00001-0006476				

00793			WITHDRAWN Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 47: Guide to ATM Technology (p. 27)	CSCO 0011-0003; CSCO 0011-0200	CSCO 0011-0003; CSCO 0011-0200				
00794			WITHDRAWN Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 50: Expert Report of Paul Prucnal Regarding Validity of U.S. Patent No. 4,893,306 (p. 53)						
00795			WITHDRAWN Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 52: Expert Report of Paul Prucnal Regarding Validity of U.S. Patent No. 4,893,306 (p. 63)						
00796			WITHDRAWN Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 55: Expert Report of Paul Prucnal (p. 88)						

00797			WITHDRAWN Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 56: Expert Report of Paul Prucnal (p. 91)						
00798			WITHDRAWN Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 60: Expert Report of Paul Prucnal Regarding Validity of U.S. Patent No. 4,835,763 (p. 138)						
00799			WITHDRAWN Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 61: Reply Expert Report of Dr. Wayne Grover Regarding the Invalidity of U.S. Patent No. 4,835,763 (p. 142)						
00800			Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 62: Synchronous Residue-TS: A Compromise of SFET/TS (p. 167)	TELC0278591 ; TELC0278594	TELC0278591 ; TELC0278594		401-403 1002		

00801			Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 63: December 1991 CCITT Memo Entitled Synchronous Residue-Time Stamp: A Compromise of SFET/TS (p. 170)	TELC0373706	TELC0373706		401-403 1002		
00802			Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 64: December 1991 CCITT Memo Entitled Synchronous Residue-Time Stamp: A Compromise of SFET/TS (p. 172)	TELC0373706 ; TELC0373708	TELC0373706 ; TELC0373708		401-403 1002		
00803			Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 65: Lau & Fleischer,Synchronous Techniques for Timing Recovery in BISDN (p. 175)	TELC0006832 ; TELC0006835	TELC0006832 ; TELC0006835		401-403 1002		
00804			Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 66: Lau & Fleischer,Synchronous Techniques for Timing Recovery in BISDN (p. 178)	TELC0373712 ; TELC0373722	TELC0373712 ; TELC0373722		1002		
00805			Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 67: Lau & Fleiacher,Synchronous Techniques for Timing Recovery in BISDN (p. 181)	TELC3150169 ; TELC3150174	TELC3150169 ; TELC3150174		1002		

00806			WITHDRAWN Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 69: Expert Report of Douglas Clark (p. 191)						
00807			Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 76: June 6, 1991 Memo from Richard Lau (p. 224)	TELC0373769	TELC0373771		401-403 1002		
00808			WITHDRAWN Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 77: Expert Report of Douglas Clark (p. 228)						
00809			Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 78: Telcordia's Objections and Responses to Defendant Lucent's Third Set of Interrogatories (Nos. 10-19) (p. 234)				1002		

00810			Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 79: Patent License Agreement between AT& T and Bell Communications Research (p. 241)	BEL 159484	BEL 159497				
00811			Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 80: Letter form Leonard Suchyta to Beth Somerville, Program Director of American National Standards Institute (p. 256)	TELC3163335	TELC3163337				
00812			Telcordia's 08/25/06 Letter to Judge Sleet opposing each of the Defendants' requests for leave to file summary judgment motions, Exhibit 83: Telcordia's Supplemental Response to Lucent's Interrogatory No. 2 (p. 268)				1002		
00813		09/01/2006	Volume 1 of 2 of Exhibits to Telcordia Technologies, Inc.'s August 25, 2006 Letter to Judge Sleet in Response to the Defendant's Requests for Leave to File Summary Judgment Motions REDACTED (D.I. 226) Exhibits 1-40				401-403 801-802 1002		
00814		09/01/2006	Volume 2 of 2 of Exhibits to Telcordia Technolgies, Inc's August 25, 2005 Letter to Judge Sleet in Response to the Defendant's Requests for Leave to File Summary Judgment Motions REDACTED (D.I. 227) Exhibits 41-83				401-403 801-802 1002		

00815		09/11/2006	Telcordia's Reply Letter to Judge Sleet in Support of Plaintiff's Request for Leave to File Summary Judgment Motions				401-403		
00816		10/18/2006	WITHDRAWN Telcordia's Answering Brief in Opposition to Defendants' Motion for Summary Judgment of Non-Infringement of U.S. Patent No. 4,835,763, FILED UNDER SEAL (D.I. 251) and Exhibits 1-14						
00817			WITHDRAWN Telcordia's Answering Brief in Opposition to Defendants' Motion for Summary Judgment of Non-Infringement of U.S. Patent No. 4,835,763, Exhibit 01: Expert Report of Paul Prucnal (Cisco) dated June 28, 2006 (p. 32)						
00818			WITHDRAWN Telcordia's Answering Brief in Opposition to Defendants' Motion for Summary Judgment of Non-Infringement of U.S. Patent No. 4,835,763, Exhibit 02: Expert Report of Paul Prucnal (Lucent) dated June 28, 2006 (p. 61)						

00819			WITHDRAWN Telcordia's Answering Brief in Opposition to Defendants' Motion for Summary Judgment of Non-Infringement of U.S. Patent No. 4,835,763, Exhibit 03: Expert Report of Paul Prucnal (Cisco) dated July 28, 2006 (p. 88)						
00820			WITHDRAWN Telcordia's Answering Brief in Opposition to Defendants' Motion for Summary Judgment of Non-Infringement of U.S. Patent No. 4,835,763, Exhibit 04: Expert Report of Paul Prucnal (Lucent) dated July 28, 2006 (p. 97)						
00821			Telcordia's Answering Brief in Opposition to Defendants' Motion for Summary Judgment of Non-Infringement of U.S. Patent No. 4,835,763, Exhibit 05: Excerpts from August 7th & 8th Depostions of Paul Prucnal (p. 105)				801-802		
00822			Telcordia's Answering Brief in Opposition to Defendants' Motion for Summary Judgment of Non-Infringement of U.S. Patent No. 4,835,763, Exhibit 10: LPF-3000 WaveStar DMX 2.5G Product Documentation (p. 166)				1002		

00823			Telcordia's Answering Brief in Opposition to Defendants' Motion for Summary Judgment of Non-Infringement of U.S. Patent No. 4,835,763, Exhibit 11: LPF-3000 WaveStar DDM 2.5G Product Documentation (p.169)				1002		
00824			Telcordia's Answering Brief in Opposition to Defendants' Motion for Summary Judgment of Non-Infringement of U.S. Patent No. 4,835,763, Exhibit 14: LPF-3000 DMX/DMXpress/DMXtend (p. 204)				401-403 1002		
00825			Telcordia's Answering Brief in Opposition to Defendants' Motion for Summary Judgment of Non-Infringement of U.S. Patent No. 4,835,763 REDACTED (D.I. 260)				401-403 1002		
00826		11/09/2006	Letter from Steven Balick to Judge Sleet in response to defendants' request for oral argument on the pending motions of summary judgment (D.I. 276)				401-403		
00827		10/05/2006	Opening Brief of Plaintiff Telcordia Technologies, Inc. in Support of its Motion for Partial Summary Judgment That The '306 Patent Is Not Invalid as Anticipated or For Lack of Enablement with Exhibits A-R				401-403		
00828			WITHDRAWN PMC-Sierra Brochure for PM73121 AAL1gator II			Day 04			

00829		07/00/2005	WITHDRAWN Zarlink Data Sheet for MT90520, 8-Port Primary Rate Circuit Emulation AAL1 SARPMC-Sierra Brochure for PM73121 AAL1gator II			Day 05			
00830		09/00/2003	WITHDRAWN Zarlink: MT90528 API Software Design Specification and Porting Guide (Sept. 2003)			Day 06			
00831		01/00/2004	WITHDRAWN Zarlink: MT90528 API Specification (Jan. 2004)			Day 08			
00832			WITHDRAWN Chart of Zarlink's AAL1/AAL2 SAR Processors			Day 09			
00833		05/21/2001	WITHDRAWN Infinenon Application Note: IWE8, Internetworking Element for 8 E1/T1 Lines and QuadFALC, Quad E1/T1/J1 Framer and Line Interface Component for Long and Short Haul Applications (April 2001)			Day 10			
00834		08/00/2002	WITHDRAWN Infineon Application Note: IWORX-P, Internetworking Controller Next Generation (Aug. 2002)			Day 11			

00835		07/22/1998	WITHDRAWN Maker Communications, Inc. Application Note: SRTS Synchronization Support in the MXT3020			Day 12			
00836			WITHDRAWN PMC-Sierra, Inc. Document:PM73121AAL1gator IIEight Link Circuit Emulation Service on a Chip	TELC0271891	TELC0271892	Day 04 (Production Copy)			
00837		07/00/2005	Zarlink Semiconductor Document:MT905208-Port Primary RateCircuit Emulation AAL1 SARData Sheet	TELC3217251	TELC3217252	Day 05 (Production Copy)	401-403 801-802		
00838		09/00/2003	Zarlink Semiconductor Document:MT90528API Software Design Spec. and Porting GuideRevision 1.1	TELC3217050	TELC3217081	Day 06 (Production Copy)	401-403 801-802		
00839		09/20/2003	Zarlink Semiconductor Document:MT90500Multi-Channel ATM AAL1 SAR	TELC3217082	TELC3217250	Day 07 (Production Copy)	401-403 801-802		
00840		01/00/2004	Zarlink Semiconductor Document:MT90528API SpecificationRevision 1.2	TELC3216912	TELC3217046	Day 08 (Production Copy)	401-403 801-802		
00841			Table:AAL1/AAL2 SAR Processors-ATM (Asynchronous Transfer Mode)	TELC3217049	TELC3217049	Day 09 (Production Copy)	401-403 801-802		

00842		04/00/2001	Infineon Document:IWE8-Interworking Element for 8 E1/T1 Lines PXB4219 / PXB4220 / PXB4221 Version 3.xQuadFALC-Quad E1/T1/J1 Framer and Line Interface Component for Long and Short Haul Applications PEB 22554 Version 1.3/2.x	TELC3216714	TELC3216761	Day 10 (Production Copy)	401-403 801-802		
00843		08/00/2002	Infineon Document:IWORX-PInterworking Controller Next GenerationPXF 4222 V1.1PEF 22554 V1.3 / V2.1Connection IWORX-P and QuadFALC	TELC3216870	TELC3216899	Day 11 (Production Copy)	401-403 801-802		
00844		07/22/1998	Maker Communications, Inc. Document:SRTS Synchronization Support in the MXT3020Application Note Number 16Revision 1.0	TELC3216858	TELC3216869	Day 12 (Production Copy)	401-403 801-802		
00845		01/08/2004	Covenant Agreement between Telcordia Technologies, Inc. and Mindspeed Technologies (MINDSPEED)	TELL0000466	TELL0000478				
00846		10/27/2003	E-mail RE: Mindspeed Term Revision (MINDSPEED)	TELL0000358	TELL0000359				
00847		11/19/2003	E-mail RE: Mindspeed Draft Covenant; additional annual fees (MINDSPEED)	TELL0000447	TELL0000448				
00848		02/13/2004	Telcordia Invoice to Mindspeed for the annual fee and covenant fees for 2004 (MINDSPEED)	TELL0006237	TELL0006237				
00849		01/10/2005	Telcordia Invoice to Mindspeed for the annual fee for 2005 (MINDSPEED)	TELL0006240	TELL0006240				
00850		04/15/2005	E-mail RE: Overdue Covenant Agreement Payment (MINDSPEED)	TELL0000293	TELL0000293				

00851		01/09/2006	Telcordia Invoice to Mindspeed for the annual fee for 2006 (MINDSPEED)	TELL00006243	TELL00006243				
00852		01/06/2003	Patent License Agreement between Telcordia Technologies, Inc. and NEC USA, Inc. (NEC USA)	TELL00002904	TELL00002921				
00853		03/10/2003	E-mail regarding the revised terms of the patent license offer to NEC USA (NEC USA)	TELC0276756	TELC0276756				
00854			E-mail regarding the infringement claim on the '763 patent, and the assertion of laches (NEC USA)	TELC0276758	TELC0276759				
00855		03/10/2003	E-mail regarding the infringement claim on the '763 patent, and the assertion of laches (NEC USA)	TELL0000016	TELL0000016				
00856		03/12/2003	E-mail regarding the revised terms of a patent license agreement, and requesting negotiation for a reasonable royalty rate (NEC USA)	TELC0276754	TELC0276754				
00857		03/17/2003	In-house Telcordia e-mail regarding the revision of terms for the patent license agreement with NEC USA (NEC USA)	TELL0000037	TELL0000037				
00858		07/18/2003	E-mail followup to a meeting between Telcordia and NEC USA regarding the infringement claim of the '763 patent (NEC USA)	TELC0276729	TELC0276730				
00859		10/31/2003	Letter regarding the revised version of the patent license agreement between Telcordia and NEC (NEC USA)	TELL0002880	TELL0002881				
00860		01/13/2004	E-mail RE: Zhone/NEC Business Unit Sale (NEC USA)	TELC0299695	TELC0299695				

00861		02/04/2004	Telcordia Invoice to NEC USA for the annual fee and sum royalty payments for 2004 (NEC USA)	TELL0006261	TELL0006261				
00862		08/28/1997	Patent License Agreement between Bell Communications Research, Inc. and Ericsson Telecom AB relating to ATM Equipment (ERICSSON)	BEL 132992	BEL 133011				
00863		04/14/1998	Letter regarding Ericsson's selection of applicable patents to license (ERICSSON)	TELL0005616	TELL0005616				
00864		11/22/1999	Letter regarding Ericsson's intentions to license patent 5,260,978 (ERICSSON)	TELL0005707	TELL0005707				
00865		03/20/1998	Letter informing Ericsson that Bellcore has yet to receive confirmation of a patent selection for licensing (ERICSSON)	TELL0005984	TELL0005984				
00866		04/09/1998	Handwritten note pertaining to Ericsson royalty payments received (ERICSSON)	TELL0005788	TELL0005788		901 1002		
00867		12/23/1997	Invoice from the First Union National Bank- Account Activity for 12/22/1997 (ERICSSON)	TELL0005789	TELL0005789		901 1002		
00868		03/23/1999	Letter informing Ericsson that it is overdue in its royalty payments to Telcordia for the 1999 annual fee (ERICSSON)	TELL0005775	TELL0005775				
00869		03/26/1999	Invoice from Skandinaviska Enskilda Banken (ERICSSON)	TELL0005791	TELL0005791				
00870		03/09/2000	Letter regarding an outstanding royalty payment and enclosing an updated contact list (ERICSSON)	TELL0005622	TELL0005622				

00871		07/03/2000	Letter informing Telcordia that Ericsson shipped no royalty-bearing products for the 2nd Quarter of FY2000 (ERICSSON)	TELL0005738	TELL0005738				
00872		07/05/2000	Letter informing Ericsson that Telcordia is owed an outstanding royalty fee due by January 31, 2000 (ERICSSON)	TELL0005778	TELL0005778				
00873		06/01/2000	Telcordia Invoice to Ericsson for the annual maintenance fee for FY2000 (ERICSSON)	TELL0005751	TELL0005751				
00874		01/05/2001	Letter reporting that Ericsson shipped no royalty-bearing products in the 4th Quarter of FY2000 (ERICSSON)	TELL0005767	TELL0005767				
00875		04/02/2001	Letter reporting that Ericsson shipped no royalty-bearing products in the 1st Quarter of FY2001 (ERICSSON)	TELL0005764	TELL0005764				
00876		07/02/2001	Letter reporting that Ericsson shipped no royalty-bearing products in the 2nd Quarter of FY2001 (ERICSSON)	TELL0005761	TELL0005761				
00877		07/05/2001	Telcordia invoices to Ericsson for maintenance fee for FY2001 (ERICSSON)	TELL0005748	TELL0005749				
00878		10/04/2001	E-mail chain regarding invoice numbers and the payment of royalty fees and maintenance fees for FY2001 (ERICSSON, SIEMENS, NETRO)	TELL0005752	TELL0005753		401-403 801-802		
00879		10/01/2001	Letter reporting that Ericsson shipped no royalty-bearing products in the 3rd Quarter of FY2001 (ERICSSON)	TELL0005754	TELL0005754				
00880		10/24/2001	Telcordia invoice to Ericsson for 2001 ATM Equipment (ERICSSON)	TELL0006138	TELL0006138				

00881		01/02/2002	Letter reporting that Ericsson shipped no royalty-bearing products in the 4th Quarter of FY2001 (ERICSSON)	TELL0005756	TELL0005756				
00882		01/04/2002	Telcordia Invoice to Ericsson for the 2002 annual fee for FY2002 (ERICSSON)	TELL0006141	TELL0006141				
00883		03/13/2002	Letter reminding Ericsson that the 2002 Annual Royalty Fee is overdue (ERICSSON)	TELL0005744	TELL0005744		901		
00884		04/04/2002	Letter reporting that Ericsson shipped no royalty-bearing products in the 1st Quarter of FY2002, and informing Telcordia that the overdue royalty fee has been paid (ERICSSON)	TELL0005760	TELL0005760				
00885		10/14/2002	Letter reporting that Ericsson shipped no royalty-bearing products in the 3rd Quarter of FY2002 (ERICSSON)	TELL0005755	TELL0005755				
00886		01/06/2003	Telcordia Invoice to Ericsson for the 2003 Annual Fee (ERICSSON)	TELL0005726	TELL0005726				
00887		01/06/2003	Telcordia Invoice to Ericsson for the 2003 Annual Fee- Remittance Copy (ERICSSON)	TELL0005735	TELL0005735				
00888		01/20/2003	Letter reporting that Ericsson shipped no royalty-bearing products for the 4th Quarter of FY2002 (ERICSSON)	TELL0005731	TELL0005731				
00889		04/07/2003	Letter reporting that Ericsson shipped no royalty-bearing products for the 1st Quarter of FY2003 (ERICSSON)	TELL0005737	TELL0005737				
00890		07/11/2003	Letter reporting that Ericsson shipped no royalty-bearing products for the 2nd Quarter of FY2003 (ERICSSON)	TELL0005736	TELL0005736				

00891		09/25/2003	Letter reporting that Ericsson shipped no royalty-bearing products since July 11, 2003 (ERICSSON)	TELL0005620	TELL0005620				
00892		01/20/2004	Letter informing Telcordia that Ericsson has made outstanding royalty payments (ERICSSON)	TELL0005621	TELL0005621		401-403		
00893		03/24/2004	Letter regarding Ericsson's position that they are not in need of a license under patents '306 or '978 (ERICSSON)	TELL0005619	TELL0005619				
00894		08/28/1997	Patent License Agreement between Bell Communications Research, Inc. and Telecommunications Techniques Co. Relating to ATM Test Equipment (TTC/ACTERNA)	TELL0003783	TELL0003806				
00895			Patent License Agreement between Bell Communications Research, Inc. and Telecommunications Techniques Co. Relating to ATM Test Equipment (unsigned version) (TTC/ACTERNA)	TELL0003876	TELL0003888		401-403 901		
00896		03/25/1998	Letter informing Bellcore that TTC has not sold any products that require a license agreement (TTC/ACTERNA)	TELL0003722	TELL0003722				
00897		11/03/1998	Letter advising that Bellcore is owed outstanding royalty payments for FY1998 (TTC/ACTERNA)	TELL0003724	TELL0003724				
00898		12/14/1998	Letter informing Bellcore that TTC has not sold any products covered by any of the Bellcore patent portfolio (TTC/ACTERNA)	TELL0003725	TELL0003725				

00899		03/24/1999	Letter informing TTC that Telcordia has not received payment of its 1999 licensce maintenance fee (TTC/ACTERNA)	TELL0003726	TELL0003726				
00900		04/27/1999	Letter enclosing a check for the 1999 annual licensing maintenance fee (TTC/ACTERNA)	TELL0003813	TELL0003814				
00901		03/08/2000	Letter informing TTC that Telcordia has not received payment of its 1999 annual licensing fee or royalty reports (TTC/ACTERNA)	TELL0003727	TELL0003727				
00902		04/13/2000	Photocopy of check No. 183717 from TTC for the FY2000 maintenance fee (TTC/ACTERNA)	TELL0003728	TELL0003728				
00903		04/19/2000	Letter enclosing a check for the FY2000 annual licensing fee (TTC/ACTERNA)	TELL0003729	TELL0003729				
00904		08/07/2000	Letter informing TTC that Telcordia has not received payment for royalties incurred in FY2000 (TTC/ACTERNA)	TELL0003730	TELL0003730				
00905		08/17/2000	Letter informing Telcordia that TTC has not sold any products covered by Telcordia patents (TTC/ACTERNA)	TELL0003731	TELL0003731				
00906		12/05/2000	Letter advising that Telcordia has been awarded patent no. Re 633 and is looking into TTC products for the possibility of a license (TTC/ACTERNA)	TELL0003811	TELL0003812				
00907		01/18/2001	Letter informing Acterna that they have an additional 30 days to decide which patents are applicable to their products and require a license (TTC/ACTERNA)	TELL0003721	TELL0003721				

00908		03/02/2001	Letter regarding the Firebird line of products, and whether they require a license agreement (TTC/ACTERNA)	TELL0003733	TELL0003733				
00909		04/03/2001	Letter reminding Acterna of an overdue licensing fee for FY2001(TTC/ACTERNA)	TELL0003718	TELL0003718				
00910		05/14/2001	Letter regarding the possibility of Acterna licensing the '768 patent from Telcordia (TTC/ACTERNA)	TELL0003720	TELL0003720				
00911		03/13/2002	Letter reminding Acterna of an overdue licensing fee for FY2002 (TTC/ACTERNA)	TELL0003713	TELL0003713				
00912		05/15/2001	Check No. 204942 from Acterna in the amount of $2,500 (TTC/ACTERNA)	TELL0003714	TELL0003717				
00913		08/01/2002	Internal e-mail asking for confirmation of Acterna royalty payment (TTC/ACTERNA)	TELL0003711	TELL0003711				
00914		08/06/2002	Internal e-mail confirming Acterna royalty payment (TTC/ACTERNA)	TELL0003712	TELL0003712				
00915		01/04/2002	Series of Telcordia invoices to Acterna (TTC/ACTERNA)	TELL0006095	TELL0006106				
00916		08/10/2005	Letter reminding Acterna of an overdue license fee for FY2002 (TTC/ACTERNA)	TELC0301553	TELC0301553				
00917		03/20/2002	Letter enclosing patent agreement and consulting agreement between Telcordia and Acterna (TTC/ACTERNA)	TELL0003781	TELL0003781				
00918		03/22/2002	Letter enclosing Memorandum of Understanding (MOU) between Telcordia and Acterna (TTC/ACTERNA)	TELL0003780	TELL0003780				

00919		03/20/2002	Proposed Term Sheet for a Patent License Agreement And Consulting Agreement between Telcordia and Acterna (TTC/ACTERNA)	TELL0003702	TELL0003709				
00920			Draft 2.0 of Proposed Term Sheet for a Patent License Agreement and a Consulting Agreement between Telcordia and Acterna (TTC/ACTERNA)	TELL0003743	TELL0003745				
00921		03/20/2002	Final Version of Proposed Term Sheet for a Patent License Agreement and a Consulting Agreement between Telcordia and Acterna (TTC/ACTERNA)	TELL0003773	TELL0003779				
00922		10/04/2002	Letter enclosing a draft of Telcordia's license agreement with Acterna (TTC/ACTERNA)	TELL0003807	TELL0003807		901 1002		
00923		10/04/2002	Letter enclosing a draft of Telcordia's license agreement with Acterna (TTC/ACTERNA)	TELL0003904	TELL0003904		401-403		
00924		09/19/1997	Patent License Agreement between Bell Communications Research, Inc. and NEC Corporation Relating to ATM Equipment (NEC)	BEL 133070	BEL 133098				
00925		01/05/2004	Letter enclosing two license agreements for signature (NEC)	TELL0000041	TELL0000053		901 1002		
00926		12/17/1997	Letter informing Bellcore which patents ('080,'070,'978) NEC has chosen to license (NEC)	BEL 043984	BEL 043984				
00927		03/26/1998	Letter regarding royalty report for the period ending 12/31/97 (NEC)	TELL0007564	TELL0007564				
00928		03/26/1998	Letter regarding royalty report for the period ending 12/31/97 (NEC)	TELL0007796	TELL0007797				

00929		10/29/1998	Letter regarding the sale of royalty-bearing products for the period ending 9/30/98 (NEC)	TELL0007562	TELL0007562				
00930		04/19/2000	Letter explaining the details of the patent license agreement between NEC and Telcordia (NEC)	TELC0275695	TELC0275699				
00931		08/16/2000	Letter informing NEC that Telcordia was awarded the '633 patent, and clarifying royalty information regarding the license agreement (NEC)	TELC0275691	TELC0275692				
00932		10/27/2000	Letter regarding products that may use technology covered by various Telcordia patents.	TELC0275689	TELC0275690				
00933		09/11/2001	Letter enclosing NEC's explanation of the non-use of Telcordia's products (NEC)	TELC0275680	TELC0275681				
00934		03/00/2002	Chart titledMaintenance 3-02 with royalty contact information (NEC)	TELC0301556	TELC0301557		401-403		
00935		01/04/2002	Telcordia Invoice to NEC for annual royalty fee for FY2002 (NEC)	TELL0006246	TELL0006247				
00936		00/00/2003	Chart titledFY03 Royalty Reports (NEC)	TELC0301600	TELC0301602				
00937		00/00/2003	Chart titledFY03 Applied Research Known Fixed Payments by Licensee (NEC)	TELC0301627	TELC0301627				
00938		01/06/2003	Telcordia Invoice to NEC for annual royalty fee for FY2003 (NEC)	TELL0006249	TELL0006249		1002		
00939		01/06/2004	Telcordia Invoice to NEC for annual royalty fee for FY2004 (NEC)	TELL0006252	TELL0006252		1002		
00940		01/05/2005	Telcordia Invoice to NEC for annual royalty fee for FY2005 (NEC)	TELL0006255	TELL0006255		1002		

00941		03/28/2005	Telcordia Invoice asserting the cancellation of royalty contract in FY2005 (NEC)	TELL0006258	TELL0006258				
00942		08/10/2005	Letter reminding NEC of an overdue maintenance royalty fee (NEC)	TELC0301551	TELC0301551				
00943		09/29/2005	Letter confirming that Telcordia is in receipt of NEC's explanation of non-use of Telcordia's products (NEC)	TELC0337170	TELC0337171				
00944		09/29/2005	Letter asserting that there is no need to audit NEC to confirm correctness of royalty payments (NEC)	TELC0337172	TELC0337172				
00945			List of Telcordia invoice numbers (NEC)	TELL0006366	TELL0006366				
00946			Presentation: NEC/eLuminant Royalty Analysis for US Patent 4,835,763 Survivable Ring Network (NEC)	TELC0337182	TELC0337184				
00947			Presentation: NEC Financial Analysis by Segment (NEC)	TELC0275733	TELC0275734		401-403 901 1002		
00948		10/31/1997	Patent License Agreement between Bell Communications Research, Inc. and Siemens AG Relating to ATM Equipment (SIEMENS)	BEL 133099	BEL 133125				
00949		12/23/1997	First Union National Bank Account Activity for 12/22/1997 (SIEMENS)	TELL0005979	TELL0005979		401-403 1002		
00950			Chart titledFY00 Royalty Revenues (SIEMENS)	TELL0002580	TELL0002580				
00951			Chart titledFY01 Royalty Revenue Receipts (SIEMENS)	TELL0002582	TELL0002582				
00952			Chart titledLicensing Revenue FY00-FY02 (SIEMENS)	TELC0310480	TELC0310480				

00953		07/05/2001	Telcordia Invoice to Siemens for annual maintenance fee for FY01 (SIEMENS)	TELL0006309	TELL0006309		401-403 1002		
00954		07/02/2001	E-mail regarding the setup of royalty contract numbers (SIEMENS)	TELL0005763	TELL0005763		401-403		
00955		10/03/2001	E-mail regarding the payment of the annual maintenance fee (SIEMENS)	TELL0005793	TELL0005793				
00956		10/24/2001	Telcordia invoice to Siemens for summary of payments in FY2001 (SIEMENS)	TELL0006312	TELL0006312		1002		
00957		01/04/2002	Telcordia invoice to Siemens for annual license agreement fee for FY2002 (SIEMENS)	TELL0006315	TELL0006315		1002		
00958		04/26/2002	Telcordia invoice summarized the termination of contract (SIEMENS)	TELL0006318	TELL0006318		1002		
00959		05/31/2002	Patent License Agreement between Telcordia Technologies, Inc. and Jedai Broadband Networks, Inc. (JEDAI)	TELL0007170	TELL0007188				
00960		02/27/2002	E-mail regarding annual minimums on the Jedai patent license fees (JEDAI)	TELC0276122	TELC0276122				
00961		04/17/2002	E-mail chain regarding changes proposed for the licensing agreement with Jedai (JEDAI)	TELL0007247	TELL0007249				
00962		06/06/2002	E-mail chain regarding the specific royalty payment information for the Jedai license agreement (JEDAI)	TELL0007234	TELL0007234				
00963		07/12/2002	E-mail confirming the fixed annual fee as per the license agreement (JEDAI)	TELL0007233	TELL0007233				
00964		07/12/2002	E-mail regarding the contact info for licensing personnel (JEDAI)	TELL0007225	TELL0007225		1002		

00965		08/01/2002	E-mail chain regarding the receipt of invoice payments (JEDAI)	TELL0007242	TELL0007243				
00966		08/05/2002	Telcordia invoice to Jedai for the prorated minimum annual royalty (JEDAI)	TELL0006162	TELL0006163				
00967		08/05/2002	Telcordia invoice not to be sent to customer: for initial fee (JEDAI)	TELL0006165	TELL0006166				
00968		08/01/2002	E-mail regarding the receipt of a royalty payment check (JEDAI)	TELL0007241	TELL0007241				
00969		09/09/2002	E-mail chain regarding the payment of Jedai invoices (JEDAI)	TELL0007236	TELL0007239				
00970		02/21/2003	Letter informing Jedai that contact information for licensing information has been changed (JEDAI)	TELL0007235	TELL0007235				
00971		06/04/2003	Telcordia invoice to Jedai for annual royalty fee for FY2003 (JEDAI)	TELL0006168	TELL0006169				
00972		12/03/2003	Telcordia invoice to Jedai for annual royalty for FY2004	TELL0006171	TELL0006172				
00973		04/07/2004	Letter regarding the fixed annual royalty payment information (JEDAI)	TELL0007227	TELL0007227				
00974		07/02/2004	E-mail discussing the financing for Jedai's annual payment (JEDAI)	TELL0007193	TELL0007193				
00975		07/19/2004	Internal e-mail (redacted) discussing Jedai's financing problems (JEDAI)	TELL0007195	TELL0007196				
00976		08/01/2004	Telcordia invoice to Jedai for minimum annual royalty plus interest charged for late payment (JEDAI)	TELL0007224	TELL0007224				
00977		09/15/2004	Letter informing Jedai that the initial royalty payment is overdue (JEDAI)	TELC0275879	TELC0275879				
00978		12/01/2004	Letter regarding the termination of the Jedai contract (JEDAI)	TELL0007189	TELL0007191				

00979		12/03/2004	Telcordia invoice to Jedai reflecting the contract termination (JEDAI)	TELL0006174	TELL0006175				
00980		12/01/2004	Letter RE: termination of Jedai license agreement (JEDAI)	TELL0007222	TELL0007222				
00981		06/10/2005	Archived e-mails regarding the patent licensing process for Jedai (JEDAI)	TELC0298547	TELC0298557				
00982		01/12/2004	SRTS Agreement between Telcordia Technologies and Kentrox LLC (KENTROX/ADC)	TELL0000926	TELL0000935		1002		
00983		09/26/2003	NondisclosureAgreementMutual DisclosureContract No. 20030728SJ153339 (KENTROX/ADC)	TELL0001062	TELL0001064		401-403		
00984		09/25/2000	Letter negotiating terms of a potential patent license agreement (KENTROX/ADC)	TELL0002929	TELL0002930				
00985		10/03/2000	Letter negotiating terms of a potential patent license agreement (KENTROX/ADC)	TELL0002931	TELL0002932				
00986		01/30/2001	Letter regarding ADC's decision not to pursue a license under the '633 patent (KENTROX/ADC)	TELL0002935	TELL0002936				
00987		07/24/2001	Letter regarding ADC's MediaMover product line (KENTROX/ADC)	TELL0002937	TELL0002938		901		
00988		11/04/2002	Letter regarding possible patent infringement by Kentrox (KENTROX/ADC)	TELL0003015	TELL0003016				
00989		01/02/2004	E-mail chain regarding a conference call between Kentrox and Telcordia (KENTROX/ADC)	TELL0001285	TELL0001286		1002		

00990		01/09/2004	E-mail chain confirming that Platinum and Kentrox are revising the proposed license agreement (KENTROX/ADC)	TELL0001281	TELL0001282				
00991		01/09/2004	Internal e-mail regarding Platinum and Kentrox revising a license agreement (KENTROX/ADC)	TELL0001283	TELL0001284				
00992		01/12/2004	E-mail regarding Telcordia's ACH information for Kentrox (KENTROX/ADC)	TELL0001220	TELL0001220		401-403 1002		
00993		01/15/2004	E-mail chain regarding the agreement of Platinum Equity to pay part of the licensing fee (KENTROX/ADC)	TELL0003019	TELL0003022		401-403		
00994		02/04/2004	Telcordia invoice to Kentrox for option fee and release fee (KENTROX/ADC)	TELL0006177	TELL0006177				
00995		09/14/2000	Letter enclosing license agreement (ATMOSPHERE/DITECH)	TELL0000640	TELL0000640		1002		
00996		09/11/2000	Patent License Agreement between Telcordia Technologies, Inc. and Atmosphere Networks, Inc. (ATMOSPHERE/DITECH)	TELL0000641	TELL0000660				
00997		06/19/2000	Letter regarding the possibilty of Atmosphere licensing the SRTS patent (ATMOSPHERE/DITECH)	TELC0276469	TELC0276469		1002		
00998			Chart titledLicensing Revenue FY00-FY02 (ATMOSPHERE/DITECH)	TELC0310480	TELC0310480				
00999			Chart titledFY01 Royalty Revenues Receipts (ATMOSPHERE/DITECH)	TELL0002581	TELL0002581		1002		
01000			Chart titledICP Licensing Sales for AR (ATMOSPHERE/DITECH)	TELC0133772	TELC0133772				

01001		01/07/2000	Telcordia invoice to Atmosphere for the royalty payment of the '633 patent (ATMOSPHERE/DITECH)	TELL0006129	TELL0006130				
01002		05/29/2002	Telcordia invoice to Ditech for licensing fee (ATMOSPHERE/DITECH)	TELL0006132	TELL0006133				
01003		10/01/2004	Letter advising Ditech that the license agreement will expire soon (ATMOSPHERE/DITECH)	TELL0000682	TELL0000683				
01004		12/02/2004	Letter informing Telcordia that Ditech has not shipped any royalty bearing products through FY2004 (ATMOSPHERE/DITECH)	TELL0000680	TELL0000680				
01005		08/08/2001	Patent License Agreement between Telcordia Technologies, Inc. and Paceon Corporation (PACEON/MITSUBISHI)	TELL0000194	TELL0000208		1002		
01006		07/30/2001	E-mail regarding a wire from Mitsubishi (PACEON/MITSUBISHI)	TELL0000254	TELL0000254		401-403		
01007		11/19/2001	Telcordia invoice to Paceon for initial license fee (PACEON/MITSUBISHI)	TELL0006300	TELL0006300				
01008		05/10/2002	Telcordia invoice to Paceon for license period 04/02 to 3/03 (PACEON/MITSUBISHI)	TELL0006303	TELL0006303				
01009		07/09/2002	E-mail chain concern invoice amounts and numbers (PACEON/MITSUBISHI)	TELC0257510	TELC0257512				
01010		03/05/2003	Telcordia invoice to Paceon for license period 4/03 to 3/04 (PACEON/MITSUBISHI)	TELL0006306	TELL0006306				

01011		12/15/2003	Letter informing Telcordia that Mitsubishi has decided to terminate the licensing contract (PACEON/MITSUBISHI)	TELL0004855	TELL0004855				
01012		07/23/1997	Patent License Agreement between Bell Communications Research, Inc. and General Instrument Corporation of Delaware Inc. Relating to ATM Equipment (MOTOROLA/NEXT LEVEL)	TELL0004958	TELL0004987				
01013		04/16/1997	Letter regarding Motorola's position that its products do not require a license under the Bellcore patents (MOTOROLA/NEXT LEVEL)	TELL0004909	TELL0004909				
01014		12/10/1999	Letter regarding Motorola's position that its products do not require a license under the Bellcore patents (MOTOROLA/NEXT LEVEL)	TELL0004911	TELL0004911				
01015		10/17/1997	Letter explaining the breakdown of royalties paid (MOTOROLA/NEXT LEVEL)	TELL0004941	TELL0004941				
01016		09/24/1997	Next Level invoice for royalties paid in Q3 1997 (MOTOROLA/NEXT LEVEL)	TELL0004943	TELL0004943				
01017		09/26/1997	Next Level invoice for royalties paid in Q3 1997 (MOTOROLA/NEXT LEVEL)	TELL0005001	TELL0005001				
01018		03/20/1998	Letter requesting quarterly reports and updates on royalty bearing products (MOTOROLA/NEXT LEVEL)	TELL0004931	TELL0004935				
01019		03/31/1998	Letter regarding quarterly reports for royalty bearing products (MOTOROLA/NEXT LEVEL)	TELL0004930	TELL0004930		1002		

01020		10/27/1998	Letter regarding quarterly reports for royalty bearing products (MOTOROLA/NEXT LEVEL)	TELL0004899	TELL0004899				
01021		04/09/1998	Handwritten note regarding Next Level royalty payments (MOTOROLA/NEXT LEVEL)	TELL0005000	TELL0005000		901 1002		
01022		02/15/1999	Letter regarding quarterly reports for royalty bearing products (MOTOROLA/NEXT LEVEL)	TELL0004928	TELL0004928				
01023		03/24/1999	Letter regarding quarterly reports for royalty bearing products (MOTOROLA/NEXT LEVEL)	TELL0004927	TELL0004927				
01024		02/11/1999	Check No. 108020 from Next Level (MOTOROLA/NEXT LEVEL)	TELL0004929	TELL0004929				
01025		04/21/1999	Letter regarding what details should appear on a quarterly report (MOTOROLA/NEXT LEVEL)	TELL0004926	TELL0004926				
01026		04/27/1999	Letter enclosing royalty check to deposit in the lock box (MOTOROLA/NEXT LEVEL)	TELL0005056	TELL0005057				
01027		05/10/1999	Letter regarding a royalty check to deposit in the lock box (MOTOROLA/NEXT LEVEL)	TELL0005052	TELL0005052				
01028		04/01/1999	Letter attaching a check for payments on royalty bearing products for Q1 1999 (MOTOROLA/NEXT LEVEL)	TELL0005053	TELL0005054				
01029		05/04/1999	Royalty check No. 110325from Next Level (MOTOROLA/NEXT LEVEL)	TELL0005055	TELL0005055				
01030		08/06/1999	Letter regarding a royalty check to deposit in the lock box (MOTOROLA/NEXT LEVEL)	TELL0005048	TELL0005048				

01031		07/01/1999	Letter attaching royalty checks and report for Q2 1999 (MOTOROLA/NEXT LEVEL)	TELL0005049	TELL0005051				
01032		10/08/1999	Letter regarding a royalty check to deposit in the lock box (MOTOROLA/NEXT LEVEL)	TELL0005015	TELL0005015				
01033		10/01/1999	Letter attaching royalty check for Q3 1999 (MOTOROLA/NEXT LEVEL)	TELL0005016	TELL0005017				
01034		06/02/2000	Royalty check No. 123011 (MOTOROLA/NEXT LEVEL)	TELL0004921	TELL0004922				
01035		07/11/2000	Internal e-mail regarding the in-house contact person for Motorola licensing information (MOTOROLA/NEXT LEVEL)	TELL0004923	TELL0004923		901 1002		
01036		08/07/2000	Letter reminding Next Level of an overdue royalty payment (MOTOROLA/NEXT LEVEL)	TELL0004920	TELL0004920				
01037		03/27/2001	Letter reminding Next Level of an overdue royalty payment (MOTOROLA/NEXT LEVEL)	TELL0004917	TELL0004917				
01038		05/23/2001	Letter reminding Next Level of an overdue royalty payment (MOTOROLA/NEXT LEVEL)	TELL0004919	TELL0004919				
01039		07/12/2001	Letter regarding payment made for outstanding royalty and annual licensing fees (MOTOROLA/NEXT LEVEL)	TELL0004912	TELL0004912				
01040		07/17/2001	Royalty chart describing payment of Q4 1999 through Q1 2001 payments (MOTOROLA/NEXT LEVEL)	TELL0004859	TELL0004859				
01041		07/17/2001	Royalty check No. 135430 from Next Level Communications (MOTOROLA/NEXT LEVEL)	TELL0004879	TELL0004879				

01042		05/02/2002	E-mail chain regarding royalty payments made and invoice numbers for Next Level (MOTOROLA/NEXT LEVEL)	TELL0004939	TELL0004940		401-403		
01043		05/06/2002	Royalty check no. 140792 and corresponding invoice annual fee FY2002 (MOTOROLA/NEXT LEVEL)	TELL0004936	TELL0004937				
01044		01/04/2002	Telcordia invoice to Next Level for annual licensing fee for FY2002 (MOTOROLA/NEXT LEVEL)	TELL0006279	TELL0006279				
01045		03/13/2002	Letter reminding Next Level of an overdue royalty payment (MOTOROLA/NEXT LEVEL)	TELL0004897	TELL0004897		901		
01046		01/05/2003	Telcordia invoice to Next Level for annual licensing fee for FY2003 (MOTOROLA/NEXT LEVEL)	TELL0006282	TELL0006282				
01047		07/23/2003	E-mail chain regarding the payment of outstanding royalty payments (MOTOROLA/NEXT LEVEL)	TELL0004894	TELL0004896				
01048		01/06/2004	Telcordia invoice to Next Level for annual licensing fee for FY2004 (MOTOROLA/NEXT LEVEL)	TELL0006285	TELL0006285				
01049		04/07/2004	Letter reminding Motorola of an overdue annual licensing fee (MOTOROLA/NEXT LEVEL)	TELL0004888	TELL0004888				
01050		06/02/2004	Letter enclosing a royalty check received from Motorola (MOTOROLA/NEXT LEVEL)	TELL0004889	TELL0004890		901		
01051		01/05/2005	Telcordia invoice to Next Level for annual licensing fee for FY2005 (MOTOROLA/NEXT LEVEL)	TELL0006288	TELL0006288				

01052		06/03/2005	Letter regarding Motorola's outstanding royalty and annual licensing fee payments (MOTOROLA/NEXT LEVEL)	TELL0004871	TELL0004874				
01053		06/28/2005	Letter informing Telcordia of Next Level's takeover by Motorola, and regarding a future payment of royalties past due (MOTOROLA/NEXT LEVEL)	TELL0004864	TELL0004865				
01054			Motorola invoice describing royalties due for the period Q2 2001 to Q1 2005 (MOTOROLA/NEXT LEVEL)	TELL0004858	TELL0004858				
01055		07/21/2005	Telcordia invoice for Motorola payment for royalties past-due (MOTOROLA/NEXT LEVEL)	TELL0006291	TELL0006291				
01056		00/00/2005	Motorola invoices for royalty payments for the period Q2 2005 to Q3 2005	TELL0004860	TELL0004861				
01057		01/11/2006	Telcordia invoices for Motorola for Quarters 2, 3 and 4 for FY2005 (MOTOROLA/NEXT LEVEL)	TELL0006297	TELL0006297				
01058		01/05/2006	Telcordia invoices for Motorola for annual fee FY2006 (MOTOROLA/NEXT LEVEL)	TELL0006294	TELL0006294				
01059		02/15/2005	Letter reminding Motorola of its royalty reporting obligation as per the license agreement (MOTOROLA/NEXT LEVEL)	TELL0004862	TELL0004863		1002		
01060		03/27/1997	Letter regarding the license offer of Bellcore's ATM Patent Portfolio (MOTOROLA/NEXT LEVEL)	TELL0005072	TELL0005072				
01061		03/25/2002	Letter regarding a business contact within Motorola (MOTOROLA/NEXT LEVEL)	TELL0005204	TELL0005204		401-403		

01062		08/29/1997	Patent License Agreement between Bell Communications Research, Inc. and Fujitsu Limited Relating to ATM Equipment (FUJITSU)	BEL 133043	BEL 133065		1002		
01063		08/29/1997	Letter informing relevent personnel at Fujitsu that Bellcore and Fujitsu have entered into a license agreement under a select set of patents (FUJITSU)	TELL0004571	TELL0004571		401-403		
01064		11/27/1997	Patent selection letter (FUJITSU)	BEL 043983	BEL 043983				
01065		10/28/1997	Letter informing Bellcore of Fujitsu's payment of initial licensing fees (FUJITSU)	TELL0004269	TELL0004269				
01066		11/03/1997	Letter regarding a question about the patent license process at Bellcore (FUJITSU)	TELL0004659	TELL0004659				
01067		11/27/1997	Letter attaching the breakdown of royalties for 8/29/97 to 9/30/97 (FUJITSU)	TELL0004265	TELL0004267				
01068		12/24/1997	Letter responding to Bellcore's assertion of non-payment of royalties from Fujitsu (FUJITSU)	TELL0004645	TELL0004646				
01069		12/29/1997	Letter responding to Bellcore's assertion of non-payment of royalties from Fujitsu (FUJITSU)	TELL0004647	TELL0004647				
01070		02/27/1998	Letter attaching a breakdown of royalty payments for 1998 (FUJITSU)	TELL0004256	TELL0004257				
01071		05/19/1998	Letter attaching a breakdown of royalties for 1998 (FUJITSU)	TELL0004253	TELL0004255				
01072		08/28/1998	Letter attaching a breakdown of royalties for 1998 (FUJITSU)	TELL0004251	TELL0004252				

01073		11/27/1998	Letter attaching a breakdown of royalties for 7/98 to 10/98 (FUJITSU)	TELL0004250	TELL0004250				
01074		12/03/1998	Letter attaching a chart of complete Fujitsu royalty payments due for FY1997 and FY1998 (FUJITSU)	TELL0004495	TELL0004495				
01075		01/29/1999	Letter attaching a breakdown of royalties for the annual fee 1999 (FUJITSU)	TELL0004249	TELL0004249		901		
01076		03/18/1999	Application for Certification of Tax Payment (FUJITSU)	TELL0004575	TELL0004575		401-403 901		
01077		03/01/1999	Letter attaching a breakdown of previously unreported royalties incurred in FY98 (FUJITSU)	TELL0004246	TELL0004248				
01078		05/28/1999	Letter attaching a breakdown of royalties for the period of 1/99 to 4/99 (FUJITSU)	TELL0004576	TELL0004576				
01079		08/27/1999	Letter attaching a breakdown of royalties for the period of 4/99 to 7/99 (FUJITSU)	TELL0004565	TELL0004565				
01080		11/29/1999	Letter attaching a breakdown of royalties for the period of 7/99 to 10/99 (FUJITSU)	TELL0004564	TELL0004564				
01081		01/31/2000	Letter attaching a breakdown of royalties for the annual licensing fee FY2000 (FUJITSU)	TELL0004245	TELL0004245				
01082		02/25/2000	Application for Certification of Tax Payment (FUJITSU)	TELL0004485	TELL0004485		401-403 901		
01083		02/29/2000	Letter attaching a breakdown of royalties for the period 10/99 to 1/00 (FUJITSU)	TELL0004487	TELL0004487				

01084		05/30/2000	Letter attaching a breakdown of royalties for the period 1/00 to 4/00 (FUJITSU)	TELL0004243	TELL0004243				
01085		08/29/2000	Letter attaching a breakdown of royalties for the period 4/00 to 7/00 (FUJITSU)	TELL0004242	TELL0004242				
01086		11/30/2000	Letter attaching a breakdown of royalties for the period 7/00 to 10/00 (FUJITSU)	TELL0004241	TELL0004241				
01087		01/31/2001	Letter attaching a breakdown of royalties for the annual fee FY2001 (FUJITSU)	TELL0004240	TELL0004240				
01088		02/23/2001	Application for Certification of Tax Payment (FUJITSU)	TELL0004325	TELL0004325		401-403 901		
01089		03/01/2001	Letter attaching a breakdown of royalties for the period 10/00 to 1/01 (FUJITSU)	TELL0004239	TELL0004239				
01090		05/30/2001	Letter attaching a breakdown of royalties for the period 1/01 to 4/01 (FUJITSU)	TELL0004238	TELL0004238				
01091		08/29/2001	Letter attaching a breakdown of royalties for the period 4/01 to 7/01 (FUJITSU)	TELL0004237	TELL0004237				
01092		11/29/2001	Letter attaching a breakdown of royalties for the period 7/01 to 10/01 (FUJITSU)	TELL0004236	TELL0004236				
01093		01/31/2002	Letter attaching a breakdown of royalty payment for annual fee FY2002 (FUJITSU)	TELL0004235	TELL0004235				
01094		02/01/2002	E-mail chain regarding wired royalty payments (FUJITSU)	TELL0004305	TELL0004305		401-403		
01095		02/26/2002	Application for Certification of Tax Payment (FUJITSU)	TELL0004311	TELL0004311		401-403 901		

01096		01/04/2002	Telcordia invoice for Fujitsu annual royalty fee for FY2002 (FUJITSU)	TELL0006147	TELL0006147				
01097		03/01/2002	Letter attaching a breakdown of royalties for the period 10/01 to 12/01 (FUJITSU)	TELL0004234	TELL0004234				
01098		05/30/2002	Letter attaching a breakdown of royalties for the period 1/02 to 4/02 (FUJITSU)	TELL0004233	TELL0004233				
01099		08/29/2002	Letter attaching a breakdown of royalties for the period 4/02 to 7/02 (FUJITSU)	TELL0004232	TELL0004232				
01100		11/29/2002	Letter attaching a breakdown of royalties for the period 7/02 to 10/02 (FUJITSU)	TELL0004231	TELL0004231				
01101		01/31/2003	Letter attaching a breakdown of royalty payment for annual fee FY2003 (FUJITSU)	TELL0004230	TELL0004230				
01102		01/31/2003	Letter regarding Maria Escalante's departure from Telcordia (FUJITSU)	TELL0004287	TELL0004287		401-403		
01103		01/06/2003	Telcordia invoice for Fujitsu annual royalty fee FY2003 (FUJITSU)	TELL0006150	TELL0006150				
01104		02/28/2003	Letter attaching a breakdown of royalties for the period 10/02 to 1/03 (FUJITSU)	TELL0004229	TELL0004229				
01105		05/30/2003	Letter attaching a breakdown of royalties for the period 1/03 to 4/03 (FUJITSU)	TELL0004228	TELL0004228				
01106		08/29/2003	Letter attaching a breakdown of royalties for the period 4/03 to 7/03 (FUJITSU)	TELL0004227	TELL0004227				
01107		11/28/2003	Letter attaching a breakdown of royalties for the period 7/03 to 10/03 (FUJITSU)	TELL0004226	TELL0004226				

01108		01/30/2004	Letter attaching a breakdown of royalty payment for annual fee FY2004 (FUJITSU)	TELL0004214	TELL0004214				
01109		02/26/2004	Application for Certification ofTax Payment (FUJITSU)	TELL0004210	TELL0004210		401-403 901		
01110		01/06/2004	Telcordia invoice for Fujitsu annual royalty fee for FY2004	TELL0006153	TELL0006153				
01111		02/27/2004	Letter attaching a breakdown of royalties for the period 10/03 to 1/04 (FUJITSU)	TELL0004212	TELL0004212				
01112		05/28/2004	Letter attaching a breakdown of royalties for the period 1/04 to 4/04 (FUJITSU)	TELL0004207	TELL0004207				
01113		08/27/2004	Letter attaching a breakdown of royalties for the period 4/04 to 7/04 (FUJITSU)	TELL0004221	TELL0004221				
01114		11/29/2004	Letter attaching a breakdown of royalties for the period 7/04 to 10/04 (FUJITSU)	TELL0004197	TELL0004197				
01115		01/31/2005	Letter attaching a breakdown of annual royalty payment for FY2005 (FUJITSU)	TELL0004174	TELL0004174				
01116		02/03/2005	Letter acknowledging receipt of annual royalty payment for FY2005 (FUJITSU)	TELL0004273	TELL0004273				
01117		01/05/2005	Telcordia invoice for Fujitsu annual royalty fee for FY2005 (FUJITSU)	TELL0006156	TELL0006156				
01118		03/01/2005	Letter attaching a breakdown of royalties for the period 10/04 to 12/04 (FUJITSU)	TELL0004218	TELL0004218				
01119		05/30/2005	Letter attaching a breakdown of royalties for the period 1/05 to 4/05 (FUJITSU)	TELL0004217	TELL0004217				

01120		08/29/2005	Letter attaching a breakdown of royalties for the period 4/05 to 7/05 (FUJITSU)	TELL0004173	TELL0004173				
01121		11/29/2005	Letter attaching a breakdown of royalties for the period 7/05 to 10/05 (FUJITSU)	TELL0004172	TELL0004172				
01122		01/05/2006	Telcordia invoice for Fujitsu annual royalty fee FY2006 (FUJITSU)	TELL0006159	TELL0006159				
01123		01/26/2001	Telcordia Technologies, Inc. Royalty Compliance Investigation Patent License Agreement between Telcordia Technologies, Inc. and Fujitsu Limited Relating to ATM Equipment (FUJITSU)	TELC0278166	TELC0278174				
01124		08/28/2001	Patent License Agreement between Telcordia Technologies, Inc. and Netro Corporation (NETRO)	TELL0000981	TELL0000996				
01125		03/28/2001	Letter enclosing royalty reports for Q3 and Q4 2001 (NETRO)	TELL0002831	TELL0002832				
01126		10/29/2001	E-mail regarding a missing payment (NETRO)	TELL0002852	TELL0002852		401-403		
01127		10/31/2001	Fax attaching a copy of royalty payment (NETRO)	TELL0002844	TELL0002846				
01128		10/31/2001	Copy of check no. 050116 for royalty payment (NETRO)	TELL0002849	TELL0002850				
01129		10/31/2001	Telcordia invoice for Netro initial patent licensing fee (NETRO)	TELL0006264	TELL0006265				
01130		02/14/2002	Telcordia invoice for royalty payment FY2002 (NETRO)	TELL0006267	TELL0006268				
01131		02/07/2002	E-mail regarding the arrival of a wired payment (NETRO)	TELL0002838	TELL0002838		401-403		
01132		02/14/2002	E-mail regarding the application of a royalty payment (NETRO)	TELL0002841	TELL0002841		401-403		

01133		02/07/2002	Printout of Licensing fee payment information (NETRO)	TELL0002843	TELL0002843		401-403 901 1002		
01134		02/11/2003	Internal e-mail regarding the upkeep of files for royalty contracts (NETRO)	TELL0002833	TELL0002834		401-403		
01135		07/01/2002	Letter enclosing royalty reports for Quarters 3 and 4 of FY2001 and Quarters 1 and 2 for FY2002 (NETRO)	TELL0002847	TELL0002847		1002		
01136		07/10/2002	Chart titledTelecordia (sic) SRTS License Report (NETRO)	TELL0002848	TELL0002848				
01137		09/16/2002	Telcordia invoice for royatlty payment for FY2002 (NETRO)	TELL0006276	TELL0006277				
01138		10/08/2002	Letter regarding Netro's request for a change in payment terms on license (NETRO)	TELC0276533	TELC0276534				
01139		12/17/2002	Telcordia invoice for royalty (NETRO)	TELL0006270	TELL0006271				
01140		03/17/2003	E-mail regarding payment of a late royalty fee (NETRO)	TELC0276531	TELC0276531				
01141		03/21/2003	Telcordia invoice for wire of late royalty payment (NETRO)	TELL0006273	TELL0006274				
01142		09/20/2004	letter regarding the takeover of Netro assets by SR Telecom (NETRO)	TELL0002861	TELL0002861				
01143		11/03/2004	Letter regarding the payment of royalties by SR Telecom (NETRO)	TELL0002858	TELL0002858				
01144		11/17/2004	Letter regarding the payment of royalties by SR Telecom (NETRO)	TELL0002825	TELL0002825				
01145		12/02/2004	Letter regarding the payment of overdue Netro royalties by SR Telecom (NETRO)	TELL0002816	TELL0002816				

01146		12/16/2004	Letter regarding the payment of overdue Netro royalties by SR Telecom (NETRO)	TELL0002819	TELL0002819				
01147		12/17/2004	E-mail regarding the payment of overdue Netro royalties by SR Telecom (NETRO)	TELL0002814	TELL0002814				
01148		12/17/2004	E-mail regarding the payment of overdue Netro royalties by SR Telecom - Redacted (NETRO)	TELL0002781	TELL0002781		401-403 901 1002		
01149		12/20/2004	E-mail regarding the payment of overdue Netro royalties by SR Telecom (NETRO)	TELL0002813	TELL0002813		901		
01150		01/06/2005	Letter regarding the payment of overdue Netro royalties by SR Telecom (NETRO)	TELL0002811	TELL0002811				
01151		01/26/2005	Letter regarding the payment of overdue Netro royalties by SR Telecom (NETRO)	TELL0002807	TELL0002807				
01152		01/28/2005	E-mail regarding the settlement of the issue of outstanding royalty payments owed (NETRO)	TELL0002806	TELL0002806				
01153		02/01/2005	Letter regarding the settlement of the issue of outstanding royalty payments owed (NETRO)	TELL0001019	TELL0001019		1002 401-403 901		
01154		02/11/2006	Letter regarding the settlement of the issue of outstanding royalty payments owed (NETRO)	TELL0001017	TELL0001018		901		
01155		04/28/2005	Letter regarding the termination of contract (NETRO)	TELL0002855	TELL0002855				
01156		11/19/2001	Letter acknowledging the addition of SAS-E2204-2 to licensed products under Telordia (NETRO)	TELL0002830	TELL0002830				

01157		04/10/2002	Letter acknowledging the addition of SAS4-X2411-23 to licensed products under Telcordia (NETRO)	TELL0002829	TELL0002829				
01158		10/25/2002	Letter acknowledging the addition of SAS4-X2122-1S to licensed products under Telcordia (NETRO)	TELL0002828	TELL0002828				
01159		00/00/0000	Chart of Royalty Payments to Telcordia	TELX9000001	TELX9000001				
01160		00/00/0000	Chart of Monies applied to GL account 301917 (Operating Revenue-Patents)	TELX9000002	TELX9000002		401-403		
01161		00/00/0000	Chart of Roylaty Payments to Telcordia from July 31, 1999 to April 17, 2003	TELX9000004	TELX9000004		401-403		
01162		10/00/2003	ONG SONET/SDH ASICs	CSCO 0330-1616	CSCO 0330-1629		401-403 801-802		
01163		09/24/2003	ONS-15310-MA CTX-MB Hardware Functional Specification, Revision 0.02	CSCO 0332-1483	CSCO 0332-1565				
01164		08/11/2003	NG310 Cross-Connect Sub-System Software Design Specification for the 15310 Platform	CSCO 0335-0905	CSCO 0335-0935		401-403		
01165		05/16/2005	Amazon ASIC Specification	CSCO 0562-0001	CSCO 0562-0489				
01166		09/06/2002	Arrive Technologies: Amazon ASIC Specification	ATI20349	ATI20693		401-403 801-802		
01167		05/02/2005	OCEAN ASIC Hardware Functional Specification	CSCO 0179-1272	CSCO 0179-1272				
01168		07/19/2002	Optical Transcport Business Unit ShinerBock (SB) ASIC Specification	ATI19311	ATI19502		401-403 801-802		
01169		04/02/2001	XTC ASIC Data Sheet Rev 2.1	CSCO 0184-0149	CSCO 0184-0462		401-403		

01170		05/01/2003	XTC2 ASIC Lab Validiation Plan	CSCO 0184-0463	CSCO 0184-0490		401-403 801-802		
01171		07/26/2004	XTC3 ASIC Data Sheet Rev. 1.1	CSCO 0551-0692	CSCO 0551-1022		401-403		
01172		02/28/2005	mADM ASIC Functional Specification Rev. 0.2	CSCO 0332-1711	CSCO 0332-1886				
01173		10/00/2005	ONG ASIC Portfolio	CSCO 0414-1880	CSCO 0414-1880		401-403 801-802		
01174		09/20/2004	CTX-CL System Functional Specification: Commons Board for Control, Timing, Cross Connect and Optical Interface, Electrical Interface	CSCO 0209-1204	CSCO 0209-1276		401-403		
01175		06/21/2004	15310 MA CTX P1R2 Hardware Bring Up and Functional Test Plan	CSCO 0336-1115	CSCO 0336-1197		401-403 801-802		
01176		03/03/2003	CTX-MA Module Feature System Functional Specification	CSCO 0209-1653	CSCO 0209-1743		401-403		
01177		01/12/2005	ONS 15600 Procedure Guide, Release 1.1	CSCO 0116-0992	CSCO 0116-1381				
01178		08/00/2005	ONS 15327 Procedure Guide, Release 6.0	CSCO 0102-0795	CSCO 0102-1414				
01179		11/00/2005	ONS 15327 Procedure Guide, Release 7.0						
01180		00/00/2005	ONS 15310-MA SONET Multiservice Platform - At A Glance						
01181		03/14/1994	Letter attaching a proposed license agreement for U.S. Patent Nos. 5,260,978 and 4,893,306	TELC0269856	TELC0269856				
01182		06/16/1994	Letter indicating that it is highly likely that the '306 and '978 patents are used in Cisco products	TELC0256444	TELC0256444				

01183		11/10/1994	Letter enclosing copies of the '306 and '978 patents to determine if Cisco is interersted in a license	TELC0256226	TELC0256226				
01184		12/06/1994	E-mail regarding a letter from Bellcore about their SRTS patent	CSCO 0316-0341	CSCO 0316-0341				
01185		02/00/1995	Notes on February 1995 ATM Forum Meeting	BEL 040201	BEL 040205				
01186		02/17/1995	WITHDRAWN Letter informing ANSI that the '978 patent may be required to implement ANSI T1.630-1993	TELC0313010	TELC0313010				
01187		02/17/1995	WITHDRAWN Letter informing Dr. Irmer that the '978 patent may be required to implement ITU-T Recommendation I.363	TELC3163336	TELC3163336				
01188		03/15/1995	E-mail regarding licensing negotiations with Cisco	CSCO 0316-0349	CSCO 0316-0349				
01189		03/15/1995	E-mail regarding companies contacted for licesncing of SRTS patent	CSCO 0316-0350	CSCO 0316-0351				
01190		03/15/1995	WITHDRAWN E-mail regarding negotiaitions between Cisco and Bellcore	CSCO 0316-0346	CSCO 0316-0346				
01191		03/16/1995	WITHDRAWN E-mail summarizing the discussion between Tellabs and Bellcore about the SRTS patent	CSCO 0316-0343	CSCO 0316-0344				

01192		03/29/1995	E-mail regarding negotiations of a license fee between Bellcore and Cisco	CSCO 0316-0354	CSCO 0316-0354				
01193		03/29/1995	E-mail regarding fairness of the licensing terms offered to Cisco	CSCO 0316-0355	CSCO 0316-0355				
01194		01/15/1996	Press Release about increased performance of Cisco's 7010 and 7000 routers	CSCO 0676-0745	CSCO 0676-0746				
01195		06/03/1996	Letter informing the ITU that Bellcore has been issued the '978 patent	TELC0272720	TELC0272720				
01196		06/03/1996	Letter infroming ANSI that Bellcore has been issued the '978 patent	TELC0272721	TELC0272721				
01197		03/31/1997	Press release announcing that Cisco 7200 and LightStream 1010 will help integrate voice, video and data over high-speed ATM backbones	CSCO 0676-0916	CSCO 0676-0918				
01198		10/20/1998	Letter regarding an agreement between Cisco and Bellore to not take legal action against each other for eighteen months or the lifetime of the MOU	TELC0256592	TELC0256592				
01199		05/12/1999	Press release announcing that Cisco's Catalyst 8540 wins Network Magazine's product of the year	CSCO 0676-0020	CSCO 0676-0021				
01200		09/19/2001	Letter informing Telcordia that the issues raised in their September 7, 2001 will be addressed by Baker Botts once they have had a chance to review them	TELC0256521	TELC0256521				
01201		12/11/2002	Letter offering Cisco the opporunity to engage in a joint R&D effort with Telcordia that would also include a license agreement	TELC0237413	TELC0237413				

01202		12/16/2002	E-mail attaching letter and viewgraphs as part of an effort to resolve patent licensing issues	TELC0237465	TELC0237465				
01203		04/14/2003	Memo regarding Cisco Meeting and Recommendations	TELC0239061	TELC0239062				
01204		08/05/2003	Telcordia's Patent Presentation to Cisco	TELL0003275	TELL0003332				
01205		09/15/2003	Letter enclosing a copy of Telcordia's patent presentation to Cisco	CSCO 0643-0789	CSCO 0643-0791				
01206		11/21/2003	Letter addressing requests made by Cisco during Thursday's teleconference	CSCO 0643-0793	CSCO 0643-0800				
01207		09/09/2004	Letter regarding the possibility of settelment discussions before a formal complaint is served	TELC0256180	TELC0256186		408 801-802		
01208		09/29/2004	Letter attempting to start negotiations to resolve case, but warning Cisco that Telcordia must file a complaint in 120 days if a resolution is not found				408 801-802		
01209		12/07/1990	Study Group XVIII/8 Contribution D	TELC0373793	TELC0373797	Kittams 03			
01210		06/00/1991	Study Group XVIII- Contribution D/1451q	TELC0006708	TELC0006711	Kittams 04			
01211		11/04/1991	Synchronous Residue-TS: A Compromise of SFET/TS	KITT0000020	KITT0000026	Kittams 10			
01212		12/00/1991	Report of the Meeting of SWP XvIII/8-3	TELC0372339	TELC0372345	Kittams 09			
01213		12/13/1991	Synchronous Residue-Time Stamp: A Combination of SFET/TS	TELC0373706	TELC0373711	Kittams 11			
01214		12/02/1991	Revised Text of I.363 Section 2 (AAL type 1)	TELC0006616	TELC0006613 4				

01215		00/00/1991	ITU Recommendation I.363	CSCO 0001-1483	CSCO 0001-1501				
01216		08/30/1993	ANSI T1.630-1993: Broadband ISDN- ATM Adaption Layer for Constant Bit Rate Services Functionality and Specification	CSCO 0274-1712	CSCO 0274-1784				
01217		08/00/1996	ITU-T Recommendation I.363.1	CSCO 0317-0967	CSCO 0317-1013	Muntz 22			
01218		01/00/1997	The ATM Forum Technical Committee Circuit Emulation Service Interoperability Specification Version 2.0	CSCO 0329-0266	CSCO 0329-0366	Muntz 21			
01219		12/15/1999	ANSI T1.630-1999: Broadband ISDN- ATM Adaption Layer for Constant Bit Rate Services Functionality and Specification	TELC0273672	TELC0273684				
01220		00/00/0000	Bylaws of The ATM Form	CSCO 0698-0190	CSCO 0698-0209				
01221		00/00/0000	Guidelines for Implementation of the TSB Patent Policy	TELD0023043	TELD0023048				
01222		00/00/0000	Annex 1 (to TSB Circular 245) Statement on TSB Patent Policy	TELD0022870	TELD0022870				
01223		12/05/1974	American National Standards Institute Patent Policy	BEL 137568	BEL 137568				
01224		09/11/1987	Memo regarding patents and standards orginizations	BEL 137609	BEL 137614				
01225		06/00/1988	CCITT Study Group XVIII: Annex 5; Statement on CCITT Patent Policy	TELC3215610	TELC3215610		1002		
01226		06/00/1992	Accredited Standards Committee T1-Telecommunications Procedures Manual- Sixth Edition	TELD0016226	TELD0016230				

01227		06/00/1993	Accredited Standards Committee T1-Telecommunications Procedures Manual-Seventh Edition	TELD0016233	TELD0016238				
01228		06/00/1993	Accredited Standards Committee T1-Telecommunications Procedures Manual-Seventh Edition- Eighth Edition	TELD0016240	TELD0016245				
01229		02/00/2000	Standards Committee T1-Telecommunications Procedures Manual	TELD0016347	TELD0016446				
01230		11/05/1991	Letter Re: Bellcore Policy on Patents Relating to Standards	BEL 137527	BEL 137527				
01231		02/17/1995	Letter infroming ANSI that the '978 patent may apply to ANSI T1.630-1993	TELC0313010	TELC0313010				
01232		02/17/1995	Letter informing the ITU that the '978 patent may be required to implement ITU-T Recommendation I.363	TELC3163336	TELC3163336				
01233		01/26/1995	E-mail Re: AF-SAA: atm95-0070, Comments on Circuit Emulation Straw Vote	CSCO 0316-0325	CSCO 0316-0326				
01234		01/27/1995	E-mail Re: Patent Disclosure/use in contribution 95-0070	CSCO 0316-0327	CSCO 0316-0328	Fedorkow 14	801-802		
01235		01/27/1995	E-mail regarding status	CSCO 0316-0329	CSCO 0316-0329	Fedorkow 5	801-802		
01236		02/13/1995	E-mail Re: Report from the February ATM Forum	CSCO 0246-1983	CSCO 0246-1990		801-802		
01237		03/15/1995	E-mail Re; question on CES	CSCO 0316-0350	CSCO 0316-0351				
01238		03/15/1995	E-mail Re: Question on CES	CSCO 0316-0346	CSCO 0316-0346				

01239		03/16/1995	E-mail Re: More on SRTS patent	CSCO 0316-0343	CSCO 0316-0344				
01240		03/29/1995	E-mail Re: CES	CSCO 0316-0355	CSCO 0316-0355				
01241		03/31/1995	E-mail Re: a way around SRTS?	CSCO 0316-0360	CSCO 0316-0360				
01242		04/13/1995	Statement Against the Motion to Forward the CES Spec	CSCO 0246-1979	CSCO 0246-1982				
01243		04/14/1995	ATM Forum Meeting Notes	CSCO 0246-1962	CSCO 0246-1970				
01244		05/01/1995	E-mail Re: AF-ALL: SAA/CES Meeting Report Denver	CSCO 0562-0930	CSCO 0562-0936				
01245		06/10/1995	June ATM Forum Meeting Notes	CSCO 00246-1971	CSCO 00246-1978				
01246		09/06/1995	E-mail Re: CES Interoperability Spec.	CSCO 0562-0929	CSCO 0562-0929		401-403 801-802		
01247		08/28/1998	Bellcore Agreement for Technical Auditing Services effective as of 09/03/1998	TELC0668296	TELC0668313		401-403		
01248		07/25/1989	Master Agreement for Operations Systems Modifications for the Integration of Network Elements (OSMINE) effective 12/10/1989 between Bellcore and AT&T	TELC0665620.001	TELC0665620.029		401-403		
01249		12/06/1995	Master Agreement for Operations Systems Modifications for the Integration of Network Elements (OSMINE) effective 04/01/1996, between Bellcore and AT&T updating 12/10/1989	TELC0670997	TELC0670998		401-403 901 1002		

01250		09/26/1998	Bellcore Master Agreement for Technical Auditing Services for AT&T Transmission Systems effectove as of 11/04/1991	TELC0671126	TELC0671142		401-403		
01251		08/17/1998	Master Agreement Operartions Systems Modifications for the Integration of Network Elements (OSMINE) between Cisco Systems, Inc. and Bell Communciations Research, Inc.	TELC0671533	TELC0671545				
01252		07/29/1997	Bellcore Master Agreement for Technical Auditing Services between Cisco Systems Inc and Bell Communications Research Inc.	TELC0671672	TELC0671688		401-403		
01253		08/08/1995	Bellcore Master Agreement for Technical Auditing Services between Cisco Systems Inc. and Bell Communications Research Inc.	TELC0671834	TELC0671848		401-403		
01254		00/00/1995	notes.ATMF.mtg: Discussions with Vendors (by company)	BEL 040202	BEL 040205				
01255		01/08/1997	Letter from Bruce Sidran to Daniel Smith Re: Licensing of Bellcore's ATM patent porfolio, dated January 8, 1997	BEL 044091	BEL 044092				
01256		01/08/1997	Letter from Bruce Sidran to Jeong Kim Re: Licensing of Bellcore's ATM patent porfolio, dated January 8, 1997	BEL 044315	BEL 044316				
01257		01/08/1997	Letter from Bruce Sidran to Steve Kim Re: Licensing of Bellcore's ATM patent porfolio, dated January 8, 1997	BEL 044313	BEL 044314				

01258		02/14/1997	Letter from Newbridge to Bruce Sidran Re: Licensing of bellcore's ATM Patent Portfolio, dated February 14, 1997	BEL 024813	BEL 024813		1002		
01259		02/28/1997	Letter from Bruce Sidran to Sal Auria Re: Licensing of Bellcore's ATM patent portfolio, dated February 28, 1997	TELC0269883	TELC0269884				
01260		04/10/1998	Bell Communications Research, Inc. Term Sheet for ATM Equipment Patent License AgreementApril 10, 1998	TELL0000620	TELL0000627		1002		
01261		10/22/1998	E-mail from Dave Sincoskie to Sanjiv Re: Negotiation Seminar, dated October 22, 1998	TELC0048893	TELC0048893				
01262		06/09/1999	Letter from Vince Kovalick to David Fogg Re: Telcordia Licensing Program, dated June 9, 1999	TELC0276411	TELC0276418				
01263		04/12/1999	Letter from Vince Kovalick to Richard McGinn Re: Telcordia Technologies, Inc.'s Intellectual Property, dated April 12, 1999	TELC0258499	TELC0258499				
01264		06/07/2000	Letter from John Berres to Vernon Anthony Re: Response to Telcordia's Patent Licensing Program options for Alcatel, dated June 7, 2000	TELC0302668	TELC0302668				
01265		07/05/2000	Letter from Steve Joroff to Ross Werner Re: License Agreement under Telcordia's U.S. Patent 5,260,978SRTS, dated July 5, 2000	TELC0276829	TELC0276830				
01266		09/10/2001	Cisco's Master Records Retention Schedule	CSCO 0083-0466	CSCO 0083-0515		401-403		
01267		10/18/2001	Letter from Steve Joroff to Avi Zakai Re: Licensing of U.S. Patent No. Re 36,633, dated October 18, 2001	TELC0270064	TELC0270064				

01268		12/13/2004	WITHDRAWN E-mail from Nicole Napolitano to Michael Gray Re: Fw: Telcordia Meetings - 10AM and 12:30PM on Thursday, dated December 13, 2004	PROV 00675	PROV 00724				
01269		01/12/2005	Various e-mails from Guy Fedorkow to various recipients, dated 1999 through 2005	CSCO 0316-0205	CSCO 0316-0464				
01270		01/20/2005	WITHDRAWN E-mail from Christopher Halpin to Michael Gray Re: FW: Telcordia report, dated January 20, 2005	PROV 00757	PROV 00762				
01271		02/17/2005	WITHDRAWN E-mail from Ann Kristin Karlsen to various recipients Re: Draft Information Memorandum, dated February 17, 2005	PROV 00570	PROV 00606				
01272		05/23/2005	WITHDRAWN E-mail from Christopher Halpin to various recipients Re: Fw: IPotential Overview, dated May 23, 2005	PROV 00763	PROV 00771				
01273		07/22/2005	WITHDRAWN E-mail from Mitchell Weiss to various recipients Re: Fw: FORM 10Q - V 1.0 (July 22, 2005), dated July 22, 2005	PROV 00620	PROV 00645				

01274		10/21/2005	WITHDRAWN E-mail from Mitchell Weiss to various recipients Re: Fw: Final Report - Telcordia, dated October 21, 2005	PROV 00772	PROV 00782				
01275		04/20/1994	Intellectual Property Agreement between Bell Communications Research, Inc. and Ameritech Services, Inc.	TELD0004996	TELD0005008	Giordano 03	1002		
01276		01/01/1989	Patent License Agreement between American Telephone and Telegraph Co. and Bell Communications Research, Inc.	TELD0005045	TELD0005058	Giordano 04			
01277		12/00/1994	GR-253-CORE, Issue 1- Synchronous Optical Network (SONET) Transportation Systems: Common Generic Criteria	TELC0256760	TELC0256792		1002		
01278		12/00/1997	GR-253 CORE, Issue 2 w/ Revision 1- Synchronous Optical Network (SONET) Transportation Systems: Common Generic Criteria	TELC0285541	TELC0285573		1002		
01279		01/00/1997	GR-253-CORE, Issue 2 with Revision 2- Synchronous Optical Network (SONET) Transportation Systems: Common Generic Criteria	TELC0286296	TELC0286324		1002		
01280		06/27/1997	WITHDRAWN Generic Requirements Participation Agreement between Alcatel and Bellcore	TELC0000550	TELC0000563				

01281		05/01/1998	WITHDRAWN Generic Requirements Participation Agreement between Alcatel and Bellcore	TELC0001162	TELC0001177				
01282		04/05/1999	WITHDRAWN Alcatel Completes Tender Offer for Xylan Corporation						
01283		04/12/1999	Letter informing Newbridge that Telcordia intends to enforce its patent portfolio against all infringers	TELC0259978	TELC0259978				
01284		05/25/2000	WITHDRAWN Alcatel Completes its Acquisition of Newbridge Networks						
01285		06/02/2005	WITHDRAWN Letter regarding licensing the '633 patent to Alcatel Canada	TELC0302345	TELC0302348				
01286		06/17/2005	WITHDRAWN Letter regarding the connection between outstanding issues regarding the exprired Newbridge license of the '633 patent and granting a license of the '633 patent to Alcatel Canada						
01287		11/21/2000	Letter addressing the requests for more information made by Mr. Berres in his November 17, 2000 letter	TELC0256703	TELC0256704				

01288		06/13/2002	WITHDRAWN Letter regarding deteriorating tenor of patent licensing negotiations	TELC0271760	TELC0271761 .001				
01289		12/16/2004	WITHDRAWN Telcordia's Patent Presentation to Alcatel						
01290		03/16/2005	WITHDRAWN Letter requesting the renewal the July 17, 1999 patent license agreement	TELC0298868	TELC0298869				
01291		12/16/2004	E-mail attaching a copy of the Q2/Q3 royalty report	TELC0257504	TELC0257505				
01292		04/04/2005	WITHDRAWN Letter responding to Don Burley's March 25, 2005 letter and requesting terms offered to the rest of the industry for the '633 patent	TELC0256323	TELC0256325				
01293		03/25/2005	WITHDRAWN Letter outlining issues that must be addressed before Telcordia can enter into good-faith negotiations on a license agrrement	TELC0297110	TELC0297111				
01294		04/13/2005	WITHDRAWN Letter requesting missing royalty reports and the identification of all Alcatel products that implement SRTS	TELC0256326	TELC0256329				

01295		06/02/2005	WITHDRAWN Letter informing Alcatel that Telcordia is willing to enter into a license agreement with Alcatel and that Telcordia must decide whether to add the '633 patent to the case against Alcatel by June 14	TELC0302342	TELC0302344				
01296		03/11/2005	WITHDRAWN Letter regarding the question of whether Alcatel is license under the '306 and '633 patents	TELC0257489	TELC0257491				
01297		10/11/1988	Letter informing ANSI that Bellcore believes it holds patents for inventions that are required for implementation of ANSI T1.105-1988	TELD0014967	TELD0014968				
01298		11/25/1997	Generic Requirements Participation Agreement between Lucent Technologies and Bellcore	TELC0002329	TELC0002349				
01299		00/00/0000	Product Index: Cisco MGX 8220 ATM Edge Concentrator, Cisco 75xx Series Routers and Cisco 3600 Frame Relay Access Device	TELC0222558	TELC0222562		801-802 1002		
01300		03/12/1999	WITHDRAWN Covenant Not to Sue between Bell Communciations Research, Inc. and Mitel Corporation						

01301		01/15/2001	WITHDRAWN Subscription and License Agreement for Telcordia Copyrighted Publications and AXESS PointService between Telcordia and Alcatel USA	TELC0005411	TELC0005420				
01302		06/05/2002	Infineon Technologies: IWE8 Interworking Element for 8 E1/T1 Lines PXB4219 / PXB4220 / PXB42221, Version 3.2	TELC0293838 TELC0293855 TELC0293861	TELC0293838 TELC0293855 TELC0293861		401-403		
01303		05/00/2002	PM73122 AAL1GATOR-32, ATM Adaption Layer 1 Segmentation and Reassembly Processor-32 Datasheet	P00001-0004143	P00001-0004143				
01304		07/23/1997	Patent License Agreement between Bell Communications Research, Inc. and Integrated Telecom Technology, Inc.	BEL 24179	BEL 24206				
01305		12/06/1995	Letter informing Bellcore that AT&T is restructuring and proposing an amendment to the Master Agreement for OSMINE in light of this change	TELC0670998	TELC0670998		401-403		
01306		00/00/0000	2000 to 2004 Sales Orders (Produced by CISCO 3/16/06, CSCO 0445 - 0001)						
01307		00/00/0000	2005 Sales Orders (Produced by CISCO 3/16/06, CSCO 0445 - 0001)						
01308		00/00/0000	2006 Year to Date (3/10) Sales Orders (Produced by CISCO 3/16/06, CSCO 0445 - 0001)						
01309		00/00/0000	LU 3027742 - Lucent Financial and Sales Data	LU 3027742	LU 3027742				
01310		00/00/0000	LU 3027743 - Lucent Financial and Sales Data	LU 3027743	LU 3027743				

01311		00/00/0000	LU 3027744 - Lucent Financial and Sales Data	LU 3027744	LU 3027744				
01312		00/00/0000	LU 3027745 - Lucent Financial and Sales Data	LU 3027745	LU 3027745				
01313		00/00/0000	LU 3027746 - Lucent Financial and Sales Data	LU 3027746	LU 3027746				
01314		00/00/0000	LU 3027747 - Lucent Financial and Sales Data	LU 3027747	LU 3027747				
01315		00/00/0000	Charts, summaries, and/or calculations of voluminous material, including financial and sales records, pursuant to Federal Rule of Evidence 1006				401-403 801-802 901 1002		
01316			United States v. American Tel. & Tel. Co., 552 F. Supp. 131 (D.D.C. 1982)				401-403		
01317			United States v. West. Elec. Co., 673 F. Supp. 525 (D.D.C. 1987)				401-403		
01318			United States v. West. Elec. Co., 900 F.2d 283 (D.D.C. 1990)				401-403		
01319			United States v. West. Elec. Co., 569 F. Supp. 1057 (D.D.C. 1983)				401-403		
01320			H.R. Rep. No. 104-458 (1996) (Conf. Rep.), 440 PLI/Pat (May 6, 1996)				401-403		

01321			Report and Order, IN THE MATTER OF IMPLEMENTATION OF SECTION 273(D)(5) OF THE COMMUNICATIONS ACT OF 1934, AS AMENDED BY THE TELECOMMUNICATIONS ACT OF 1996 -- DISPUTE RESOLUTION REGARDING EQUIPMENT STANDARDS, GC Docket No. 96-42, FCC 96-205, 11 F.C.C.R. 12,955, 1996 WL 711013 (F.C.C. May 7, 1996)				401-403		
01322			First Report and Order, IN THE MATTER OF IMPLEMENTATION OF THE LOCAL COMPETITION PROVISIONS IN THE TELECOMMUNICATIONS ACT OF 1996, CC Docket No. 96-98, Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers, CC Docket No. 95-185, FCC 96-325, 11 F.C.C.R. 15,499, 1996 WL 452885 (F.C.C. August 8, 1996)				401-403		
01323			Notice of Proposed Rulemaking, IN THE MATTER OF IMPLEMENTATION OF SECTION 273 OF THE COMMUNICATIONS ACT OF 1934, AS AMENDED BY THE TELECOMMUNICATIONS ACT OF 1996, CC Docket No. 96-254, FCC 96-472, 11 F.C.C.R. 21,784, 1996 WL 714310 (F.C.C. December 11, 1996)				401-403		

01324			First Report and Order and Further Notice of Proposed Rulemaking,IN THE MATTER OF IMPLEMENTATION OF THE NON-ACCOUNTING SAFEGUARDS OF SECTIONS 271 AND 272 OF THE COMMUNICATIONS ACT OF 1934, AS AMENDED, CC Docket No. 96-149, FCC 96-489, 11 F.C.C.R. 21,905, 13 F.C.C.R. 11,230, 1996 WL 734160 (F.C.C. December 24, 1996)				401-403		
01325			Second Further Notice of Proposed Rulemaking, IN MATTER OF IMPLEMENTATION OF THE LOCAL COMPETITION PROVISIONS IN THE TELECOMMUNICATIONS ACT OF 1996, INTERCONNECTION BETWEEN LOCAL EXCHANGE CARRIERS AND COMMERCIAL MOBILE RADIO SERVICE PROVIDERS, CC Docket No. 96-98, CC Docket No. 95-185, FCC 99-70, 14 F.C.C.R. 8694, 1999 WL 221834 (F.C.C. April 16, 1999)				401-403		
01326			Third Report and Order and Fourth Further Notice of Proposed Rulemaking, IN THE MATTER OF IMPLEMENTATION OF THE LOCAL COMPETITION PROVISIONS OF THE TELECOMMUNICATIONS ACT OF 1996, CC Docket No. 96-98, FCC 99-238, 15 F.C.C.R. 3696, 16 F.C.C.R. 1724, 1999 WL 1008985 (F.C.C. November 5, 1999)				401-403		

01327			Memorandum Opinion and Order, IN THE MATTER OF IMPLEMENTATION OF SECTION 273 OF THE COMMUNICATIONS ACT OF 1934, AS AMENDED BY THE TELECOMMUNICATIONS ACT OF 1996, CC Docket No. 96-254, FCC 03-220, 18 F.C.C.R. 18,896, 2003 WL 22128370 (F.C.C. September 16, 2003)				401-403		
01328			WITHDRAWN Memorandum Opinion and Order, IN THE MATTER OF IMPLEMENTATION OF SECTION 273 OF THE COMMUNICATIONS ACT OF 1934, AS AMENDED BY THE TELECOMMUNICATIONS ACT OF 1996, CC Docket No. 96-254, FCC 03-220, 18 F.C.C.R. 18,896, 2003 WL 22128370 (F.C.C. September 16, 2003)						
01329			Maryland v. U.S., 460 U.S. 1001 (1983)				401-403		
01330			United States v. Am. Tel. & Tel. Co., 714 F. 2d 178 (D.C. Cir 1983)				401-403		
01331			KWF Indus. Inc. v. Am. Tel. & Tel. Co., 592 F. Supp 795 (D.D.C. 1984)				401-403		
01332			United States v. West. Elec. Co., 627 F. Supp. 1090 (D.D.C. 1986)				401-403		
01333			United States West, Inc. v. Unites States, 480 U.S. 922 (1987)				401-403		
01334			United States v. West. Elec. Co., 690 F. Supp. 22 (D.D.C. 1988)				401-403		

01335			MCI Commc'n Corp. v. United States, 498 U.S 911 (1990)				401-403		
01336			United States v. West. Elec. Co., 767 F. Supp. 308 (D.D.C. 1991)				401-403		
01337			American Newspaper Publishers Ass'n v. United States, 502 U.S. 932 (1991)				401-403		
01338			United States v. West. Elec. Co., 993 F.2d 1572 (D.C. Cir. 1993)				401-403		
01339			Consumer Fed'n of Am. v. United States, 510 U.S. 984 (1993)				401-403		
01340			United States v. West. Elec. Co., 890 F. Supp. 1 (D.D.C. 1995)				401-403		
01341			United States v. West. Elec. Co., 84 F.3d 1452 (D.C. Cir. 1996)				401-403		
01342			United States v. West. Elec. Co., 1996 WL 255904, (D.D.C. 1996)				401-403		
01343			United States v. West. Elec. Co., 797 F.2d 1082 (D.C. Cir 1983)				401-403		
01344			All Telcordia responses and supplemental responses to Cisco and Lucent interrogatories						
01345			All Cisco and Lucent responses and supplemental responses to Telcordia interrogatories						
01346		07/21/2006	Expert Report of Paul Prucnal Regarding Validity of U.S. Patent No. 4,893,306				801-802		
01347		10/20/2006	Answering Brief of Plaintiff Telcordia Technologies, Inc. in Opposition to Defendants' Motion for Summary Judgment of Invalidity of U.S. Patent No. 4,893,306 Based on Best Mode Violation				401-403		

01348		11/06/2006	Reply Brief of Plaintiff Telcordia Technologies, Inc. in Support of Its Motion for Partial Summary Judgment That The '306 Patent Is Not Invalid or for Lack of Enablement				401-403		
01349		11/14/1997	Amended and Restated Master Agreement for Software and Services by and between Bell Communications Resource, Inc. and Ameritech Corporation	BEL162689	BEL162821				
01350		09/09/2005	Patent License Agreement between Telcordia Technologies, Inc. and Terawave Communications, Inc.	TELL0009137	TELL0009158				
01351		08/14/1997	Patent License Agreement between Bell Communications Research, Inc. and FORE Systems, Inc. Relating to ATM Equipment	BEL132821	BEL132845				
01352		09/27/2000	License Agreement between Telcordia Technologies, Inc. and Science Applications International, Inc. (SAIC)	TELC0271359	TELC0271372				
01353		03/15/2005	Cross-License Agreememnt between Science Applications International Corporation (SAIC) and Telcordia Technologies, Inc.	TELC0374839	TELC0374852				
01354		11/14/1997	Amended and Restated Master Agreement for Software and Services by and between Bell Communications Research, Inc. and U.S. West Communications, Inc.	BEL163188	BEL163317				
01355		11/14/1997	Amended and Restated Master Agreement for Software and Services between Bell Communications Research, Inc. and Pacific Bell	BEL163047	BEL163124				

01356		11/14/1997	Amended and Restated Master Agreement for Software and Services by and between Bell Communications Research, Inc. and Southwestern Bell Telephone Company	BEL162917	BEL163046				
01357		11/14/1997	Amended and Restated Master Agreement for Software and Services by and between Bell Communications Research, Inc. and Bell Atlantic Science & Technology, Inc.	BEL163489	BEL163621				
01358		11/14/1997	Amended and Restated Master Agreement for Software and Services by and between Bell Communications Research, Inc. and Bellsouth Telecommunications, Inc.	BEL163318	BEL163621				
01359		06/05/2005	Cisco Catalyst 8500 Series Multiservice Switch Routers Clocking Requirements for the LightStream 1010, Catalyst 8510-MSR and Catalyst 8540-MSR	CSCO 0695-0180	CSCO 0695-0192				
01360		05/00/1999	Cisco MGX 8850 Installation and Configuration Relase 1.1.00	CSCO 0026-0407	CSCO 0026-0662		401-403		
01361		00/00/0000	Definition of the term "AAL1gator" from Wikipedia			Holden 3	801-802 901		
01362		01/00/2000	AAL1gator Product Family Technical Overview, Preliminary Issue 1: January 2000			Holden 4			
01363		01/00/1999	PM73121 AAL1gator II AAL1 Segmentation and Reassembly Processor Data Sheet Issue 3 **DEFENDANTS' TRIAL EXHIBIT # 2192**	P00002-0000001	P00002-0000223	Holden 6			
01364		06/04/2002	AAL1gator-4/8 Telecom Standard Product Data Sheet (Release)	P00002-0000224	P00002-0000525	Holden 8			

01365		04/17/2002	PM73122 AAL1gator-32 32 Link CES/DBCES AAL1 SAR Processor (AALIGATOR-32) Telecom Released Standard Product Engineering Document Issue 10 **DEFENDANTS' TRIAL EXHIBIT # 2193**	PMCX0000037.00001	PMCX0000037.00798	Holden 9			
01366		01/00/1999	PM73121 AAL1gator II AAL1 Segmentation and Reassembly Processor Data Sheet Issue 3			Holden 10			
01367		01/07/2002	PM7204 DA1SP Dual AAL1 SAR Processor Telecom System Block Engineering Document Issue 4	PMCX0000041.00001	PMCX0000041.00365	Holden 11			
01368		06/00/2000	Cisco LightStream 1010 - 5Gbps Modular Switch			Clark 2/8/07 Report Ex. 13			
01369		06/00/2000	Catalyst 8500 Series - Modular, Multimedia Switch/Routers			Clark 2/8/07 Report Ex. 14			
01370		06/00/2000	Cisco MGX 8220 - Edge Concentrator			Clark 2/8/07 Report Ex. 17			
01371		06/00/2002	Cisco MGX 8230 Edge Concentrator Data Sheet			Clark 2/8/07 Report Ex. 18			
01372		06/00/2002	Cisco MGX 8250 Edge Concentrator Data Sheet			Clark 2/8/07 Report Ex. 19			
01373		09/00/2004	Cisco MGX 8830 Multiservice Switch Data Sheet			Clark 2/8/07 Report Ex. 20			
01374		06/00/2000	Cisco MGX 8850 - Wide-Area IP+ATM Switch			Clark 2/8/07 Report Ex. 21			
01375		03/00/2000	Cisco MGX-AX-CESM-8T1/8E1 Circuit Emulation Service Modules			Clark 2/8/07 Report Ex.			

			Data Sheet			22			
01376		11/00/2004	Cisco 8 Port T1 E1 Multiprotocol Service Module for the Cisco MGX 8800 Series Switches and the Cisco MGX 8200 Series Edge Concentrators Data Sheet			Clark 2/8/07 Report Ex. 23			
01377		07/00/2005	Cisco MGX 8800 Series 16-Port T1/E1 Multiprotocol Service Module Data Sheet			Clark 2/8/07 Report Ex. 24			
01378		06/00/2000	Cisco MGX 8240 Series - Private Line Gateway			Clark 2/8/07 Report Ex. 25			
01379		07/00/2000	Cisco MGX 8240 Hardware User's Guide Chapter 1: Theory of Operation and Architecture			Clark 2/8/07 Report Ex. 26			
01380		06/00/2000	Cisco MGX 8260 - Media Gateway			Clark 2/8/07 Report Ex. 27			
01381		06/00/2000	Cisco IGX 8400 Series - Multiservice WAN Switches			Clark 2/8/07 Report Ex. 30			
01382		00/00/0000	Cisco IGX 8400 Series Installation and Configuration, Release 9.3.0 Appendix E: Service Expansion Shelf Feeder			Clark 2/8/07 Report Ex. 32	401-403		
01383		08/00/1999	Service Expansion Shelf (SES) Data Sheet	CLA 0282753	CLA 0282755	Clark 2/8/07 Report Ex. 33	401-403		
01384		06/00/2000	Cisco 3600 Series - Modular, High-Density Access Routers			Clark 2/8/07 Report Ex. 39			
01385		06/00/2000	Cisco 7200 Series - Cisco 7204, 7204VXR, 7206, 7206VXR Routers			Clark 2/8/07 Report Ex. 40			
01386		06/00/2000	Cisco uBR7246 - Universal Broadband Router			Clark 2/8/07 Report Ex. 41	401-403		
01387		00/00/0000	Hardware and Software Compatibility Matrix			Clark 2/8/07 Report Ex. 42	401-403 901		

01388		11/15/2000	MicroClock MK2048 Communications Frequency Generator (Preliminary Information)			Clark 2/8/07 Report Ex. 51	401-403 901		
01389		06/25/2003	Unit Test Plan MPSM: Circuit Emulation Service (Revision A)	CSCO 0206-2105	CSCO 0206-2152	Clark 2/8/07 Report Ex. 92.1	401-403 801-802		
01390		03/13/2003	Unit Test Plan MPSM: Card Manager and PXM1 (Revision 1.1)	CSCO 0185-2331	CSCO 0185-2390	Clark 2/8/07 Report Ex. 92.2	401-402 801-802		
01391			CBX Multiservice Edge Switch Portfolio			Clark 2/8/07 Report Ex. 168	801-802		
01392		09/00/1999	Mitel Semiconductor Document: MT9044 T1/E1/OC3 System Synchronizer Advance Information Issue 3			Clark 2/8/07 Report Ex. 172	401-403 801-802		
01393		11/00/2003	Zarlink Semiconductor Document: MT9043 T1/E1 System Synchronizer Data Sheet			Clark 2/8/07 Report Ex. 173	401-403 801-802		
01394		04/00/2004	Zarlink Semiconductor Document: MT9046 T1/E1 System Synchronizer with Holdover Data Sheet			Clark 2/8/07 Report Ex. 174	401-403 801-802		
01395		03/00/1999	Freescale Semiconductor, Inc. Motorola Semiconductor Technical Data MPC9109 Low Voltage 1:18 Clock Distribution Chip			Clark 2/8/07 Report Ex. 175	401-403 801-802		
01396			Lightstream 1010 Chassis (including a WAI-T1C-4RJ48)						
01397			CESM-8T1 module						
01398			Although briefing on motions in limine is ongoing, Telcordia hereby designates all exhibits that will be attached to its answers to defendants' motions in limine and its replies in support of its motions in limine.				Defendants reserve the right to object if and when Telcordia is allowed to		

							include any unidentified motion in limine exhibits		
01399		08/00/1999	Gateway Asynchronous Transfer Mode (ATM) Switch Evaluation Report	CSCO 0598-2315	CSCO 0598-2393		401-403 801-802 1002		
01400		10/00/1998	Cisco Product Catalog	CLA 0020110	CLA 0021013		401-403		
01401			CO DSL Product Marketing Product Requirements Document NI-2+ Network Interface Updates Revision 0.4	CSCO 0186-0125	CSCO 0186-0140		401-403 801-802 901		
01402		06/25/2004	Patent License Agreement between Telcordia Technologies, Inc. and Marconi Communications, Inc. and Marconi Corporation PLC	CSCO 0643-0029	CSCO 0643-0074		401-403		
01403		11/29/1994	Request for Proposal Control No. LJ-94-012-FSM Asynchronous Transfer Mode (ATM) Switching System	CSCO 0687-1125	CSCO 0687-1301		401-403 801-802 901		
01404		00/00/2001	Catalyst 8500 Family of Switches RFP Boilerplate	CSCO 0038-1699	CSCO 0038-1739		401-403 901		
01405		00/00/0000	Chapter 2: Introducing the MGX 8850 Switch	CLA 0302252	CLA 0302257		1002		
01406		00/00/0000	Telcordia.com: Telcordia IP and Patents	CSCO 0643-0018	CSCO 0643-0021		401-402 801-802		
01407		08/19/1999	Press Release: Lucent Technology leads the ATM Access market according to latest IDC report	LU 2400315	LU 2400316		401-403 801-802		
01408		10/00/1997	The Pelorus Group, "Asynchronous Transfer Mode: The Next Five Years" **DEFENDANTS' TRIAL EXHIBIT #2070	TELC0259329	TELC0259647				
01409		00/00/0000	R.W. Lucky, S. Moyer, W.D. Sincoskie, "Is Research Profitable? A Five Year Study of Telcordia's Applied Research Unit"	TELC0311200	TELC0311209				

			**DEFENDANTS' TRIAL EXHIBIT #2690						
01410		05/28/1997	Letter from Kieth Zar, Assistant General Counsel for General Instruments Corporation to Bell Communications Research Re: Certain Agreements	TELL0005104	TELL0005105		401-403		
01411		00/00/0000	Patent Assignment for United States Patent 4,893,306						
01412		02/14/2007	Patent License Agreement between Telcordia Technologies, Inc. and Meriton Networks Inc.	TELL0011396	TELL0011410		no opportunity to perform discovery; Defendants reserve the right to include additional exhibits relating to this agreement if and when Telcordia is allowed to rely on it		
01413		01/01/2007	Patent License Agreement between Telcordia Technologies, Inc. and Entrisphere, Inc.	TELL0011411	TELL0011427		no opportunity to perform discovery; Defendants reserve the right to include additional exhibits relating to this agreement if and when Telcordia is allowed to rely on it		
01414		02/00/2007	Financial information and stock				401-403		

			charts www.cisco.com (see, e.g., http://investor.cisco.com/phoenix.zhtml?c=81192&p=irol-stockChart)				1002 Defendants reserve the right to object if and when Telcordia is allowed to include any unidentified financial information or stock charts		
01415		02/00/2007	Publicly available information from ITU-T Patents and Software Copyrights Database, including ITU-T Patent Statement and Licensing Declaration Database http://www.itu.int/ITU-T/dbase/patent/index.html (see, e.g. TELC2939834-35)				Defendants reserve the right to object if and when Telcordia is allowed to include any unidentified ITU-T documents		
01416		05/04/1999	May 4, 1999 letter from Martin Sullivan to Houlin Zhao re: TSB Patent Policy (General Patent Statement and Licensing Declaration attached)	TELC0258465	TELC0258466				
01417		09/22/1998	File History and References for United States Patent 5,812,618				401-403		
01418		04/21/1998	File History and References for United States Patent 5,742,649				401-403		
01419		04/20/1999	File History and References for United States Patent 5,896,427				401-403		
01420		10/13/1998	File History and References for United States Patent 5,822,383				401-403		
01421		08/08/1989	United States Patent 4,855,999	BEL039082	BEL039102		401-403		
01422		05/23/1989	United States Patent 4,833,671	BEL039124	BEL039143		401-403		

01423		04/04/1989	United States Patent 4,819,226	BEL039169	BEL039189		401-403		
01424		04/01/1997	United States Patent 5,617,417				401-403		
01425		04/03/2006	Plaintiff Telcordia Technologies, Inc.'s Objections to Defendant Alcatel USA, Inc.'s Notice of Deposition of Thierry Houdoin			D.I.s 291 (Cisco) & 303 (Lucent), Ex. A	401-403		
01426		11/11/2005	Email from Stuart Sinder to Francois Jamet Regarding the Development of SRTS Standard	KK000066	KK000068	D.I.s 291 (Cisco) & 303 (Lucent), Ex. C	401-403		
01427		03/01/2006	Notice of Deposition of Thierry Houdoin			D.I.s 291 (Cisco) & 303 (Lucent), Ex. E	401-403		
01428		03/30/2006	Email from Clement Naples to Houtan Esfahani providing the contact info for the European Patent Attorney from France Telecom			D.I.s 291 (Cisco) & 303 (Lucent), Ex. F	401-403		
01429		03/23/2006	Email from Stuart Sinder to Steve Anzalone and John Williamson Regarding Depositions in France			D.I.s 291 (Cisco) & 303 (Lucent), Ex. G	401-403		
01430		04/04/2006	Email from Clement Naples to Houtan Esfahani confiming the depostion of Mr. Houdoin			D.I.s 291 (Cisco) & 303 (Lucent), Ex. H	401-403		
01431		00/00/0000	Cisco Prodcucts for Sale on ebay.com			D.I.s 298 (Cisco) & 309 (Lucent), Ex. M	401-403 801-802 901 1002		
01432		07/20/2004	Email from Dave Sincoskie to Vernon Anthony regarding Marconi	TELC0014374	TELC0014375	D.I.s 302 (Cisco) & 313 (Lucent), Ex. H	401-403 801-802		
01433		00/00/0000	Email attaching press release- SAIC Announces Plans to Auction	TELC0067695	TELC0067695	D.I.s 302 (Cisco) &	401-403 801-802		

			Telcordia			313 (Lucent), Ex. I			
01434		00/00/0000	Telcordia Business Overview: Services- Applied Research	TELC0377610	TELC0377610	D.I.s 302 (Cisco) & 313 (Lucent), Ex. J	401-402 801-802		
01435		00/00/0000	Telcorda ATM SONET Licensing Revenues			Giordano 14; D.I.s 302(Cisco) & 313 (Lucent), Ex. K			
01436		00/00/0000	Chart of companies acquired by Cisco			D.I.s 300 (Cisco) & 311 (Lucent), Ex. A	901		
01437		00/00/2002	Cisco Systems (A) Evolution to E-Business			D.I.s 300 (Cisco) & 311 (Lucent), Ex. B	401-403 801-802		
01438		02/21/2007	Cisco Systems Stock Information Chart www.cisco.com (see, e.g., http://investor.cisco.com/phoenix.zhtml?c=81192&p=irol-stockChart)			D.I.s 300 (Cisco) & 311 (Lucent), Ex. C	401-403 1002 Defendants reserve the right to object if and when Telcordia is allowed to include any unidentified financial information or stock charts		
01439		02/21/2006	Gi Ohana, "Standard-Setting Competition Law and the Ex Ante Debate: Presentation to ETSI SOS Interoperability III Meeting"			D.I.s 300 (Cisco) & 311 (Lucent), Ex. G	401-403 801-802		

EXHIBIT C3

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

TELCORDIA TECHNOLOGIES, INC., Plaintiff/Counterclaim Defendant, v. LUCENT TECHNOLOGIES INC., Defendant/Counterclaim Plaintiff.	)	Civil Action No. 04-875-GMS
TELCORDIA TECHNOLOGIES, INC., Plaintiff/Counterclaim Defendant, v. CISCO SYSTEMS, INC., Defendant/Counterclaim Plaintiff.	)	Civil Action No. 04-876-GMS

EXHIBIT C3:

TELCORDIA'S LIST OF DEMONSTRATIVES AND EXPERIMENTS

Plaintiff Telcordia Technologies Inc. ("Telcordia") hereby submits its list of proposed demonstratives and experiments as of January 17, 2007. The parties agree that they will disclose any demonstrative exhibits intended to be used at trial by at least 9:00 p.m. the day before such exhibits are used in order to permit any objections to be raised before any such demonstratives are used at trial. Telcordia reserves the right to submit additions and/or revisions to its demonstrative list after meeting and conferring with defendants Cisco Systems, Inc. ("Cisco") and Lucent Technologies, Inc. ("Lucent") on outstanding trial management issues, after reviewing the defendants' demonstrative lists, and after receiving the Court's rulings on the parties' respective motions *in limine*.

1. Animations, diagrams, time lines and/or pictures illustrating Telcordia's formation, corporate history, primary business responsibilities, commercial relationships, legal and statutory obligations, and/or corporate and ownership structure.

2. Animations, diagrams, and/or pictures demonstrating Cisco's and Lucent's infringement (both literal and under the doctrine of equivalents) of the claims in suit.

3. Animations, diagrams, and/or pictures demonstrating the structure and operation of Cisco's ONS 15310, 15305, 15327, 15454, 15455, and 15600 series products and/or components thereof.

4. Animations, diagrams, and/or pictures demonstrating the structure and operation of Cisco's MGX 8200 and 8800 series products, Cisco's LightStream 1010 series products, Cisco's Catalyst 8510 and 8540 series products, Cisco's IGX 8400 series products, Cisco's IP Transfer Point products, Cisco's 7200 series routers, and Cisco's 3600 series routers and/or components thereof.

5. Animations, diagrams, and/or pictures demonstrating the structure and operation of Lucent's DMX Access Multiplexer, DMXtend Access Multiplexer, DMXplore Access Multiplexer, and DMXpress Access Multiplexer and/or components thereof.

6. Animations, diagrams, and/or pictures demonstrating the structure and operation of Lucent's CBX-500, CBX-3500, GX-550, and PSAX 1000, 1250, 2300, and 4500 products and/or components thereof.

7. Animations, diagrams, and/or pictures demonstrating the invention of U.S. Patent No. 4,893,306.

8. Animations, diagrams, and/or pictures demonstrating the invention of U.S. Patent No. Re. 36,633.

9. Animations, diagrams, and/or pictures demonstrating the invention of U.S. Patent No. 4,835,763.

10. Posters and/or pictures of the asserted claims.

11. Posters and/or pictures of briefs and accompanying exhibits, transcripts, and demonstratives in connection with the May 3, 2006, *Markman* hearing.

12. Animations, diagrams, and/or pictures demonstrating Cisco's and Lucent's infringement (both literal and under the doctrine of equivalents) of U.S. Patent

No. 4,835,763.

13. Animations, diagrams, and/or pictures comparing the asserted claims of U.S. Patent No. 4,835,763 to Cisco's ONS 15310, 15305, 15327, 15454, 15455, and 15600 series products and/or components thereof.

14. Demonstrations of direct infringement using Cisco's ONS 15310, 15305, 15327, 15454, 15455, and 15600 series products and/or components thereof.

15. Animations, diagrams, and/or pictures comparing the asserted claims of U.S. Patent No. 4,835,763 to Lucent's DMX Access Multiplexer, DMXtend Access Multiplexer, DMXplore Access Multiplexer, and DMXpress Access Multiplexer and/or components thereof.

16. Demonstrations of direct infringement using Lucent's DMX Access Multiplexer, DMXtend Access Multiplexer, DMXplore Access Multiplexer, and DMXpress Access Multiplexer and/or components thereof.

17. Animations, diagrams, time lines and/or pictures illustrating the standardization of SRTS technology.

18. Animations, diagrams, time lines and/or pictures illustrating Cisco's and Lucent's practice of standardized SRTS technology.

19. Animations, diagrams, time lines and/or pictures illustrating the relationship between standardized SRTS technology and Telcordia's U.S. Patent No. Re. 36,633.

20. Animations, diagrams, and/or pictures demonstrating Cisco's and Lucent's infringement (both literal and under the doctrine of equivalents) of U.S. Patent No. Re. 36,633.

21. Animations, diagrams, and/or pictures comparing the asserted claims of U.S. Patent No. Re. 36,633 to Cisco's MGX 8200 and 8800 series products, Cisco's LightStream 1010 series products, Cisco's Catalyst 8510 and 8540 series products, Cisco's IGX 8400 series products, Cisco's IP Transfer Point products, Cisco's 7200 series routers, and Cisco's 3600 series routers and/or components thereof.

22. Demonstrations of direct infringement using Cisco's MGX 8200 and 8800 series products, Cisco's LightStream 1010 series products, Cisco's Catalyst 8510 and 8540 series products, Cisco's IGX 8400 series products, Cisco's IP Transfer Point products, Cisco's 7200 series routers, and Cisco's 3600 series routers and/or components thereof.

23. Animations, diagrams, and/or pictures comparing the asserted claims of U.S. Patent No. Re. 36,633 to Lucent's CBX-500, CBX-3500, GX-550, and PSAX 1000, 1250, 2300, and 4500 products and/or components thereof.

24. Demonstrations of direct infringement using Lucent's CBX-500, CBX-3500, GX-550, and PSAX 1000, 1250, 2300, and 4500 products and/or components thereof.

25. Animations, diagrams, time lines, and/or pictures illustrating Cisco's and Lucent's willful infringement.

26. Animations, diagrams, time lines, and/or pictures illustrating communications between Cisco and Telcordia demonstrating Cisco's willful infringement.

27. Animations, diagrams, time lines, and/or pictures illustrating communications between Lucent and Telcordia demonstrating Lucent's willful infringement.

28. Animations, diagrams, time lines, and/or pictures illustrating Cisco's market activity, product introductions, marketing, sales, market share, commercial relationships, and communications with Telcordia demonstrating Cisco's willful infringement and Telcordia's entitlement to damages.

29. Animations, diagrams, time lines, and/or pictures illustrating Lucent's market activity, product introductions, marketing, sales, market share, commercial relationships, and communications with Telcordia demonstrating Lucent's willful infringement and Telcordia's entitlement to damages.

30. Animations diagrams, time lines, and/or pictures illustrating the licensing of Telcordia's patents.

31. Animations, diagrams, time lines, and/or pictures explaining GR-1400 and/or comparing GR-1400 to the accused products and the '763 patent.

32. Animations, diagrams, time lines, and/or pictures explaining the SRTS technology disclosed in ANSI T1.630, ITU I.363.1, and/or ATM Forum af-vtoa-0078.000; and/or comparing these standards and specifications to the accused products and the '633 patent.

33. Animations, diagrams, time lines, spread sheets, charts, and/or pictures reflecting summaries of voluminous material, including financial and sales records, pursuant to Federal Rule of Evidence 1006.

34. Charts, summaries, and/or calculations of voluminous material, including financial and sales records, pursuant to Federal Rule of Evidence 1006.

EXHIBIT C4

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

TELCORDIA TECHNOLOGIES, INC., Plaintiff/Counterclaim Defendant, v. LUCENT TECHNOLOGIES, INC., Defendant/Counterclaim Plaintiff.	C.A. No. 04-875-GMS
TELCORDIA TECHNOLOGIES, INC., Plaintiff/Counterclaim Defendant, v. CISCO SYSTEMS, INC., Defendant/Counterclaim Plaintiff.	C.A. No. 04-876-GMS

EXHIBIT C4: DEFENDANTS' LIST OF DEMONSTRATIVES AND EXPERIMENTS

Defendants Cisco and Lucent hereby submit their list of proposed demonstratives and experiments as of February 1, 2007. The parties agree that they will disclose any demonstrative exhibits intended to be used at trial by at least 9:00 p.m. the night before such exhibits are intended to be used, and will provide any revisions by 7:00 a.m. the morning such exhibits are intended to be used, in order to permit any objections to be raised before any such demonstratives are used at trial.

Defendants reserve the right to submit additions and/or revisions to their demonstrative list after meeting and conferring with Telcordia on outstanding trial management issues and after receiving the Court's rulings on the parties' respective motions *in limine*.

1. Animations, diagrams, time lines, posters and/or pictures illustrating Cisco's formation, technology, corporate history, primary business responsibilities, commercial relationships, finances, legal and statutory obligations, and/or corporate and ownership structure.

2. Animations, diagrams, time lines, posters and/or pictures illustrating Lucent's formation, technology, corporate history, primary business responsibilities, commercial relationships, finances, legal and statutory obligations, and/or corporate and ownership structure.

3. Animations, diagrams, time lines, posters and/or pictures illustrating Telcordia's formation, corporate history, primary business responsibilities, commercial relationships, finances, legal and statutory obligations, and/or corporate and ownership structure.

4. Animations, diagrams, time lines, posters and/or pictures illustrating the history and structure of Telcordia's Intellectual Capital Products group.

5. Animations, diagrams, time lines, posters and/or pictures demonstrating the invalidity of U.S. Patent No. 4,893,306.

6. Animations, diagrams, time lines, posters and/or pictures demonstrating that U.S. Patent No. 4,893,306 is unenforceable due to inequitable conduct.

7. Animations, diagrams, time lines, posters and/or pictures demonstrating the invalidity of U.S. Patent No. Re. 36,633.

8. Animations, diagrams, time lines, posters and/or pictures demonstrating that U.S. Patent No. Re. 36,633 is unenforceable due to inequitable conduct.

9. Animations, diagrams, time lines, posters and/or pictures demonstrating the invalidity of U.S. Patent No. 4,835,763.

10. Animations, diagrams, time lines, posters and/or pictures demonstrating that U.S. Patent No. 4,835,763 is unenforceable due to inequitable conduct.

11. Animations, demonstrations, diagrams, time lines, posters and/or pictures describing the features, functionality and deployment of Cisco's MGX 8200 and 8800 series products, Cisco's LightStream 1010 series products, Cisco's Catalyst 8510 and 8540 series products, Cisco's IGX 8400 series products, Cisco's IP Transfer Point products, Cisco's 7200 series routers, and Cisco's 3600 series routers, the modules accused of infringement, and/or components thereof.

12. Animations, demonstrations, diagrams, time lines, posters and/or pictures describing the features, functionality and deployment of Lucent's CBX-500, CBX-3500, GX-550, and PSAX 1000, 1250, 2300 and 455 products, the modules accused of infringement, and/or components thereof.

13. Animations, demonstrations, diagrams, time lines, posters and/or pictures describing the features and functionality of Cisco's ONS 15310, 15305, 15327, 15454, and 15600 series products and/or components thereof.

14. Animations, demonstrations, diagrams, time lines, posters and/or pictures describing the features and functionality of Lucent's DMX Access Multiplexer, DMXtend Access Multiplexer, DMXplore Access Multiplexer, DMXpress Access Multiplexer and/or components thereof.

15. Animations, diagrams, time lines, posters and/or pictures explaining the subject matter claimed in U.S. Patent No. 4,893,306.

16. Animations, diagrams, time lines, posters and/or pictures explaining the subject matter claimed in U.S. Patent No. Re. 36,633.

17. Animations, diagrams, time lines, posters and/or pictures explaining the subject matter claimed in U.S. Patent No. 4,835,763.

18. Animations, diagrams, time lines, posters and/or pictures of the asserted claims in U.S. Patent No. 4,893,306.

19. Animations, diagrams, time lines, posters and/or pictures of the asserted claims in U.S. Patent No. Re. 36,633.

20. Animations, diagrams, time lines, posters and/or pictures of the asserted claims in U.S. Patent No. 4,835,763.

21. Animations, diagrams, time lines, posters and/or pictures of briefs and accompanying exhibits, transcripts, and demonstratives in connection with the *Markman* hearing and the Court's Claim Construction Order.

22. Animations, diagrams, time lines, posters and/or pictures demonstrating that Cisco and Lucent do not infringe (either literally or under the doctrine of equivalents) U.S. Patent No. Re. 36,633.

23. Animations, diagrams, time lines, posters and/or pictures demonstrating that Cisco and Lucent do not infringe (either literally or under the doctrine of equivalents) U.S. Patent No. 4,835,763.

24. Animations, diagrams, time lines, posters and/or pictures demonstrating that Cisco and Lucent do not induce or contribute to the infringement of U.S. Patent No. Re. 36,633.

25. Animations, diagrams, time lines, posters and/or pictures demonstrating that Cisco and Lucent do not induce or contribute to the infringement of U.S. Patent No. 4,835,763.

26. Animations, diagrams, time lines, posters and/or pictures illustrating Telcordia licensing activity and revenues relating to U.S. Patent No. 4,893,306, U.S. Patent No. Re. 36,633, and U.S. Patent No. 4,835,763.

27. Animations, diagrams, time lines, posters and/or pictures illustrating Telcordia's failure to comply with the marking requirements of 35 U.S.C. § 287.

28. Animations, diagrams, time lines, posters and/or pictures illustrating Telcordia's pre-suit correspondence and discussions with Cisco and/or Lucent.

29. Animations, diagrams, time lines, posters and/or pictures explaining ANSI T1.630, ITU 1.363.1, and/or ATM Forum af-vtoa-0078.000.

30. Animations, diagrams, time lines, posters and/or pictures explaining GR-1400.

31. Animations, diagrams, time lines, posters and/or pictures illustrating Telcordia's conduct before the CCITT, ITU-T, ANSI, and the ATM Forum.

32. Animations, diagrams, time lines, posters and/or pictures illustrating Telcordia's unreasonable, inexcusable and prejudicial delay in asserting its claims against Cisco and/or Lucent.

33. Animations, diagrams, time lines, posters and/or pictures illustrating that Telcordia is equitably estopped from asserting its claims against Cisco and/or Lucent.

34. Animations, diagrams, time lines, posters and/or pictures illustrating that Cisco is entitled to intervening rights for U.S. Patent No. Re. 36,633.

35. Animations, diagrams, time lines, posters and/or pictures illustrating why Cisco and/or Lucent do not infringe U.S. Patent No. Re. 36,633 or U.S. Patent No. 4,835,763 willfully.

36. Animations, diagrams, time lines, posters, spreadsheets, charts and/or pictures illustrating appropriate base values for Telcordia's damages, if any.

37. Animations, diagrams, time lines, posters, spreadsheets, charts and/or pictures illustrating an appropriate royalty rate for the accused products, if any.

38. Animations, diagrams, time lines, posters, spreadsheets, charts and/or pictures illustrating the application of the *Georgia-Pacific* factors for Telcordia's damages, if any.

39. Animations, diagrams, time lines, posters, spreadsheets, charts and/or pictures reflecting summaries of voluminous material, including financial licensing and sales records, pursuant to Federal Rule of Evidence 1006.

40. Charts, summaries and/or calculations of voluminous material pursuant to Federal Rule of Evidence 1006.

41. Posters, pictures, enlargements or onscreen or other representations of trial exhibits or other documentary evidence.

42. Posters, pictures, enlargements or onscreen or other representations of deposition testimony.

43. Posters, pictures, enlargements or onscreen or other representations of pleadings and correspondence exchanged in the above captioned litigations.