IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

TELCORDIA TECHNOLOGIES, INC., Plaintiff/Counterclaim Defendant, v. LUCENT TECHNOLOGIES INC., Defendant/Counterclaim Plaintiff.	)	REDACTED PUBLIC VERSION 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

TELCORDIA TECHNOLOGIES, INC.'S ANSWER TO DEFENDANTS' MOTION *IN LIMINE* NO. 4:

TELCORDIA SHOULD BE ENTITLED TO RELY UPON ITS LICENSE WITH FORE SYSTEMS

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I. INTRODUCTION

In an effort to unfairly marginalize the value of Telcordia's patents, defendants seek to preclude Telcordia from offering evidence of its most financially significant ($21 million—a public number) license agreement with its largest and most commercially significant ATM licensee (in terms of sales volume and market share), FORE Systems / Marconi PLC (hereinafter, the "FORE" license). The FORE license includes the '633 patent, and thus is highly relevant to the determination of a reasonable royalty for that patent. *Georgia-Pacific Corp. v. U.S. Plywood Corp.*, 318 F. Supp. 1116, 1120 (S.D.N.Y. 1970). The license also includes the '306 patent, and thus is also relevant to secondary indicia of non-obviousness of both the '306 and '633 patents in response to defendants' remaining declaratory judgment counterclaims of invalidity ('306 infringement allegations have been dropped). *WMS Gaming Inc. v. International Game Technology*, 184 F.3d 1339, 1360 (Fed. Cir. 1999) ("These licenses under the Telnaes patent are strong indicia that the patent is not obvious.").

None of the grounds offered by defendants merits the preclusion of the highly relevant FORE license. First, defendants claim that Telcordia "refused" to produce the agreement during discovery. This assertion is simply false—Telcordia never "refused" to produce the agreement, and the agreement and its terms have been produced in discovery (and questioned about in deposition) many times over. Second, defendants claim that Rule 408 precludes Telcordia from relying upon the FORE license. But courts can review settlement agreements to determine appropriate compensation in a patent infringement case, and Rule 408 should not preclude a party from relying on its own prior license agreement (as distinct from the situation where a party's prior license agreement is unwillingly thrust upon it in a subsequent litigation), particularly where the agreement is offered to defend against declaratory judgment counterclaims of invalidity. Finally, defendants characterize Telcordia's most significant license as "marginally relevant" and contend that Rules 401-403 favor exclusion. But as noted above, the agreement is highly relevant to determination of a reasonable royalty and is strong secondary indicia of non-obviousness. Moreover, defendants are simply cherry picking—they have included almost 60 other license agreements on their exhibit list, including (1) all of Telcordia's other licenses (28 in total) many of which pertain to hundreds of patents in addition to the patents-in-suit, (2) many of Telcordia's license offers and negotiations, and (3) many of defendants' own license agreements in this technology (29 in total), including documents described as "settlement and license agreement." (Ex. A). In sum, defendants have

no real objection to relevance and admissibility of license agreements (even those arrived at in settlement)—they simply want to skew the jury's view by precluding evidence of Telcordia's best license agreement.

II. THE FORE LICENSE AND ITS TERMS WERE PRODUCED MANY TIMES OVER

On the first page of their motion, defendants state that Telcordia "refused" to produce the FORE license and that Telcordia claimed that the license was "not discoverable." These statements are outright misrepresentations—Telcordia never refused to produce the information and never once contended that the information was not discoverable.

Telcordia's license agreements are typically governed by strict contractual confidentiality provisions that require the licensee's permission before Telcordia may disclose or disseminate the license. (Ex. B at section 10.3). These contractual advance notice and permission requirements apply even where production is compelled by law. *Id.* As such, after defendants served their Rule 34 production requests, Telcordia contacted Marconi (and ultimately its predecessor, Ericsson) to obtain permission to produce confidential FORE / Marconi information.[1] Indeed, Telcordia exchanged 23 written communications, and numerous phone calls, with Marconi and Ericsson regarding the production of FORE / Marconi confidential information. Throughout this process, Telcordia explained its competing obligations and kept defendants informed at each step:

- REDACTED (Ex. C at 20).
- (Ex. D).
- "Pursuant to our January 3, 2006, **agreement to update Cisco regarding the status of our negotiations with our licensees,** since January 3, 2006, we have received permission from two licensees to produce their documents, which we will produce to you as soon as possible. Our attempts to obtain permission from the three remaining licensees are ongoing." (Ex. E).
- **"Thank you also for agreeing to contact the outstanding third parties** from whom you have not been able to secure permission to request their agreement to produce licensing documents to Cisco under an outside counsel only designation, or alternatively to initially produce licensing documents with third party cost and/or product information redacted." (Ex. F).
- REDACTED

[1]The practice of securing a third party's permission before producing that third party's confidential information in litigation is a standard practice—indeed, the defendants engaged in the exact same practice in response to Telcordia's requests for the defendants' license agreements

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(Ex. G at 248, *see also* Ex. O at 231).

Telcordia never once "refused" to produce any license agreements nor did it ever contend that license agreements were "not discoverable." Indeed, REDACTED

Telcordia produced, under the Protective Order, all of Telcordia's own internal documentation summarizing and/or describing the FORE license, including REDACTED (Exs. H, I, J, K). Telcordia also permitted its witnesses, including REDACTED to testify about the agreement's terms. (Exs. G, K, L, M, N, O, P). At the same time Cisco surreptitiously obtained a copy of the FORE license agreement from an independent data collection and research company,[2] and produced the agreement without the permission of Telcordia or Marconi.[3]

Ultimately, in September of 2006, after 23 written communications and numerous telephone calls between Telcordia, Marconi, and Ericsson regarding production of confidential information, Ericsson granted its permission for Telcordia to produce the confidential FORE license. On September 29, 2006, Telcordia

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[2] Although defendants insinuate that the agreement was obtained from the SEC, the agreement that was produced was in fact not obtained from the SEC. It was obtained from a company called "Edgar Online." (Ex. B). Edgar Online is a members only, password protected data collection service that offers information to members "via online subscriptions and licensing agreements." (Ex. Q). "Edgar Online is not affiliated with or approved by the U.S. Securities and Exchange Commission." (Ex. R). The information that a subscriber obtains from Edgar Online is subject to strict terms of use, and according to those terms of use, the information may not be used for anything other than personal uses and may not be disseminated or distributed "in any form or by any means" without prior approval. (Ex. S). To the extent that Edgar Online obtained the FORE license agreement from a public source (such as the SEC), the public disclosure of the agreement would appear to have been a mistake and should not detract from the fact that the agreement remains, on its face, subject to contractual confidentiality provisions and restrictions.

[3] The defendants' suggestion that Telcordia "blocked questioning" on this "public" document is entirely inaccurate. (D.I. 292 at Ex. 4). Rather, Telcordia merely asked the defendants to defer their questioning until the confidentiality issues surrounding Cisco's surreptitiously obtained document were resolved. The defendants did not object, but rather *agreed*:

REDACTED

produced the license. Because discovery had already closed in the district court, and because Cisco had already surreptitiously obtained and produced the license in the district court cases in any event, Telcordia produced the license as part of its ongoing document production in the pending ITC investigation where discovery was open and ongoing. In sum, the FORE license and its terms—via summarized form in Telcordia documents, via a surreptitiously obtained copy, via deposition testimony, and ultimately via the proper permission of the licensee—were produced many times over. Under these circumstances, defendants are not entitled to an evidentiary sanction under Rule 37 for the alleged failure to produce discovery. To the contrary, the defendants' misrepresentation of Telcordia's position, and misrepresentation of the parties' mutual collaborative arrangement with third parties during discovery, warrants denial of their motion.

III. RULE 408 DOES NOT PRECLUDE EVIDENCE OF THE LICENSE AGREEMENT

The policy behind Rule 408—encouraging settlements by protecting the exchange of information during settlements—is not implicated where a litigant offers its own settlement agreement to defend itself from an adversary who was not a party to the settlement. For example, the Second Circuit has indicated that:

> Rule 408 may bar introduction of settlement discussions, or agreements, even if the settlement involved another case and a different party. . . . It must be noted, however, that these decisions all involved the proposed use of the offer against either the offeror or another party to the settlement. This distinction is significant . . . the implication of this policy for our case is that settlement offers or agreements are not automatically inadmissible-even as to liability or the amount of damages-if they are offered against a party who was not a participant in the settlement discussions or agreement.

American Soc'y of Composers v. Showtime, Inc., 912 F.2d 563, 580 (2d Cir. 1990) (admitting evidence of prior settlement offer) (citations omitted). Here, Telcordia was a party to the FORE license and seeks to offer that license to, *inter alia*, defend itself from '306 and '633 declaratory judgment counterclaims of invalidity leveled by parties who were not part of the litigation settlement that yielded the FORE license. This is simply not a case where a party to a settlement agreement has that agreement unwillingly thrust upon it in a subsequent litigation. Further, even where the party to a settlement opposes admission of the agreement, a court may still rely on that agreement in determining a royalty rate for the patented invention. *Jamesbury Corp. v. United States*, 207 U.S.P.Q. 131, 135-137 and n.1 (Ct. Cl. 1980) (considering prior settlement agreement between plaintiff and another company as relevant to royalty determination and rejecting plaintiff's argument that Rule 408 prohibited

use of the agreement: "it is clear that the plaintiff's settlement agreement with Worcester Valve can be used as a guide in establishing the reasonable and entire compensation to which plaintiff is entitled").

Moreover, this Court's Rule 408 decision in *Pharmastem Therapeutics, Inc. v. Viacell, Inc.*, No. 02-148 (GMS), 2003 WL 22387038 (D. Del. Oct. 7, 2003), is distinguishable in several key respects. In that case, the patentee sought to include only some of its license-related evidence and exclude other such evidence (i.e., the same type of cherry picking *the defendants* are seeking to do here). *Id.* The defendants objected and advanced an "all or nothing" position—either all licensing evidence should come in, or none at all. *Id.* The Court agreed, and excluded all licensing-related evidence under Rule 408. *Id.* Here, however, defendants are not advancing an "all or nothing" position. Rather, defendants' exhibit list includes over 100 license-related documents, including almost 60 license agreements (several called "settlement and license agreements"), and many term sheets, negotiation letters, presentations, etc., as relevant, probative, admissible evidence. (Ex. A). They simply want to preclude Telcordia from introducing a specific license agreement that helps Telcordia's case.

IV. RULES 401-403 FAVOR INCLUSION, NOT EXCLUSION, OF THE LICENSE AGREEMENT

The defendants' claim that Telcordia's largest, most hard fought, and most commercially significant license to its ATM patents is "marginally relevant" cannot pass the red face test. As noted above, the FORE license, like the other license materials that the defendants want to introduce, is relevant to at least a reasonable royalty and secondary indicia of non-obviousness. Moreover, defendants' position that the FORE agreement may confuse the jury because it includes other patents in addition to the '633 patent is also without merit and is contradictory—many of the other Telcordia license agreements that the defendants seek to introduce cover hundreds of unrelated patents.

Finally, the defendants contradictorily argue that the FORE license should be precluded because it is "primarily related to the '306 patent," while ignoring the agreements' relevance to validity of that very patent. (D.I. 292 at Ex. 4). Again, as the Federal Circuit has noted, license agreements are "strong indicia" of non-obviousness. *WMS Gaming Inc. v. International Game Technology*, 184 F.3d 1339, 1360 (Fed. Cir. 1999). Therefore, even assuming that the FORE license is only relevant to the '306 patent (which is not the case—the agreement clearly includes the '633 patent), the license is still highly relevant and probative on Telcordia's defense to the defendants' declaratory judgment counterclaims.

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Dated: February 22, 2007

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EXHIBIT A

Defendants' Trial Exhibit List

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2001.	U.S. Patent No. 4,835,763 (Lau)		5/30/89	TELC0267677 – TELC0267684	Lau Exh. 003
2002.	U.S. Patent 4,893,306 (Chao et al.)		1/9/90	TELC0006367 – TELC0006386	Acampora Exh. 001
2003.	U.S. Patent No. 5,260,978 (Fleischer et al.)		11/9/93	TELC0269825 – TELC0269834	Lau Exh. 009
2004.	U.S. Patent No. Re. 36,633 (Fleischer et al.)		3/28/00	TELC0005660 – TELC0005672	Acampora Exh. 018
2005.	File History of U.S. Patent No. 4,835,763 (Lau)		5/30/89		Lau Exh. 005
2006.	File History for U.S. Patent No. 4,893,306 (Chao et al)		1/9/90	LU0000020 – LU0000191	Falk Exh. 004
2007.	File History of U.S. Patent No. 5,260,978 (Fleischer et al.)		11/9/93	TELC3151038 – TELC3151121	
2008.	File History U.S. Patent No. Re: 36,633 (Fleischer et al.)		11/8/95	LU1572565 – LU1572755	Falk Exh. 028
2009.	References cited in U.S. Patent No. Re: 36,633 (Fleischer et al.)				
2010.	Redacted Information Disclosure Statement			TELC0006883 – TELC0006885	Lau Exh. 012
2011.	U.S. Patent No. 4,835,763 (Lau) (Contains Handwritten Notes)		5/30/89	TELC0277942 – TELC0277949	Suchyta Exh. 008
2012.	U.S. Patent No. 6,928,484 (Huai et al.)		8/9/05		
2013.	U.S. Patent No. 6,850,486 (Saleh et al.)		2/1/05		
2014.	U.S. Patent No. 6,349,092 (Bisson et al.)		2/19/02		
2015.	U.S. Patent No. 6,587,470 (Elliot et al.)		7/1/03		
2016.	U.S. Patent No. 3,652,798 (McNeilly et al.)		3/28/72	CSCO0694-2135 – CSCO0694-2149	
2017.	U.S. Patent No. 4,320,504 (Alvarez, III et al.)		3/16/82		Jones Exh. 008
2018.	U.S. Patent No. 4,347,605 (Hashizume et al.)		8/31/82	LU1571398 – LU1571403	Grover Exh. 012
2019.	U.S. Patent No. 4,569,041 (Takeuchi et al.)		2/4/86	BEL03714 – BEL03744	
2020.	U.S. Patent No. 6,563,816 (Nodoushani et al.)		5/13/03		

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 9 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2021.	U.S. Patent No. 6,151,325 (Hluchyj)		11/21/00		
2022.	U.S. Patent No. 6,434,612 (Hughes et al.)		8/13/02		
2023.	European Patent 0 179 979 B1 (Baran)		5/30/86	LU0001093 – LU0001135	
2024.	U.S. Patent No. 4,592,050 (Bensadon)		5/27/86	AUSA0794191 – AUSA0794205	Jones Exh. 007
2025.	U.S. Patent No. 4,594,709 (Yasue)		6/10/86	CSCO0337-2030 – CSCO0337-2057	
2026.	U.S. Patent No. 4,633,246 (Jones et al.)		12/30/86	LU1571667-LU1571679	Grover Exh. 014
2027.	U.S. Patent No. 4,648,088 (Cagle et al.)		3/3/87	CSCO0337-2129 – CSCO0337-2146	Grover Exh. 013
2028.	U.S. Patent No. 4,819,228 (Baran et al.)		4/4/89	CSCO0698-0148 – CSCO0698-0165	
2029.	U.S. Patent No. 4,866,701 (Giacopelli et al.)		9/12/89	TEL001063 – TEL001079	Falk Exh. 017
2030.	U.S. Patent No. 5,050,164 (Chao et al.)		9/17/91	TELD0013756 – TELD0013775	Falk Exh. 011
2031.	Order Construing the Terms of U.S. Patent Nos. 4,835,763, Re. 36,633, and 4,893,306		6/22/06		Acampora Exh. 003
2032.	R. Adams and G. Lenahan et al., "Implementing Next Generation Networks," Telcordia Technologies			TEL015958 – TEL016085	Grover Exh. 006
2033.	D. Doll "Data Communications – Facilities, Network, and Systems Design"			LU3196787 – LU3196805	
2034.	M. Mard and J. Agiato, "Valuing Intellectual Property & Calculating Infringement Damages," AICPA Practice Aid 99-2		1999		
2035.	J. Limb, "FASNET: Proposal for a High Speed Local Network," *Office Information System*		1982	CSCO0683-0796 – CSCO0683-0802	
2036.	"Digital Network Notes," Telecom Canada		1983	TELC03216341 – TELC03216636	
2037.	M. Liu and D. Rouse, "A Study of Ring Networks," *Ring Technology Local Area Networks*		1984		

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 10 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2038.	B. Fleury, "Asynchronous High Speed Digital Multiplexing," *IEEE Communications Magazine*, Vol. 24, No. 8		1986	CSCO0694-2227 – CSCO0694-2235	
2039.	C. Corbalis, "A Design Example of A T1-Based Fast Packet Voice Switch"		1987	TELD0007172 – TELD0007176	Lee, S.H. Exh. 018
2040.	M. Beckner and T. Lee et al., "A Protocol and Prototype for Broadband Subscriber Access to ISDNs"		1987	BEL137167 – BEL137174	Chao Exh. 019
2041.	L. Wu and S. Lee et al., "Dynamic TDM – A Packet Approach to Broadband Networking"		1987	CSCO0683-0692 – CSCO0683-0718	Chao Exh. 010
2042.	J. Chao, Design Architecture of a DTDM Packet Assembler and Packet Multiplexer, MONTECH '87, Conference on Communications, IEEE		1987	TELP0003264 – TELP0003268	
2043.	G. Luderer and J. Mansell et al., "Wideband Packet Technology for Switching Systems"		1987	BEL136658 – BEL136664	
2044.	J. Chao and T. Robe et al., "A 140 Mbit/s CMOS LSI Framer Chip for a Broad-Band ISDN Local Access System," *IEEE Journal of Solid-State Circuits*, Vol. 23, No. 1		1988	TELC0001725 – TELC0001733	Chao Exh. 005
2045.	T. Wu and R. Lau, "A Class of Self-Healing Ring Architectures for SONET Network Applications"		1990		Lau Exh. 021
2046.	J. Gonzales and J-P Le Meur, "Jitter Reduction in ATM Networks"		1991	TELC0278563 – TELC0278568	Fleischer Exh. 006
2047.	R. Lau and P. Fleischer, "Synchronous Techniques for Timing Recovery in BISDN," (Globecom)		1992	TELC0006832 – TELC0006838	Sincoskie Exh. 029
2048.	R. Lau and P. Fleischer, "Synchronous Techniques for Timing Recovery in BISDN," IEEE		1992	TELC3150169 – TELC3150178	
2049.	J. Chao and C. Lam et al., "Broadband Packet Switching Technologies – A Practical Guide to ATM Switches and IP Routers"		2001	LU3042863 – LU3043029	Chao Exh. 020
2050.	V. Alwayn, "Optical Network Design and Implementation: A Comprehensive Guide to Understanding and Configuring Multiservice DWDM, SONET, an SDH Architectures"		2004	TELC2944984 – TELC2945816	Grover Exh. 004

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 11 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2051.	Warren, Dave et al., "Cisco Self-Study: Building Cisco Metro Optical Networks, Plan, Design and Configure High-Speed Fiber-Optical Networks," Cisco Press (excerpts only)		2004	CSCO0698-0442 – CSCO0698-0456	
2052.	Comparision between "Impacts on SONET Standard" and "Automatic Protection Switching"			TELC0386747 – TELC0386750	Lau Exh. 022
2053.	J. Limb and C. Flores, "Description of Fasnet – A Unidirectional Local-Area Communications Network," *The Bell System Technical Journal*, Vol. 61, No. 7		9/1982	BEL042604 – BEL042632	Acampora Exh. 011
2054.	W. Montgomery, "Techniques for Packet Voice Synchronization," *Journal on Selected Areas in Communications*, Vol. SAC-1, No. 6		12/1983	FSI092450 – FSI092457	
2055.	J. Jones and G. Cagle, "TDM Ring: A DS1 Transport System for Local Networks," *IEEE Globecom '84 Conference Record*		8/1984	CSCO0337-1681- CSCO0337-1689	Grover Exh. 015
2056.	Z. Budrikis and A. Netravali, "A Packet/Circuit Switch," *AT&T Bell Laboratories Technical Journal*, Vol. 63, No. 8		10/1984	CSCO0690-1105- CSCO0690-1126	Chao Exh. 025
2057.	C. Raghavendra and J. Silvester, "Double Loop Network Architectures – A Performance Study," *IEEE Transactions on Communications*, Vol. COM-33, No. 2		02/1985		
2058.	Technical Requirements Industry Form SONET, Presented by Bellcore		4/19/85	BEL107731 – BEL107833	Ching Exh. 005
2059.	J. Prisco and R. Hoss, "Fiber Optic Regional Area Networks," *IEEE Communications Magazine*, Vol. 23, No. 11		11/1985	CSCO0694-2150 – CSCO0694-2163	Grover Exh. 009
2060.	C. Corbalis, "The Challenge of Voice by the Packet," *Telecommunications*, Vol. 20, No. 10		10/1986	TELD0007188 – TELD0007193	Lee, S.H. Exh. 019
2061.	J. Turner, "Design of an Integrated Services Packet Network," *IEEE Journal on Selected Areas in Communications*, Vol. SAC-4, No. 8, pp. 1373-1380		11/19/86	LU3039041 – LU3039048	Chao Exh. 022

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 12 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2062.	J. Reedy, "The TDM Ring- A Fiber Optic Transport System for Campus or Metropolitan Networks," *IEEE Journal on Selected Areas in Communications*, Vol. SAC-4, No. 9		12/1986	CSCO0698-0329 – CSCO0698-0338	
2063.	G. Ester, "Ring Up Big Profits with Ring Architecture," *Telephony – Integrating Voice and Data Communications*, Vol 213, No. 25		12/21/87	CSCO0337-1675 – CSCO0337-1680	Grover Exh. 011
2064.	R. Newman and Z. Budrikis et al., "The QPSX Man." *IEEE Communications Magazine*, Vol. 26, No. 4		4/1988	LU0002467 – LU0002476	Chao Exh. 024
2065.	T. Wu and R. Lau, "A Class of Self-Healing Ring Architectures for SONET Network Applications" (draft)		9/30/89	TELC0386725 – TELC0386746	Lau Exh. 020
2066.	T. Wu and D. Kolar et al., "High-Speed Self-Healing Ring Architectures for Future Interoffice Networks," *IEEE Global Telecommunications Conference & Exhibition*, Nov. 27-30		11/30/89		
2067.	K. Sato and S. Ohta et al., "Broad-Band ATM Network Architecture Based on Virtual Paths," *IEEE Transactions on Communications*, Vol 38, No. 8		8/1990		
2068.	"Timing Recovery for CEE Circuit Emulation," Study Group XVIII – Contribution No. D.1020		12/7/90	TELC0006712 – TELC0006715	
2069.	K. Sato and H. Ueda et al., "The Roll of Virtual Path Crossconnection," *IEEE LTS – The Magazine of Lightwave Telecommunication Systems*, Vol. 2, No. 3		8/1991		
2070.	The Pelorus Group, "Asynchronous Transfer Mode: The Next Five Years"		10/1997	TELC0259329 – TELC0259647	DePinho Exh. 085
2071.	D. Johnson and N. Hayman et al., "The Evolution of a Reliable Transport Network," *IEEE Communications Magazine*		8/1999		
2072.	M. Jones and R. Butler et al., "Sprint Long Distance Network Survivability: Today and Tomorrow," *IEEE Communications Magazine*		8/1999		

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 13 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2073.	Telcordia Technologies, "Synchronous Optical Network (SONET) Transport Systems: Common Generic Criteria," Issue 3		9/2000	TELC0287083 – TELC0287766	
2074.	M. Phillips, "Edge Routers Target New Market Niches," In-Stat MDR		10/2002	TELC0262262 – TELC0262300	
2075.	H. Goldberg, "The Next Generation of Service Provider Edge and Core Routers," In-Stat MDR		6/2004	TELC0290207 – TELC0290251	
2076.	H. Goldberg, "MultiService Switch Market Rebounds Nicely," In-Stat MDR		3/2005	TELC0290252 – TELC0290300	
2077.	Cisco News Releases			CSCO0676-0001 – CSCO0676-1097	
2078.	M. Beckner, "Packet-Mode Access Capability in a Broadband Interface Structure," Standards Project: Principles of User-Network Access Interfaces T1D1.185-098		9/1/85	TELD0000608 – TELD0000614	Beckner Exh. 003
2079.	C. Lau, "Implementation of the 64 kb/s SYNTRAN Data Link Using a Distributed Loop," Technical Memorandum: TM-TSY-001965		10/22/85	BEL106047 – BEL106058	
2080.	R. Boehm and Y. Ching et al., "Rates and Formats for Fiber Optic Interfaces," Contribution to T1 Standards Project T1X1.4/86-020 (Rates and Formats for Fiber Optic Interfaces)		2/14/86	FSI058562 – FSI058577	Beckner Exh. 006
2081.	T. Lee, "Performance Analysis of Packet Multiplexers Based on Dynamic Time Division Multiplexing," Technical Memorandum: TM-ARH-002795		6/3/86	BEL044340 – BEL044363	Lee, T.T. Exh. 004
2082.	F. Dix and M. Garrett, "Integrated Services Media Access Protocol for Fasnet," Technical Memorandum: TM-TSV-002935		6/20/86	BEL160098 – BEL160115	Garrett Exh. 017
2083.	C. Lau, "Survivable Architectures and Implementations for a High Speed SONET," Technical Memorandum: TM-TSY-007089		9/30/86	TELC0005587 – TELC0005622	Lau Exh. 002
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Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 14 of 146

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Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 15 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
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2098.	GX 550 Multiservice WAN Switch			TELC2945853 – TELC2945858	Linder Exh. 008
2099.	CBX 500 Multiservice WAN Switch			TELC2945884 – TELC2945887	McKenna Exh. 005
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2106.	Metropolis DMX*plore* Access Multiplexer for Service Providers		2004	TELC2945909 – TELC2945914	McKenna Exh. 008
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Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 16 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
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Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 17 of 146

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2123.	1995 Product Line Brochure: Cisco LightStream ATM Switches		1/01/95	TELC0258210 – TELC0258232	
2124.	ATM Circuit Emulation Services Port Adapter for Cisco 7200 Series Routers overview		1997	CSCO0042-0073 – CSCO0042-0079	
2125.	Network Element Information Request (NEIR) for NMA/NIS Work for ONS 15454, Issue 30		3/1998	TELC0856954.034 082 – TELC0856954.034 179	
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2127.	Bellcore Generic Requirement (GR) Process Improvement		2/17/99	TELC3218242 – TELC3218249	Rubin Exh. 011
2128.	NMA-NIS Test Plan: Telcordia NMA Operations System Release 9.1 and The Cisco 15454 SONET Multiplexer (Hybrid) Release 2.0		4/2000	TELC0856954.032 971 – TELC0856954.032 3171	
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Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 18 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
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2137.	Cisco MGX-AX-CESM-8T1/8E1 Circuit Emulation Service Modules Data Sheet				
2138.	Cisco MGX 8260 Maintenance Guide		2005	CSCO0023-2069 – CSCO0023-2106	
2139.	Cisco Circuit Emulation Software Configuration Guide and Command Reference, Release 4		5/2003	CSCO0030-0855 – CSCO0030-1064	
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2144.	Cisco ONS 15327 Reference Manual, Release 4.0		5/3/05	CSCO0103-1864 – CSCO0103-2105	
2145.	Cisco ONS 15454 Reference Manual: Product and Documentation, Release 6.0		8/2005	CSCO0107-1475 – CSCO0107-2512	
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Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 19 of 146

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Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 20 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
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2165.	Release 9.1 System Level Stress, Limit, and Performance Test Design Specification, Revision 3.0		1998	CSCO0318-1810 – CSCO0318-2014	Jain Exh. 005
2166.	The ATM Forum Technical Committee – Circuit Emulation Service Interoperability Specification, Version. 2.0		1/1997	CSCO0329-0266 – CSCO0329-0366	Garrett Exh. 005
2167.	Popeye MPSM-16-T1E1 Hardware Design Document, Revision 1.6		8/20/04	CSCO0337-1087 – CSCO0337-1128	Muntz Exh. 039
2168.	"B2 Monitoring at ADM (DCS)," Contribution to T1 Standards Project		2/11/87	CSCO0337-1614 – CSCO0337-1619	
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2171.	IOS Command Reference Guide			CSCO0674-0001 – CSCO0674-0549	
2172.	Verilog Source Code for DCU ASIC from the File Path C:\SourceCode\DCU\rtl			CSCO0677-0001 – CSCO0677-0209	Muntz Exh. 031
2173.	Cisco ONS 15454 RL1 Command Guide, Chapter 5			CSCO0678-1773 – CSCO0678-1780	
2174.	"Asynchronous Digital Multiplexes Requirements and Objectives," Issue 1, Technical Reference: TR-TSY-000009		5/1986	CSCO0685-0734 – CSCO0685-0788	
2175.	Optical Fiber Digital Transmission Equipment FD-565 System Description, Release 1		11/1989	CSCO0695-2233 – CSCO0695-2482	
2176.	Diagram: Automate Collect - Analyze - Report			CSCO0695-2483	Keyes Exh. 002
2177.	Cisco Systems Advanced Services, The NATkit Guide: An Advanced Services Resource for NATkit Delivery, Support, and AS Deliverables Utilizing NATkit Tools, Version 1.0		2003	CSCO0695-2484 – CSCO0695-2503	Keyes Exh. 001

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 21 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
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2181.	OCEAN ASIC Hardware Functional Specification, Revision A0		5/2/05	CSCO0709-0001 – CSCO0709-0250	
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2186.	NatKit Configuration Files			CSCO0725-0001 – CSCO0725-1324	
2187.	Product Bulletin: Cisco WAN Manager 15.1.50		2005		
2188.	Cisco IOS Asynchronous Transfer Mode Command Reference, Release 12.4		2006		
2189.	Cisco Circuit Emulation Services (CESM/MPSM-8-T1E1) Configuration Guide and Command Reference for MGX Switches, Release 5.2, Part No. OL-6841-01, Revision B0		9/2005		
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2191.	AALigator-32 ATM Adaptation Layer 1 Segmentation and Reassembly Processor Datasheet, PM73122, Issue 8		5/10/02	P00001-0004142 – P00001-0004617	Holden Exh. 007
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Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 22 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
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2194.	Cisco BPX/MGX Network Adapters		12/2003		Gilstein Exh. 024
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2205.	J. Fitzsimmons, LPF-3000 WaveStar – DDM 2.5G Product Documentation		12/7/00	LU2022985 – LU2022999; LU2023000 – LU2023014	Grover Exh. 017
2206.	WaveStar DDM 2.5 G Product Documentation, UltraSonic Device, Requirements			LU2140973 – LU2140981	
2207.	Series of Schematics for Project OC3_UNST			LU2369440 – LU2369493	Liu Exh. 021
2208.	Series of Schematics for Project DJS_MS			LU2369494 – LU2369529	Liu Exh. 022
2209.	Series of Schematics for Project CAS_10			LU2369530 – LU2369588	Liu Exh. 020
2210.	Series of Schematics			LU2399347 – LU2399432	Liu Exh. 018
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Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 23 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
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2214.	WaveStar DDM 2.5 G Product Documentation, Ultrasonic Device, Miscellaneous Device, Register Map Manual Page			LU3028257 – LU3028383	
2215.	WaveStar, Muxgrp, SONET/SDH Core Assets, Receive Byte Processor Asset, Data Sheet			LU3028525 – LU3028536	
2216.	WaveStar, Muxgrp, SONET/SDH Core Assets, Receive Byte Processor Asset, Data Sheet			LU3028525 – LU3028536	
2217.	WaveStar, Muxgrp, SONET/SDH Core Asset, STS48/STM16 Receive Byte Processor			LU3028537 – LU3028546	
2218.	Multi-Usable Assets, MUXGRP, SONET/SDH Core Assets, Receive L-REI Error count block, Data Sheet			LU3028547 – LU3028553	
2219.	WaveStar DMX ASIC Documentation, UltraSONIC Device I/O Specifications			LU3028608 – LU3028690	
2220.	WaveStar, Muxgrp, SONET/SDH Core Assets, STS48/STM Receive Byte Processor, Data Sheet			LU3028726 – LU3028735	
2221.	Product Overview: PacketStar Media Gateway			LU3206091 – LU3206358	
2222.	Schematic for Project: MS_STM1				Liu Exh.006
2223.	Schematic for Project: CAS_12				Liu Exh. 007
2224.	Schematic for Project: CAS_10				Liu Exh. 008
2225.	Schematic for Project: CAS_10				Liu Exh. 009
2226.	Schematic for Project: CAS_10				Liu Exh. 010
2227.	Schematic for Project: CAS_10				Liu Exh. 011
2228.	Schematic for Project: CAS_10Schematic for Project: CAS_10				Liu Exh. 012
2229.	Schematic for Project: OC3_UNST				Liu Exh. 013

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 24 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
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2233.	J. Bellisio, "Pulse Displacement Synchronization: A New Multiplexing Proposal," Bell Communications Research, Inc. Technical Notes		1/17/86	TELC3211892 – TELC3211902	
2234.	Bell Communications Research, Inc., "Synchronous DS3 Format Interface Specification," Technical reference TR-TSY-000021, Issue 1		6/1984	BEL108834 – BEL108855	
2235.	R. Cardwell and F. Chang, "New Network Structures for Optical Fiber Telephone Networks," Technical Memorandum: TM-ARH-001-808 (ABSTRACT)		9/13/85	BEL106833	
2236.	Cisco Systems 15327 XTC-MB Hardware Functional Specification, Updated for Nihoa Release, Revision No. 02		9/25/02	CSCO0525-1072 – CSCO0525-1132	
2237.	R. Boehm, Report from the Ad Hoc Group on Optical Interface Overhead, Rockwell International, Contribution to T1 Standards Project		1/21/87	FSI058049 – FSI058059	
2238.	Telcordia's IP Agreement Expiration Report		1/14/05	TELC0301564 – TELC0301568	
2239.	Patent License Agreement between Telcordia Technologies, Inc. and Marconi Communications, Inc. and Marconi Corporation PLC[1]		6/25/04	CSCO0643-0029 – CSCO0643-0074	

[1] Defendants' reserve the right to use this exhibit only if the Court denies their motion in limine.

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 25 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2240.	Settlement Agreement between Telcordia Technologies, Inc. and Marconi Communications, Inc.[2]		6/28/04	TELC-ITC00001397 – TELC-ITC0001408	
2241.	Addendum No. 7 to Master Agreement between Cisco Systems, Inc. and Telcordia Technologies, Inc.		7/6/00	TELC0775161 – TELC0775177	
2242.	Addendum No. 30 to Telcordia Master Agreement for OSMINE Services		6/14/02	TELC0650970 – TELC0650976	
2243.	Cross-License Agreement between Science Applications International Corporation and Telcordia Technologies, Inc.		3/15/05	TELC0374839 – TELC0374847	
2244.	Cisco and Telcordia Potential Collaboration in Optical Networking		6/5/06	TELC0239237 – TELC0239244	Barr Exh. 033
2245.	Patent License Agreement between Bell Communications Research, Inc. and Integrated Telecom Technology, Inc.		3/12/97	TELL0002678 – TELL0002701	
2246.	Patent License Agreement Between Bell Communications Research, Inc. and Telecommunications Techniques Corporations Relating to ATM Equipment		8/28/97	TELL0003783 – TELL0003806	DePinho Exh. 035
2247.	(Draft for Discussion Only) Patent License Agreement between Telcordia Technologies, Inc. and ADC Telecommunications, Inc.		2000	TELL0002981 – TELL0002997	Anthony Exh. 017
2248.	Patent License Agreement between Telcordia Technologies, Inc. and Atmosphere Networks, Inc.		9/11/00	TELL0000641 – TELL0000658	Anthony Exh. 020
2249.	Patent License Agreement between Telcordia and Terawave		12/5/00	TELL0009290 – TELL0009313	
2250.	Patent License Agreement between Telcordia Technologies, Inc. and Paceon Corporation		8/8/01	TELL0000194 – TELL0000212	DePinho Exh. 072
2251.	Patent License Agreement between Telcordia Technologies, Inc. and Netro Corporation		8/29/01	TELL0000981 – TELL0001001	DePinho Exh. 073

[2] Defendants' reserve the right to use this exhibit only if the Court denies their motion in limine.

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 26 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2252.	Patent License Agreement between Telcordia Technologies, Inc. and Jedai Broadband Networks, Inc.		5/31/02	TELL0007201 – TELL0007219	DePinho Exh. 126
2253.	Patent License Agreement between Telcordia Technologies, Inc. and NEC USA, Inc.		1/6/04	TELL00002904 – TELL00002921	DePinho Exh. 019
2254.	Covenant Agreement between Telcordia Technologies, Inc. and Mindspeed Technologies, Inc.		1/8/04	TELL0000466 – TELL0000478	Nawrocki Exh. 019
2255.	SRTS Agreement between Telcordia Technologies, Inc. and Kentrox, LLC		1/12/04	TELL0000926 – TELL0000940	DePinho Exh. 075
2256.	Patent License Agreement between Telcordia Technologies, Inc. and Terawave Communications, Inc.		9/9/05	TELL0009137 – TELL0009158	Nawrocki Exh. 022
2257.	Intellectual Property Agreement between Bell Communications Research, Inc. and Ameritech Serivces, Inc.; Bell Atlantic Network Services, Inc.; Bellsouth Telecommunications, Inc.; Telesector Resources Group, Inc.; Pacific Bell; US West Technologies; and Southwestern Bell Telephone Company		5/16/94	BEL159498 – BEL159545	
2258.	Patent License Agreement between American Telephone and Telegraph Company and Bell Communications Research, Inc.		1/1/89	BEL159484 – BEL159497	DePinho Exh. 122
2259.	Patent License Agreement between Bell Communications Research, Inc. and Ameritec Corporation		5/19/97	BEL133538 – BEL133550	Anthony Exh. 019
2260.	Patent License Agreement between Bell Communications Research, Inc. and Fore Systems, Inc. Relating to ATM Equipment		7/8/97	BEL132821 – BEL132845	DePinho Exh. 069
2261.	Patent License Agreement between Bell Communications Research, Inc. and Integrated Telecom Technology, Inc. Relating to ATM Equipment		7/23/97	BEL24179 – BEL24206	DePinho Exh. 031
2262.	Patent License Agreement between Bell Communications Research, Inc. and Ericsson Telecom AB Relating to ATM Equipment		8/28/97	BEL132992 – BEL133018	DePinho Exh. 033

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 27 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2263.	Patent License Agreement between Bell Communications Research, Inc. and Fujitsu Limited Relating to ATM Equipment		8/29/97	BEL133043 – BEL133069	DePinho Exh. 034
2264.	Patent License Agreement Between Bell Communications Research, Inc. and NEC Corporation Relating to ATM Equipment		9/19/97	BEL133070 – BEL133098	DePinho Exh. 036
2265.	Patent License Agreement Between Bell Communications Research, Inc. and Siemens AG Relating to ATM Equipment		10/31/97	BEL133099 – BEL133125	DePinho Exh. 037
2266.	Amended and Restated Master Agreement for Software and Services by and between Bell Communications Research, Inc. and Pacific Bell		11/4/97	BEL163047 – BEL163124	
2267.	Amended and Restated Master Agreement for Software and Services by and between Bell Communications Research, Inc. and Bell Atlantic Science & Technology, Inc.		11/14/97	BEL163489 – BEL163621	
2268.	Amended and Restated Master Agreement for Software and Services by and between Bell Communications Research, Inc. and BellSouth Telecommunications, Inc.		11/14/97	BEL163318 – BEL163488	
2269.	Amended and Restated Master Agreement for Software and Services by and between Bell Communications Research, Inc. and U.S. West Communications, Inc.		11/14/97	BEL163188 – BEL163317	
2270.	Amended and Restated Master Agreement for Software and Services by and between Bell Communications Research, Inc. and Southwestern Bell Telephone Company		11/14/97	BEL162917 – BEL163046	
2271.	Amended and Restated Master Agreement for Software and Services by and between Bell Communications Resource, Inc. and Ameritech Corporation		11/14/97	BEL162689 – BEL162821	
2272.	Patent License Agreement between Telcordia Technologies, Inc. and Newbridge Networks Corporation, Inc.		6/17/99	BEL149258 – BEL149290	DePinho Exh. 055
2273.	Portfolio Cross-License Agreement between Texas Instruments, Inc. and Cisco Systems, Inc.			CSCO0338-0589 – CSCO0338-0612	

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 28 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2274.	Master Agreement between Cisco Systems, Inc. and Bell Communications Research, Inc. – Operations Systems Modifications for the Integration of Network Elements (OSMINE)		8/17/98	CSCO0338-0172 – CSCO0338-0184	Barr Exh. 016
2275.	Cisco and Bellcore Memorandum of Understanding		10/21/98	CSCO0338-0137 – CSCO0338-0156	DePinho Exh. 104
2276.	Patent License Agreement between International Business Machines Corporation and Cisco Systems, Inc.		12/28/98	CSCO0338-0350 – CSCO0338-0389	
2277.	License Agreement between REFAC International, Ltd. and Cisco Systems, Inc.		4/30/99	CSCO0338-0526 – CSCO0338-0532	
2278.	License Agreement between the Board of Trustees of the Leland Stanford Junior University and Cisco Systems		8/12/99	CSCO0338-0569 – CSCO0338-0574	
2279.	Settlement and License Agreement between Cisco Systems, Inc. and Excel Switching Corporation		8/17/99	CSCO0437-2084 – CSCO0437-2098	
2280.	License Agreement between Lemelson Medical, Education and Research Foundation, Limited Partnership and Cisco Systems, Inc.		11/29/99	CSCO0338-0420 – CSCO0338-0431	
2281.	License Agreement for G.729 Standard Including Annex A between Sipro Lab Telecom, Inc. and Cisco Systems, Inc.		12/21/99	CSCO0338-0552 – CSCO0338-0568	
2282.	Confidential Patent License Agreement between Cisco Systems, Inc. and Microsoft Corporation		3/9/00	CSCO0338-0432 – CSCO0338-0444	
2283.	License Agreement between PCTEL, Inc. and Cisco Systems, Inc.		9/20/00	CSCO0338-0508 – CSCO0338-0525	
2284.	Patent Cross-License Agreement between Cisco Systems, Inc. and Hitachi, LTD.		9/25/00	CSCO0437-2076 – CSCO0437-2083	
2285.	Cross-License Agreement between Cisco Systems, Inc. and Juniper Networks, Inc.		12/6/00	CSCO0338-0412 – CSCO0338-0419	
2286.	Patent Sublicense Agreement between Visual Interactive Phone Concepts, Inc. and HandTrade.com, Inc. and Cisco Systems, Inc.		12/16/00	CSCO0338-0343 – CSCO0338-0349	

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 29 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2287.	Settlement and Cross-License Agreement between interWAVE Communications International, Ltd. and Cisco Systems, Inc. and Jan Long and Ian Sayers		6/6/01	CSCO0437-2099 – CSCO0437-2119	
2288.	Patent License Agreement between Cisco Systems, Inc. and AT&T Corp.		10/17/01	CSCO0338-0245 – CSCO0338-0253	
2289.	OCB License Agreement between Dr. Phillip W. Rogaway and Cisco Systems, Inc.		11/14/01	CSCO0338-0544 – CSCO0338-0551	
2290.	MPEG-2 Patent Portfolio License between MPEG LA, L.L.C. and Cisco Systems, Inc.		1/1/02	CSCO0338-0445 – CSCO0338-0506	
2291.	Cross-License Agreement between Cisco Systems, Inc. and Rockwell Firstpoint Contact Corporation		2/27/02	CSCO0338-0533 – CSCO0338-0543	
2292.	Cross-License Agreement between DSP Group, Inc. and Cisco Systems, Inc.		7/26/02	CSCO0338-0328 – CSCO0338-0339	
2293.	Cross-License Agreement between Cisco Systems, Inc. and Tandberg ASA		2/2/03	CSCO0338-0575 – CSCO0338-0588	
2294.	Patent License Agreement between AudioFAX IP LLC and Cisco Systems, Inc.		9/17/03	CSCO0338-0254 – CSCO0338-0267	
2295.	Confidential Settlement Agreement between Vertical Networks, Inc. and Cisco Systems, Inc. and Linkfini, Inc.		11/14/03	CSCO0338-0613 – CSCO0338-0624	
2296.	Patent Cross-License Agreement between Cisco Systems, Inc. and Alcatel S.A.		2/25/04	CSCO0338-0227 – CSCO0338-0244	
2297.	Patent License Agreement between Cisco Systems, Inc. and Integrated Micromachines, Inc.		6/10/04	CSCO0338-0396 – CSCO0338-0411	
2298.	Patent Cross-License Agreement between Cisco Systems, Inc. and British Telecommunications		3/18/05	CSCO0338-0286 – CSCO0338-0309	
2299.	Amendment to License Agreement between International Business Machines Corporation and Cisco Systems, Inc.		5/31/05	CSCO0338-0392 – CSCO0338-0395	
2300.	Non-Exclusive License between Cisco Systems, Inc. and The Regents of the University of California for Method and Apparatus for Scheduling Cells in an Input-Queued Switch		6/30/05	CSCO0338-0268 – CSCO0338-0285	
2301.	Patent License Agreement between Cisco Systems, Inc. and Chrimar Systems, Inc.		8/19/05	CSCO0338-0310 – CSCO0338-0327	

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 30 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2302.	License Agreement for RFID Network Products between Intermec IP Corp. and Cisco Systems, Inc.		8/23/05	CSCO0642-0008 – CSCO0642-0027	
2303.	Patent License Agreement between Touchdown Technologies, Inc. and Cisco Technology, Inc.		12/1/05	CSCO0437-2071 – CSCO0437-2075	
2304.	Patent Agreement between Cisco Systems, Inc. and Wi-LAN, Inc.		12/2/05	CSCO0338-0625 – CSCO0338-0689	
2305.	Proposed Term Sheet for a Patent License Agreement with Tellabs			TELL0005350	
2306.	Letter from V. Kovalick to L. Samberg re: Enclosure of Current Term Sheet for Telcordia's US. Patent No. 5,260,978		11/17/98	TELL0003674 – TELL0003677	DePinho Exh. 060
2307.	Letter from V. Kovalick to D. Fogg re: Enclosure of Current Term Sheet for Telcordia's U.S. Patent No. 5,260,978		6/9/99	TELC0276411 – TELC0276418	DePinho Exh. 062
2308.	Letter from V. Kovalick to P. Samudra re: Enclosure of Current Term Sheet for Telcordia's U.S. Patent No. 5,260,978		6/9/99	TELL0003631 – TELL0003633	DePinho Exh. 061
2309.	Letter from V. Kovalick to B. Kwan re: Enclosure of Telcordia Technologies, Inc. Term Sheet for SRTS Patent License Agreement		7/6/99	TELL0003678 – TELL0003680	
2310.	Letter from V. Kovalick to B. Cerreta re: Enclosure of Current Term Sheet for Telcordia's U.S. Patent No. 5,260,978		7/13/99	TELC0276835 – TELC0276837	DePinho Exh. 063
2311.	Letter from V. Kovalick to O. Klotz re: Enclosure of Current Term Sheet for Telcordia's U.S. Patent No. 5,260,978		7/20/99	TELL0003567 – TELL0003569	DePinho Exh. 064
2312.	Letter from V. Kovalick to T. Das re: Enclosure of Current Term Sheet for Telcordia's U.S. Patent No. 5,260,978		7/28/99	TELL0003604 – TELL0003606	DePinho Exh. 0658
2313.	Letter from S. Joroff to B. DeVincenzi re: Enclosure of Telcordia Technologies, Inc. Term Sheet for SRTS Patent License Agreement		6/19/00	TELC0276469 – TELL0276472	
2314.	Letter from V. Kovalick to J. Taylor re: Enclosure of Current Term Sheet for Telcordia's US. Patent No. 5,260,978		8/2/00	TELL0003600 – TELL0003602	DePinho Exh. 066

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 31 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2315.	Email from S. Joroff to S. Chandler and R. Strupp re: Enclosure of Teclordia Technologies, Inc. Term Sheet for SRTS Patent License Agreement		12/6/00	TELL0010682 – TELL0010684	
2316.	Term Sheet for SRTS Patent License Agreement		2/7/02	TELC0276124 – TELL0276127	
2317.	Proposed Term Sheet for a Patent License Agreement and Consulting Agreement between Telcordia Technologies, Inc. and Acterna, LLC		3/20/02	TELL0003773 – TELL0003779	
2318.	Email from S. Joroff to E. Presworsky re: Enclosure of Telcordia Technologies, Inc. Term Sheet for SRTS Patent License Agreement		8/6/02	TELC0278367 – TELC0278369	
2319.	Email from S. Joroff to B. Dropping re: Enclosure of SRTS Patent License Term Sheet		8/16/02	TELL0005564 – TELL0005566	DePinho Exh. 067
2320.	Letter from S. Joroff to D. Smith re: Enclosure of Telcordia Technologies, Inc. Term Sheet for SRTS Patent License Agreement		11/4/02	TELL0003697 – TELL0003699	Nawrocki Exh. 048
2321.	Term Sheet for SRTS Patent License Agreement		3/19/03	TELL0000901 – TELL0000902	
2322.	Term Sheet for SRTS Patent License Agreement		5/6/03	TELC0276045 – TELC0276046	
2323.	Letter from W. Schoneman to D. Smith re: Telcordia Technologies, Inc. Term Sheet for SRTS Patent License Agreement		5/29/03	TELL0003698 – TELL0003701	Anthony Exh. 032
2324.	Email from S. Joroff to C. Haas re: Enclosure of Term Sheet for SRTS Patent License Agreement		10/8/03	TELC0294708 – TELC0294711	
2325.	Telcordia Technologies, Inc. Term Sheet for SRTS Patent License Agreement		11/7/03	TELC0269938 – TELC0269939	
2326.	Email from S. Joroff to S. Olsen re: Enclosure of SRTS Patent License Term Sheet		1/30/04	TELL0003366 – TELL0003369	DePinho Exh. 068
2327.	SRTS Agreement between Telcordia Technologies, Inc. and ADVA AG Optical Networking (Draft)		10/6/04	TELL0009725 – TELL0009737	
2328.	Telcordia Technologies, Inc. Term Sheet for SRTS Patent License Agreement		12/2/04	TELL0002926 – TELL0002927	
2329.	Email from S. Joroff to T. Hack re: Enclosure of Term Sheet for SRTS Patent Licens Agreement		12/3/04	TELC0270057 – TELC0270060	Nawrocki Exh. 053

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 32 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2330.	Telcordia Technologies, Inc. Term Sheet for SRTS Patent License Agreement		7/28/05	TELX0758192 – TELX0758193	
2331.	Telcordia Technologies, Inc. Term Sheet for SRTS Patent License Agreement		8/10/05	TELC0294710 – TELC0294711	Musika Exh. 010
2332.	Term Sheet for Patent License Agreement on Telcordia '306, '633 and '763 Patents		3/3/06	TELC3191688 – TELC3191692	DePinho Exh. 077
2333.	Telcordia Term Sheet for Patent License Agreement Covering Selected Patents		5/19/06	TELC0306372 – TELC0306375	DePinho Exh. 016
2334.	Attachment 1 to G. Ritchie Memorandum re: Developments Surrounding SYNTRAN		4/25/85	BEL107634 – BEL107638	Ching Exh. 006
2335.	Memorandum from J. Falk to K. Cox and S. Evans et al. re: Discussion of Patents and Standards		9/11/87	BEL137609 – BEL137614	
2336.	Memorandum from I. Lifehus to T1 Advisory Group re: Bellcore Statement of Suggested Committee T1 Patent Policy		9/15/87	BEL137606– BEL137607	
2337.	Memorandum from L. White to M. Schactman re: Bellcore's position on licensing patents for SONET standard		6/8/88	BEL137594 – BEL137595	
2338.	Memorandum from C. Suchyta to Bellcore CCITT Representative re: Bellcore Policy on Patents Relating to Standards		11/5/91	BEL137527	
2339.	Memorandum from P. Hemrajani and Y. Li to R. Strovinsky re NMA System R9.0/NIS Stage 1 Estimate for Cerent 454 SONET Multiplexer, Release 1.0		4/4/99	TELC0856954.000 897 – TELC0856954.000 901	
2340.	Memorandum from H. Narayanan and Y. Li to M. Kunzman re Telcordia NMA System R10.0/NIS Stage 1 Estimate: Cisco 15454 SONET Multiplexer R3.0 (Hybrid)		3/15/00	TELC0856954.001 058 – TELC0856954.001 062	
2341.	Internal Investment Memorandum to Providence Equity Partners re: Telcordia Technologies, Inc. (REDACTED)[3]		11/1/04	PROV000105 – PROV000135	

[3] Defendants' reserve the right to use this exhibit only if the Court denies their motion in limine.

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 33 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2342.	Telcordia Offering Memorandum: TTI Holding Corporation to be Merged with and into Telcordia Technologies, Inc.		3/15/05	TELC0376034 – TELC0376316	
2343.	Telcordia Technologies Presentation, "NEC/eLuminant Royalty Analysis for US Patent 4,835,763 Survivable Ring Network," Prepared For NEC Intellectual Property Executives			TELL0000038 – TELL0000040	
2344.	Telcordia Technologies Presentation, "Redesigning Applied Research," Prepared for OVP Discussion			TELC0009181 – TELC0009201	Nawrocki Exh. 027
2345.	Telcordia Technologies Presentation titled, "Assertion of U.S. Patent No. 4,835,763 against the Fujitsu Network Communications Flash, Flashwave, FLM and FACTR Product Families"			TELL0004387 – TELL0004403	
2346.	Cisco Presentation, "MGX 8000 Series Carrier Voice Gateways"		2002	CSCO0058-1368 – CSCO0058-1438	
2347.	Cisco Presentation titled, "Strategy Commit: True UPSR Alarming"		2002	CSCO0618-1582 – CSCO0618-1593	
2348.	Wintegra Presentation, "CESoPSN – Cisco Meeting"		2003	CSCO0416-0847 – CSCO0416-0860	
2349.	Sytran ADM3/1 Demonstration			BEL108196 – BEL108201	Lau Exh. 013
2350.	Walters and R. Browarek et al., "SBC Out-of_Region Network with Value Propositions," Bellcore Presentation		12/21/98	TELC0222544 – TELC0222562	
2351.	Telcordia Technologies Presentation titled, "Telcordia Technologies Patent Assets," Prepared for K. Rudofski		4/2/02	TELL0005351 – TELL0005354	
2352.	Presentation titled, "Applied Research Value"		6/12/02	TELC0079510 – TELC0079568,	Anthony Exh. 008
2353.	Telcordia Presentation titled, "Cisco-Telcordia Licensing Discussions"		12/2002	TELC0133864 – TELC0133887	DePinho Exh. 096
2354.	Telcordia Presentation titled, "Patent Creation, Strategic Review & Donation Processes," Prepared for E. Hendrick, Jr.		5/20/03	TELC0300203 – TELC0300206	
2355.	Presentation titled, "Telcordia's Patent Presentation to Cisco"		8/5/03	TELC0387120 – TELC0387165	Anthony Exh. 011

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 34 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2356.	Telcordia Technologies Presentation titled, "Tellabs-Telcordia Licensing Discussions," Prepared for Tellabs		3/2004	TELL0005358 – TELL0005364	
2357.	Telcordia Technologies Presentation titled, "Intellectual Capital Products (ICP) Group Historical Results"		7/1/04	TELC0301644 – TELC0301647	Anthony Exh. 022
2358.	Houlihan Lokey Howard & Zukin Presentation, "Telcordia Technologies, Inc. Asset Valuation Analysis"		3/15/05	TELC2939212 – TELC2939333	
2359.	Houlihan Lokey Howard & Zukin Presentation, "Telcordia Technologies, Inc. Asset Valuation Analysis" (REDACTED)		3/15/05	PROV00775 – PROV00896	
2360.	Telcordia Technologies Presentation titled, "Licensing in Telecom Boom to Gloom to ???," Prepared for the Licensing Executives Society		3/30/05	TELC0306256 – TELC0306269	
2361.	Letter from M. Garrett to L. Wojnaroski re: License to Newbridge the Use of U.S. Patent No. 5,260,978			BEL24822	DePinho Exh. 040
2362.	Letter from L. White to M. Schachtman re: Bellcore Patent Statement – SONET Standard		9/15/88	CSCO0643-0388 – CSCO0643-0389	
2363.	Letter from J. Falk to S. Wilkinson re: Patents and Standards in the Telecommunications Area		10/18/90	BEL137547 – BEL137548	Suchyta Exh. 014
2364.	Letter from L. Suchyta to R. Cattoi re: Bellcore's Patent Portfolio		2/1/91	BEL057453 – BEL25075	DePinho Exh. 013
2365.	Letter from L. Suchyta to G. Smith re: U.S. Patent No. 4,835,763		2/6/91	AUSA0002813	
2366.	Facsimile from P. Adam to A. Reilly re: Enclosure of article titled, "Timing Recovery for CBR Circuit Emulation – Time Stamp Method"		3/8/91	TELC0373798 – TELC0373804	Jones Exh. 011
2367.	Facsimile from P. Adam re: CNET Experts		8/26/91	TELC0006512	Clark Exh. 003
2368.	Letter from B. Kittams to P. Adam re: Possible Compromise of the TS/SFET Methods of Timing Recovery		9/4/91	FT0000002	Clark Exh. 004
2369.	Letter from R. Lau and B. Kittams to T. Houdoin re: A Compromise of SFET and TS		10/11/91	TELC0373083	Hammond Exh. 004

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 35 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2370.	Letter from T. Houdoin to B. Kittams and R. Lau re: SFET/TS Compromise		10/14/91	TELC0006510 – TELC0006511	Falk Exh. 033
2371.	Letter from R. Lau and B. Kittams to T. Houdoin and J. Cochennec re: A Compromise of SFET and TS		10/16/91	FT0000001	Falk Exh. 050
2372.	Letter from M. Houdoin to B. Kittams and R. Lau re: SFET/TS Compromise		10/22/91	TELC0373777	Hammond Exh. 006
2373.	Facsimile from G. Iseki to S. Rosen re: Availability of Bellcore's U.S. Patent No. 4,835,763		4/16/92	TELC0277941	DePinho Exh. 014
2374.	Letter from S. Rosen to J. Morgridge re: Cisco's Need of a Patent license		8/12/92	BEL04183	Suchyta Exh. 002
2375.	Letter from S. Rosen to J. Morgridge re: Reply to Aug. 12, 1992 Letter		10/23/92	BEL04187	Rosen Exh. 002
2376.	Letter from C. Chapman to S. Rosen re: Cisco does not Infringe Bellcore Patents		11/9/92	BEL04188	Rosen Exh. 003
2377.	Letter from S. Rosen to S. Walters and D. Sincoskie re: Syn Optics Infringement		1/3/94	BEL035932 – BEL035933	Rosen Exh. 006
2378.	Letter from B. Sidran to R. Barr re: Licensing Terms for U.S. Patent Nos. 5,260,978 and 4,893,306		3/14/94	TELC0269856	Barr Exh. 003
2379.	Letter from B. Sidran to C. Galvin re: U.S. Patent Nos. 5,260,978 and 4,893,306		3/14/94	TELC0269879	DePinho Exh. 022
2380.	Letter from S. Rosen to J. Morgridge re: Enclosure of U.S. Patent Nos. 4,893,306 and 5,260,978		6/16/94	TELC0298488	Barr Exh. 005
2381.	Letter from S. Rosen to B. Eischen re: Enclosure of U.S. Patent Nos. 4,893,306 and 5,260,978		6/16/94	BEL24869	DePinho Exh. 043
2382.	Letter from S. Rosen to J. Morgridge re: Bellcore's U.S. Patent Nos. 4,893,306 and 5,260,978		11/10/94	TELC0256226	
2383.	Letter from R. Barr to S. Rosen re: U.S. Patent Nos. 4,893,306 and 5,260,978		12/6/94	TELC0256216 – TELC0256217	Barr Exh. 006
2384.	Letter from Coopers & Lybrand L.L.C. to M. Thurber re: Analysis of Fair Market Value of Lightstream		12/22/94	CSCO0643-0248 – CSCO0643-0284	

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 36 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2385.	Letter from L. Suchyta to ATM Forum re: Bellcore's U.S. Patent No. 5,260,978 Applicability to ATM Adaptation Layer Type 1 (AAL1) ANSI Standard		2/3/95	TELC0257872	DePinho Exh. 058
2386.	Letter from L. Suchyta to B. Somerville re: Requirement of U.S. Patent No. 5,260,978 to Implement ANSI T1.630-1993		2/17/95	TELC0313010	Suchyta Exh. 015
2387.	Letter from L. Suchyta to T. Irmer re: Requirement of U.S. Patent No. 5,260,978 to Implement ITU-T Recommendation I.363		2/17/95	TELC3163336	Suchyta Exh. 020
2388.	Letter from R. Brach to B. Sidran re: Bellcore's U.S. Patents that Impact ATM Standards		3/29/95	BEL035917	Garrett Exh. 008
2389.	Letter from M. Garrett to L. Wojnaroski re: New Version of Contract wich Licenses Newbridge to Use Bellcore U.S. Patent Nos. 5,260,978 and 4,893,306		5/15/95	BEL038664 – BEL038677	Garrett Exh. 007
2390.	Letter from B. Eischen to B. Sidran re: Concerns on Patent Licensing Contract		6/7/95	BEL038661 – BEL038662	Garrett Exh. 013
2391.	Letter from C. Curry to S. Sakakish re: Technical Auditing Report Transmittal		8/31/95	TELC3009407 – TELC3009408	
2392.	Letter from B. Eischen to B. Sidran re: Patent License Agreement		10/30/95	TELC0258715 – TELC0258716	DePinho Exh. 049
2393.	Letter from B. Sidran to I. Chaudhri re: Licensing Bellcore's U.S. Patent Nos. 5,260,978 and 4,893,306		1/16/96	TELC0257847	DePinho Exh. 027
2394.	Letter from B. Sidran to B. Eischen re: Bellcore License Agreements		3/4/96	BEL043980	Rosen Exh. 026
2395.	Letter from B. Sidran to Halasowski re: Bellcore's Reconsideration of Its Patent Policy		3/4/96	BEL167980	Rosen Exh. 013
2396.	Letter from B. Sidran to I. Chaudhri re: U.S. Patent Nos. 5,260,978 and 4,893,306		3/4/96	TELC0257846	
2397.	Letter from L. Suchyta to ATM Forum re: Bellcore's Application for Reissue of U.S. Patent No. 5,260,978		6/3/96	TELC0269823 – TELC0269824	Garrett Exh. 010
2398.	Letters from B. Sidran re: Licensing of Bellcore's ATM Patent Portfolio		1/6/97	TELD0014198 – TELD0014464	DePinho Exh. 003

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 37 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2399.	Letter from B. Sidran to J. Morgridge re: Licensing of Bellcore's ATM Patent Portfolio		1/8/97	BEL044093 – BEL044094	Barr Exh. 013
2400.	Letter from W. Mayo to B. Sidran re: Licensing of Bellcore's ATM Patent Portfolio		2/14/97	AUSA0002277 – AUSA0002278	DePinho Exh. 025A
2401.	Letter from B. Sidran to W. Mayo re: Licensing of Bellcore's ATM Patent Portfolio		2/25/97	BEL24809 – BEL24810	DePinho Exh. 026
2402.	Letter from J. Giordano to G. Werth re: ATM Patent License Agreement		3/13/97	TELL0002570	
2403.	Letter from J. Giordano to N. McCarthy re: Return of $150,000 Payment made to Bellcore from IgT		4/3/97	TELL0002553	
2404.	Letter from H. Slayen to R. Gordon re: Analysis of Fair Market Value of Skystone Systems Corp.		8/06/97	CSCO0643-0285 – CSCO0643-0313	
2405.	Letter from C. Eldering to B. Sidran re: General Instrument Selecting U.S. Patent 4,893,306		10/17/97	TELL0004941	
2406.	Letter from T. Iwata to Bell Communications Research, Inc. re: U.S. Patent No. 5,260,978 as Selected Bellcore Patent		11/27/97	BEL043983	
2407.	Letter from N. Kyomoto to Bell Communications Research, Inc. re: Notice of the Selected Bellcore Patents		12/17/97	BEL043984	
2408.	Letter from B. Sidran to C. Gebhart re: ATM License Agreement Executed between Bell Communications, Inc. and Fore Systems, Inc.		1/15/98	TELC3176874 – TELC3176875	
2409.	Letter from G. Werth to J. Giordano re: Patent License Agreement between Bell Communications Research, Inc. and Integrated Telecom Technology Relating to ATM Equipment		3/17/98	BEL057448 – BEL057449	
2410.	Letter from J. Giordano to M. Renntoft re: Patent License Agreement between Bell and Ericsson Telecom Relating to ATM Equipment		3/20/98	TELL0005984	
2411.	Letter from P. Florenzo to J. Giordano re: Patent License Agreement between Bell Communications Research, Inc. and Telecommunications Techniques Corporation Relating to ATM Equipment		3/25/98	TELL0003722	

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 38 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2412.	Letter from S. Kogure to L. Alabardo re: Patent License Agreement between Bellcore and NEC Relating to ATM Equipment		3/26/98	TELL0007565 – TELL0007566	
2413.	Letter from V. Kovalick to W. Becker re: Bellcore's Licensing Program for ATM Equipment Patents		4/14/98	TELL0000618 – TELL0000627	Nawrocki Exh. 033
2414.	Letter from V. Kovalick to D. Scheinman re: Bellcore's Licensing Program for ATM Patents		4/23/98	TELC0258208 – TELC0258209	Barr Exh. 015
2415.	Letter from V. Kovalick to B. Galaro re: Information to Assist with License Negotiations		5/18/98	TELD0004658 – TELD0004660	DePinho Exh. 030
2416.	Letter from V. Kovalick to W. Mayo re: License to U.S. Patent No. 5,260,978		7/22/98	AUSA0002597 – AUSA0002598	
2417.	Letter from W. Mayo to V. Kovalick re: Bellcore ATM Patent Licensing Proposal		7/30/98	AUSA0002594 – AUSA0002595	
2418.	Letter from V. Kovalick to W. Mayo re: Sales Information for CES Cards		9/22/98	TELC3162868	
2419.	Letter from C. Giancarlo to S. Ahuja re: Cisco's and Telcordia's Agreement Not to Take Legal Action Against Each Other for 18 Months		10/20/98	TELC0256592	Barr Exh. 017
2420.	Letter from V. Kovalick to W. Mayo re: Potential License of U.S. Patent No. 5,260,978		10/28/98	AUSA0002522 – AUSA0002524	
2421.	Letter from P. Kirchner to J. Chao re: Consulting Agreement		10/28/98	BEL160094 – BEL160096	Chao Exh. 004
2422.	Letter from S. Kogure to L. Alabardo re: ATM Patent License Agreement		10/29/98	TELL0007562	
2423.	Letter from V. Kovalick to W. Mayo re: Bellcore Licenses		11/16/98	AUSA0002585	
2424.	Letter from P. Florenzo to L. Alobardo re: Patent License Agreement between Bell Communications Research, Inc. and Telecommunications Techniques Corporation Relating to ATM Equipment		12/14/98	TELL0003725	
2425.	Letter from V. Kovalick to W. Mayo re: Bellcore Patent Licenses		12/18/98	AUSA0002516	
2426.	Letter from W. Mayo to V. Kovalick re: Bellcore SRTS Patent Licensing Proposal		12/24/98	AUSA0002514 – AUSA0002515	

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 39 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2427.	Letter from M. Phelps, Jr. to C. Giancarlo re: Additional Benefits for IBM		12/28/98	CSCO0338-0390 – CSCO0338-0391	
2428.	Letter from B. Sidran to H. Schacht re: Licensing of Bellcore's ATM patent portfolio		1999	LU1573470 – LU1573472	
2429.	Letter from V. Kovalick to W. Mayo re: Bellcore Patent Licenses		1/8/99	AUSA0794187 – AUSA0794188	
2430.	Letter from L. Alabardo to M. Renntoft re: July 1, 1997 Patent License Agreement Relating to ATM Equipment		3/23/99	TELL0005775	
2431.	Letter from V. Kovalick to J. Chambers re: Telcordia's Intent to Enforce Its Patent Portfolio		4/12/99	TELC0256517	Barr Exh. 019
2432.	Letters from V. Kovalick re: Telcordia's Intent to Enforce Its Patent Portfolio		4/12/99	TELC0259904 – TELC0275878	DePinho Exh. 002
2433.	Letter from B. Sidran to G. Aasen re: the License Agreement between Our Companies Relating to ATM Equipment		5/21/99	TELL0002595 – TELL0002596	
2434.	Letter re: Lucent Acquisition of Ascend		6/28/99	TELC2936382 – TELC2936383	
2435.	Letter from L. Alabardo to G. Dudek-Lindner and B. Gundelbacher re: Oct. 31, 1997 Patent License Agreement Relating to ATM Equipment		11/2/99	TELL0006675	
2436.	Letter from T. Westin to L. Alabardo re: July 1, 1997 Patent License Agreement Relating to ATM Equipment		11/22/99	TELL0005707	
2437.	Letter from P. Florenzo to M. Escalante re: Patent License Agreement with Bell Communications Research, Inc. for ATM Patents		4/19/00	TELL0003729	
2438.	Letter from V. Anthony to K. Rudofski re: Enclosure of List of Selected Telcordia Patents and Tellabs Products		5/10/00	TELL0005383 – TELL0005385	
2439.	Letter from P. Forsberg to M. Escalante re: Royalty Reports from July 1, 1997 Patent License Agreement Relating to ATM Equipment		7/3/00	TELL0005738	
2440.	Letter from P. Florenzo to M. Escante re: License Agreement Relating to ATM Equipment		8/17/00	TELL0003731	
2441.	Letter from M. Luxton to S. Joroff re: SRTS License Agreement		9/25/00	TELC0276313 – TELC0276314	

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 40 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2442.	Letter from W. Schoneman to NEC Corporation re: Patent License Agreement between Telcordia and NEC Relating to ATM Equipment		10/27/00	TELC0275689 – TELC0275690	
2443.	Letter from W. Schoneman to M. Luxton re: Proposed License Agreement for U.S. Patent No. Re. 36,633		10/03/00	TELL0002931 – TELL0002932	
2444.	Letter from P. Forsberg to M. Escalante re: Royalty Reports from July 1, 1997 Patent License Agreement Relating to ATM Equipment		1/5/01	TELL0005767	
2445.	Letter from P. Florenzo to V. Anthony re: Patent License Agreement between Bell Communications Research, Inc. and Telecommunications Techniques Corporation Relating to ATM Equipment		3/2/01	TELL0003870	
2446.	Letter from P. Forsberg to M. Escalante re: Royalty Reports from July 1, 1997 Patent License Agreement Relating to ATM Equipment		4/2/01	TELL0005764	
2447.	Letter from P. Forsberg to M. Escalante re: Royalty Reports from July 1, 1997 Patent License Agreement Relating to ATM Equipment		7/2/01	TELL0005761	
2448.	Letter from J. Giordano to D. Scheinman re: Possibility of Cisco Licensing Certain Telcordia Patents		9/07/01	TELC0256518 – TELC0256520.0001	Barr Exh. 021
2449.	Letter from N. Kyomoto to W. Schoneman re: Patent License Agreement between Telcordia and NEC Relating to ATM Equipment		9/11/01	TELL0007597 – TELL0007598	
2450.	Letter from B. Showalter to J. Giordano re: Issues Raised in J. Giordano's Sep. 7, 2001 Letter to D. Scheinman		9/19/01	TELC0256521	Barr Exh. 022
2451.	Letter from P. Forsberg to M. Escalante re: Royalty Reports from July 1, 1997 Patent License Agreement Relating to ATM Equipment		10/1/01	TELL0005754	
2452.	Letter from W. Schoneman to Siemans AG re: Patent license Agreement between Bell Communications Research, Inc. and Siemans AG Relating to ATM Equipment		12/6/01	TELL0006558	

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 41 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2453.	Letter from P. Forsberg to M. Escalante re: Royalty Reports from July 1, 1997 Patent License Agreement Relating to ATM Equipment		1/2/02	TELL0005756	
2454.	Letter from W. Schoneman to Siemans AG re: Patent License Agreement between Bell Communications Research, Inc. and Siemans AG Relating to ATM Equipment		2/12/02	TELL0006557	
2455.	Letter from P. Forsberg to M. Escalante re: Royalty Reports from July 1, 1997 Patent License Agreement Relating to ATM Equipment		4/4/02	TELL0005760	
2456.	Letter from W. Tamblyn to M. Escalante re: License Agreement Relating to SRTS Effective Sep. 11, 2000		5/2/02	TELL0008347 – TELL0008348	
2457.	Letter from P. Forsberg to M. Escalante re: Royalty Reports from July 1, 1997 Patent License Agreement Relating to ATM Equipment		10/14/02	TELL0005755	
2458.	Letter from J. Giordano to D. Scheinman re: Belief that Cisco's Products May Infringe Certain Telcordia Patents		11/20/02	TELC0256227 – TELC0256228	Barr Exh. 023
2459.	Letter from D. Sincoskie to D. Scheinman re: Cisco Licensing Certain Telcordia Patents		12/11/02	TELC0133863	DePinho Exh. 094
2460.	Letter from P. Forsberg to M. Escalante re: Royalty Reports from July 1, 1997 Patent License Agreement Relating to ATM Equipment		1/20/03	TELL0005731	
2461.	Letter from W. Tamblyn to V. Anthony re: License Agreement Relating to SRTS Effective Sep. 11, 2000		3/17/03	TELL0008343	
2462.	Letter from P. Forsberg to M. Escalante re: Royalty Reports from July 1, 1997 Patent License Agreement Relating to ATM Equipment		4/7/03	TELL0005737	
2463.	Letter from D. Sincoskie to M. Desch et al. re: Cisco Meeting and Recommendations		4/14/03	TELC0239061 – TELC0239062	Anthony Exh. 023
2464.	Letter from P. Forsberg to M. Escalante re: Royalty Reports from July 1, 1997 Patent License Agreement Relating to ATM Equipment		7/11/03	TELL0005736	
2465.	Letter from V. Anthony to B. Showalter re: Patent Licensing Discussions with Cisco Systems		8/15/03	TELC0256277 – TELC0256780	Barr Exh. 027

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 42 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2466.	Letter from V. Kovalick to B. Showalter re: Enclosure of Telcordia's Patent Presentation to Cisco		9/15/03	CSCO0643-0789 – CSCO0643-0791	DePinho Exh. 106
2467.	Letter from B. Showalter to V. Anthony re: Cisco's Analysis of Telcordia's Patents		9/17/03	TELC0256289 – TELC0256291	Anthony Exh. 012
2468.	Letter from A. Callerius and A. Kjeildorff to V. Anthony re: Royalty Reports from July 1, 1997 Patent License Agreement Relating to ATM Equipment		9/25/03	TELL0005864	
2469.	Letter from V. Anthony to B. Showalter re: Settlement Negotiations		9/26/03	TELC0298458 – TELC0298460	Anthony Exh. 013
2470.	Letter from V. Anthony to B. Showalter re: Settlement Negotiations		10/9/03	CSCO0643-0792	Anthony Exh. 014
2471.	Letter from B. Showalter to V. Anthony re: Summary of Items Cisco Expects from Telcordia		11/21/03	TELC0256563 – TELC0256570	Barr Exh. 030
2472.	Letter from T. Sterbenc to Telcordia Technologies, Inc. re: Termination of Agreement		12/15/03	TELC0276529	
2473.	Letter from R. DePinho to P. Forsberg re: July 1, 1997 Patent License Agreement Relating to ATM Equipment		12/23/03	TELL0005710 – TELL0005712	
2474.	Letter from V. Anthony to M. Graziano re: Patent License Agreement between Telcordia Technologies, Inc. and Jedai Broadband Networks, Inc. Relating to SRTS Effective May 31, 2002		4/7/04	TELL0007227	
2475.	Letter from W. Schoneman to M. Graziano re: Termination of Patent License Agreement between Telcordia Technologies, Inc. and Jedai Broadband Networks, Inc.		12/1/04	TELL0007222	
2476.	Letter from W. Tamblyn to V. Anthony re: Patent License Agreement between Telcordia Technologies, Inc. and Atmosphere Networks, Inc. Effective Sept. 11, 2000		12/2/04	TELL0000680	
2477.	Letter from W. Schoneman to D. Adams re: Termination of Patent License Agreement between Telcordia Technologies, Inc. and Netro Corporation Relating to '633 Patent		4/28/05	TELL0002855	

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 43 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2478.	Letter from W. Schoneman to N. Kyomoto re: Patent License Agreement between Telcordia Technologies, Inc. and NEC Corporation Relating to ATM Equipment		9/29/05	TELC0337172	
2479.	Letter from V. Anthony to B. Showalter re: Answers to Questions Raised in B. Showalter's Sep. 17, 2003 Letter		9/26/06	TELC0256550 – TELC0256552	Barr Exh. 029
2480.	Email from D. Sincoskie re: Packet Fragmentation Idea		5/5/87	TELC0151210	Wu Exh. 002
2481.	Email from D. Sincoskie re: DTDM Patents' Coverage of ATM over SONET		4/24/92	TELC0244343	Sincoskie Exh. 019
2482.	Email from V. Vecchio re: Cisco's Router Support of OC3/ATM/AA15		6/03/93	TELC0209620	
2483.	Email from P. Srinagesh re: Cisco and ATM Routers		6/07/93	TELC0209657	
2484.	Email from D. Sincoskie re: NSFNET Commitment		12/28/93	TELC0168316	Gilstein Exh. 009
2485.	Email from F. Liu to L. Wu re: NAP Testbed		12/28/93	TELC0168317 – TELC0168319	Gilstein Exh. 010
2486.	Email from D. Sincoskie re: Thoughts of DTDM being Obsolete		3/2/94	TELC0244352	Rosen Exh. 021
2487.	Mass Email re: Press Release titled, "Bellcore and Equipment Suppliers Cooperate on ATM Interoperability Tests in New Lab"		3/29/94	TELC0210343 – TELC0201344	Barr Exh. 004
2488.	Email from S. Holmgren re: ATM Testing Labs		4/21/94	CSCO0676-0747 – CSCO0676-0754	
2489.	Email from D. Sincoskie re: List of Companies Interested in Licenses for U.S. Patent No. 4,893,306		4/26/94	TELC0210514 – TELC0210542	Rosen Exh. 009
2490.	Email from L. Wu re: ATM NAPs		5/23/94	TELC0170691 – TELC0170694	
2491.	Email from J. Smith to D. Sincoskie re: Best Shot at Capturing ATM/SONET		6/1/94	TELC0244353	Sincoskie Exh. 038
2492.	Email from L. Wu to A. Alles re: Information about Cisco's ATM Products		8/12/94	TELC0395583 – TELC0395584	
2493.	Email from D. Sincoskie re: Liang's DTDM Stuff and Future of AURORA		8/13/94	TELC0244355	Sincoskie Exh. 039

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 44 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2494.	Email from M. Garrett to D. Sincoskie re: List of Possible Arguments against Claim that U.S. Patent No. 4,893,306 Applies to ATM over SONET		10/7/94	TELC0173209 – TELC0173210	Garrett Exh. 020
2495.	Email from D. Sincoskie to M. Garrett re: Applicability of DTDM Patent to ATM		10/16/94	TELC0093740	Garrett Exh. 021
2496.	Email from N. Lordi Jr. to Bellcore re: Enclosure of Cisco's Press Release titled, "Cisco Targets Rapidly Growing Market for Enterprise ATM Switches by Acquiring ATM Assets of Lightstream Corporation"		12/9/94	TELC0248758 – TELC0248759	
2497.	Email from L. Wu to F. Liu re: Buffer Size for LightStream ATM Switch		12/13/94	TELC0211626	Wu Exh. 032
2498.	Email from R. Mitchell re: Comments on Circuit Emulation Straw Vote		1/26/95	CSCO0316-0325	Barr Exh. 007
2499.	Email from G. Fedorkow re: CES Straw Vote		1/31/95	CSCO0316-0333	
2500.	Email from N. Cheung re: SRTS Patent Licensing Debacle at ATM Forum		2/8/95	TELC0122513 – TELC0122514	Garrett Exh. 018
2501.	Email from C. Smalley re: ATM Meeting on 2/17		2/10/95	TELC2950538	Suchyta Exh. 012
2502.	Email from G. Shenoda to G. Fedorkow re: Attempt to Get Around Using SRTS		2/15/95	CSCO0316-0338	
2503.	Email from M. Garrett to V. Keramides re: Note from the Editor of the Circuit Emulation Specification in the Forum		2/17/95	TELC0122515	
2504.	Email from M. Garrett to G. Ra re: Standards Search for Patent Applicability		2/20/95	TELC0244362	Garrett Exh. 031
2505.	Email from K. Stodola to G. Fedorkow re: SRTS Patent Progress		3/6/95	CSCO0316-0335 – CSCO0316-0336	Fedorkow Exh. 015
2506.	Email from G. Fedorkow to K. Stodola re: SRTS Patent Progress		3/6/95	CSCO0316-0337	
2507.	Email from M. Garrett to G. Wardell re: Bellcore Negotiating Terms for Licensing ATM Patents		3/13/95	TELC0175218	Garrett Exh. 025
2508.	Email from M. Garrett to G. Fedorkow re: Licensing Discussions with Bellcore		3/15/95	CSCO0316-0350 – CSCO0316-0351	Fedorkow Exh. 003
2509.	Email from M. Garrett to G. Federkow re: Question on CES		3/15/95	CSCO0316-0346	

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 45 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2510.	Email from G. Fedorkow re: SRTS Patent Issue		3/15/95	CSCO0316-0372	
2511.	Email from K. Stodola to G. Fedorkow re: Bellcore's Positions on SRTS Patent Licenses		3/16/95	CSCO0316-0343 – CSCO0316-0344	Fedorkow Exh. 009
2512.	Email from K. Stodola to G. Fedorkow re: Bellcore's Royalties for SRTS Patents		3/17/95	CSCO0316-0345	Fedorkow Exh. 022
2513.	Email from K. Stodola to G. Fedorkow re: SRTS Patent Licensing Fees Too High		3/28/95	CSCO0316-0363	Fedorkow Exh. 012
2514.	Email from G. Fedorkow to T. Dwight re: Bellcore Wants to Charge a Licensing Fee Plus a Royalty		3/29/95	CSCO0316-0354	Fedorkow Exh. 021
2515.	Email from G. Fedorkow re: Open-Ended Patent Licensing Fees		3/29/95	CSCO0316-0355	Fedorkow Exh. 010
2516.	Email from G. Fedorkow re: Stratacom Decision on Validity of Bellcore SRTS Patent		3/29/95	CSCO0316-0368	Fedorkow Exh. 023
2517.	Email from G. Fedorkow to L. Wojnaroski re: Another Tack to Help Close the CES Patent Problem		4/3/95	CSCO0316-0370	Fedorkow Exh. 024
2518.	Email from G. Fedorkow to D. Upp re: SRTS Patent Coverage		4/3/95	CSCO0316-0369	
2519.	Email from J. Bailey to M. Garrett re: DTDM Patent Applicability		4/19/95	TELC0175639	DePinho Exh. 050
2520.	Email from M. Garrett to B. Sidran and D. Sincoskie re: Report on Events at April 1995 ATM Forum Meeting Related to Bellcore Patent Licensing Efforts		4/20/95	TELC0122525 – TELC0122527	Garrett Exh. 026
2521.	Email from L. Wu re: PacBell's Lighstream Swich Order		5/24/95	TELC0023287	
2522.	Email from M. Garrett to B. Sidran re: Cisco Note to CES Group in Forum		5/25/95	TELC0122528	
2523.	Email from M. Garrett to D. Sincoskie re: Newbridge Update		9/7/95	TELC0094762	Garrett Exh. 024
2524.	Email from T. Bogovic to L. Wu and D. Sincoskie re: Lightstream Testing		9/29/95	TELC0249210	
2525.	Email from L. Wu to D. Sincoskie re: Life of ATM Patent		12/13/95	TELC0179599	Wu Exh. 012

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 46 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2526.	Email from D. Sincoskie re: ATM Patent Litigation Effort		5/14/96	TELC0181199	Garrett Exh. 023
2527.	Email from N. Cheung to D. Sincoskie re: R. Lau and T. Wu Named New Jersey Inventors of the Year 1997		12/17/96	TELC0069700	
2528.	Email from D. Duffy to S. Perosni and D. Sincoskie re: R. Lau "Encroaching" on Other People's Work and His Work being "a Flashpoint for Concern"		12/1/97	TELC0070976 – TELC0070977	
2529.	Email from D. Sincoskie to D. Duffy re D. Sincoskie's Discussion with R. Lau about Accusation that Lau is "Encroaching" on Other People's Work		12/3/97	TELC0026598 – TELC0026600	
2530.	Email from D. Sincoskie to B. Sidran re: Patent Licensing – from WSJ		5/16/98	TELC0009123	Sincoskie Exh. 045
2531.	Email from B. Sidran to D. Sincoskie re: Patent Licensing – from WSJ		5/20/98	TELC0205621	Sincoskie Exh. 024
2532.	Email from D. Sincoskie to S. Ahuja Re: Negotiation Seminar		10/22/98	TELC0048893	
2533.	Email from D. Sincoskie to V. Anthony re: Network Switches and Routers		5/23/00	TELC0227544	
2534.	Email from D. Sincoskie to R. Hsing re R. Lau Liking to do Things on His Own "Turf" and Someone Else Building "Real" Things		8/2/00	TELC0016850 – TELC0016851	
2535.	Email from D. Sincoskie to R. Lucky re: Future of Applied Research		6/14/01	TELC0012209 – TELC0012211	
2536.	Email from M. Pucci re: Cisco Request for List of Business Proposals from AR		1/28/02	TELC0235987	Sincoskie Exh. 048
2537.	Email from D. Sincoskie to B. Vanyi re: Availability for Meeting with Ed Hendrick on Jun. 5, 2002		5/15/02	TELC0133781	
2538.	Email from S. Moyer to D. Sincoskie re: V. Anthony's Comments on AR Presentation		6/12/02	TELC0079508 – TELC0079509	Anthony Exh. 007
2539.	Email from D. Sincoskie to M. Littlewood re: Presentation to Cisco re: Business Relationship		12/11/02	TELC0237411 – TELC0237412	
2540.	Email from D. Sincoskie to D. Scheinman re: Telcordia Licensing and Business Development		12/16/02	TELC0237465	Barr Exh. 024

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 47 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2541.	Email from R. Barr to D. Sincoskie re: Proposal to Cisco		1/7/03	TELC0237554	
2542.	Email from M. Wardell to V. Anthony re: Licensing Agreement with Cisco		2/5/03	TELC0133930 – TELC0133932	
2543.	Email from D. Byrd to A. Drobot re: AR Proposal to Cisco		2/10/03	TELC0133942 – TELC0133944	
2544.	Email from S. Joroff to W. Schoneman re: Revised Terms 2 for NEC Licensing Agreement		3/17/03	TELL0000037	
2545.	Email from D. Sincoskie to V. Anthony re: Telcordia Applied Research and Representative Prototype Offers		3/24/03	TELC0134111 – TELC0134113	
2546.	Email D. Sincoskie to A. Bladt re: Cisco Business Relationship and Possibility of Lawsuit		4/1/03	TELC0252102 – TELC0252103	
2547.	Email from P. Weinberg to S. Joroff re: Telcordia Meeting Follow-up		7/18/03	TELC0276729 – TELC0276729	
2548.	Email from A. VonLehman to P. Agrawal re: Telcordia Patent Review		7/25/03	TELC0102137 – TELC0102140	
2549.	Email from S. Joroff to B. Dropping re: ITU-T I.363.1		10/10/03	TELL0005560 – TELL0005561	Nawrocki Exh. 004
2550.	Email from V. Anthony to M. Maszczak re: Catalyst 6500 Series Switch		1/3/04	TELC0295014 – TELC0295015	
2551.	Email from D. Sincoskie to V. Anthony re Enclosure of Telcordia Applied Research and Representative Prototype Offers		3/24/04	TELC0134111 – TELC0134120	
2552.	Email from L. Bettino to M. Desch re: Creative IP Solutions		12/13/04	WARB00379 – WARB00380	
2553.	Email from D. Sincoskie to E. Nussbaum re: SAIC Gets Half of Proceeds of ATM/SONET Patents		12/14/04	TELC0147451 – TELC0147452	
2554.	Email from A. Klein to V. Anthony re: Netro Patent Agreement		12/17/04	TELL0002814	
2555.	Email from D. Sincoskie to T. Bogovic re: AR Business Meeting Highlights		2/18/05	TELC0135653 – TELC0135654	
2556.	Email from P. Weinberg to W. Schoneman re: Revised Terms for NEC Licensing Agreement		3/12/05	TELC0276754 – TELC0276757	

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 48 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2557.	Email from V. Anthony to K. Kind re: Overdue Covenant Agreement Payment		4/15/05	TELL0000293	
2558.	Email from G. Allen to M. Green re: Telcordia Patent Portfolio		8/2/05	WARB0185	Giordano Exh. 025
2559.	"Cisco Network Analysis Toolkit: Introduction"				www.cisco.com
2560.	News Release, "Cisco Systems to Join with StrataCom"			CSCO0643-0733 – CSCO0643-0734	www.cisco.com
2561.	Various Cisco Press Releases		12/8/94	CSCO0643-0803 – CSCO0643-1196	Fujii Exh. 002
2562.	Cisco News Release, "Cisco Targets Rapidly Growing Market for Enterprise ATM Switches by Acquiring ATM Assets of LightStream Corporation"		12/8/94	CSCO0643-0730 – CSCO0643-0732	
2563.	"Cisco Shows Users How to Triple the Performance of Their Cisco 7010 and 7000 High-End Routers and Gain Distributed Switching"		1/15/96	CSCO0676-0745 – CSCO0676-0746	Barr Exh. 012
2564.	Cisco News Releases, "Cisco Systems to Acquire Skystone Systems Corp."		6/9/97		Takefman Exh. 001
2565.	Cisco News Release, "Cisco Systems to Acquire Fibex Systems and Sentient Networks"		4/8/99	CSCO0643-0738 – CSCO0643-0739	www.cisco.com
2566.	News Release, "Cisco Systems to Acquire Cerent Corporation and Monterey Networks for Combined $7.4 Billion"		8/26/99	CSCO0643-0735 – CSCO0643-0737	http://newsroom.cisco.com/dlls/fspnisapil679.html
2567.	Telcordia Technologies, Inc. and Science Applications International Corporation Proprietary Patent Review Process			TELC0300263 – TELC0300265	Sincoskie Exh. 052
2568.	Alcatel Payments under 1997 Newbridge Patent License Agreement		8/11/05	TELC0301584	
2569.	Telcordia ATM SONET Licensing Revenues Spreadsheet			TELX0686591	DePinho Exh. 109
2570.	Cisco – External View of Expenses by Organization			CSCO0445-0004	Fujii Exh. 005
2571.	Cisco – Internal View of Expenses by Organization			CSCO0445-0005	Fujii Exh. 006
2572.	NatKit Card Summary – Advanced Services Subscription Customer Summary			CSCO0695-2504 – CSCO0695-2539	

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 49 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2573.	NatKit Platform Summary – Advanced Services Subscription Customer Summary			CSCO0698-0429 – CSCO0698-0439	Keyes Exh. 008
2574.	NatKit CES Search Result			CSCO0697-3207 – CSCO0697-3209	Keyes Exh. 003
2575.	DMX 2005 Revenue by Quarter by Customer		2005	LU2144145 – LU2144147	
2576.	DMX FY03 Revenue by Region and Customer		2003	LU2144172 – LU2144173	
2577.	DMX FY04 Revenue by Region and Customer		2004	LU2144174 – LU2144175	
2578.	DMX FY05 Revenue by Region and Customer		2005	LU2144176 – LU2144177	
2579.	Metropolis DMX BU Customer Price List – DMX Product HW & SW		10/17/05	LU1862756 – LU1862909	
2580.	Telcordia Technolgies, Inc. Quarterly Report for the Quarter Ended April 30, 2005 (REDACTED)		7/25/05	PROV00622 – PROV00674	
2581.	Draft Intellectual Property Licensing-Out Process, Revision 1.0		8/10/05	TELC0306207 – TELC0306209	
2582.	Telcordia Licensing Revenues		7/21/06		Exhibit C to Expert Report on Damages by Terry L. Musika
2583.	Cisco Acquisition Timeline		7/21/06		Exhibit D to Expert Report on Damages by Terry L. Musika
2584.	Timeline Detailing Licensing Discussions and Buisness Relationships Between the Parties		7/21/06		Exhibit E to Expert Report on Damages by Terry L. Musika
2585.	Damages Calculation		7/21/06		Exhibit F to Expert Report on Damages by Terry L. Musika
2586.	Accused PIDs Used in Royalty Base for the '633 Patent		7/21/06		Exhibit G to Expert Report on Damages by Terry L. Musika
2587.	Telcordia Licenses for Patents-In-Suit – Category One		7/21/06		Exhibit H to Expert Report on Damages by Terry L. Musika
2588.	Telcordia Licenses for Patents-In-Suit – Category Two		7/21/06		Exhibit I to Expert Report on Damages by Terry L. Musika
2589.	Telcordia Licenses for Patents-In-Suit – Category Three		7/21/06		Exhibit J to Expert Report on Damages by Terry L. Musika
2590.	Cisco Licenses		7/21/06		Exhibit K to Expert Report on Damages by Terry L. Musika

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 50 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2591.	Operating Margin – '633 Patent		7/21/06		Exhibit L1 to Expert Report on Damages by Terry L. Musika
2592.	Operating Margin – '763		7/21/06		Exhibit L2 to Expert Report on Damages by Terry L. Musika
2593.	Unidentifed, Typed Notes re Laches letter			TELC0306254	
2594.	L. Ferrara, Conference Notes: SYNTRAN Status Meeting		4/12/84	BEL108175 – BEL108179	Lau Exh. 014
2595.	Jonathan Chao Laboratory Notebook (1986 – 1991)		10/15/86	BEL134444 – BEL134507	Chao Exh. 007
2596.	Notes of February ATM Forum Meeting re: Interactions on Licensing of Bellcore ATM Patents		2/1995	BEL040201 – BEL040205	Garrett Exh. 003
2597.	Complaint and Demand for Jury Trial from Bellcore v. Fore Litigation[4]		10/14/98	TELP0000001 – TELP0000074	
2598.	Telcordia Technologies, Inc.'s Response to Cisco System, Inc.'s First Set of Interrogatories (Nos. 1-14)		5/31/05		
2599.	Telcordia Technologies, Inc.'s First Supplemental Response to Cisco System, Inc.'s First Set of Interrogatories (Nos. 1-14)		7/14/05		
2600.	Telcordia Technologies, Inc.'s Second Supplemental Response to Cisco System, Inc.'s First Set of Interrogatories (Nos. 1-14)		11/11/05		
2601.	Telcordia Technologies, Inc.'s Third Supplemental Response to Cisco System, Inc.'s First Set of Interrogatories (Nos. 1-14)		12/9/05		
2602.	Telcordia Technologies, Inc.'s Fourth Supplemental Response to Cisco System, Inc.'s First Set of Interrogatories (Nos. 1-14)		12/12/05		
2603.	Telcordia Technologies, Inc.'s Fifth Supplemental Response to Cisco System, Inc.'s First Set of Interrogatories (Nos. 1-14)		12/20/05		

[4] Defendants' reserve the right to use this exhibit only if the Court denies their motion in limine.

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 51 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2604.	Telcordia Technologies, Inc.'s Response to Cisco System, Inc.'s Second Set of Interrogatories (No 15)		12/22/05		
2605.	Telcordia Technologies, Inc.'s Sixth Supplemental Response to Cisco System, Inc.'s First Set of Interrogatories (Nos. 1-14)		1/20/06		
2606.	Telcordia Technologies, Inc.'s Seventh Supplemental Response to Cisco System, Inc.'s First Set of Interrogatories (Nos. 1-14)		1/23/06		
2607.	Telcordia Technologies, Inc.'s Eighth Supplemental Response to Cisco System, Inc.'s First Set of Interrogatories (Nos. 1-14)		1/31/06		
2608.	Telcordia Technologies, Inc.'s Response to Cisco System, Inc.'s Third Set of Interrogatories (No 16-19)		2/9/06		
2609.	Telcordia Technologies, Inc.'s Response to Cisco System, Inc.'s Fourth Set of Interrogatories (No 20)		4/20/06		
2610.	Telcordia Technologies, Inc.'s Supplemental Response to Cisco Systems, Inc.'s Interrogatory Nos. 10, 12, and 13		4/21/06		
2611.	Telcordia Technologies, Inc.'s Supplemental Response to Cisco Systems, Inc.'s Interrogatory No. 7		5/22/06		
2612.	Telcordia Technologies, Inc.'s Objections and Responses to Cisco Systems, Inc.'s Fifth Set of Interrogatories (Nos. 21-35)		5/26/06		
2613.	Telcordia Technologies, Inc.'s Response to Cisco Systems, Inc.'s First Set of Requests for Admission (Nos. 1-32)		12/22/05		
2614.	Telcordia Technologies, Inc.'s Response to Cisco Systems, Inc.'s Second Set of Requests for Admission (Nos. 33-733)		5/26/06		
2615.	Telcordia Technologies, Inc.'s Response to Cisco Systems, Inc.'s Third Set of Requests for Admission (Nos. 734-845)		5/26/06		

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 52 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2616.	Telcordia Technologies, Inc.'s Response to Lucent Technologies Inc.'s First Set of Interrogatories (1-7)		5/11/05		
2617.	Telcordia Technologies, Inc.'s First Supplemental Response to Lucent Technologies Inc.'s First Set of Interrogatories (1-7)		7/14/05		
2618.	Telcordia Technologies, Inc.'s Second Supplemental Response to Lucent Technologies Inc.'s First Set of Interrogatories (1-7)		9/15/05		
2619.	Telcordia Technologies, Inc.'s Third Supplemental Response to Lucent Technologies Inc.'s First Set of Interrogatories (1-7)		11/11/05		
2620.	Telcordia Technologies, Inc.'s Fourth Supplemental Response to Lucent Technologies Inc.'s First Set of Interrogatories (1-7)		12/9/05		
2621.	Telcordia Technologies Inc.'s Fifth Supplemental Response to Lucent Technologies Inc.'s First Set of Interrogatories (1-7)		12/12/05		
2622.	Telcordia Technologies, Inc.'s Sixth Supplemental Response To Lucent Technologies Inc.'s First Set Of Interrogatories (1-7)		1/23/06		
2623.	Telcordia Technologies, Inc.'s Seventh Supplemental Response to Lucent Technologies Inc.'s First Set of Interrogatories (1-7)		1/31/06		
2624.	Telcordia Technologies, Inc.'s Supplemental Response to Lucent Technologies Inc.'s Interrogatory No. 2		5/22/06		
2625.	Telcordia Technologies, Inc.'s Supplemental Response to Lucent Technologies, Inc.'s Interrogatory No. 3		9/8/06		
2626.	Telcordia Technologies, Inc.'s Responses to Lucent Technologies Inc.'s Second Set of Interrogatories (Nos. 8-9)		10/17/05		
2627.	Telcordia Technologies, Inc.'s First Supplemental Responses to Lucent Technologies Inc.'s Second Set of Interrogatories (Nos. 8-9)		11/11/05		

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 53 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2628.	Telcordia Technologies, Inc.'s Second Supplemental Response to Lucent Technologies Inc.'s Second Set of Interrogatories (Nos. 8-9)		1/31/06		
2629.	Telcordia Technologies, Inc.'s Objections and Responses to Defendant Lucent Technologies Inc.'s Third Set of Interrogatories (Nos. 10-19)		5/26/06		
2630.	Telcordia Technologies, Inc.'s Response to Defendant Lucent Technologies, Inc.'s First Set of Requests for Admission		5/26/06		
2631.	Telcordia Technologies, Inc.'s Response to Defendant Lucent Technologies, Inc.'s Second Set of Requests for Admission		5/26/06		
2632.	Telcordia Technologies, Inc.'s Response to Defendant Lucent Technologies, Inc.'s Third Set of Requests for Admission		5/26/06		
2633.	Lucent Technologies, Inc.'s Objections and Responses to Telcordia Technologies, Inc.'s Third Set of Interrogatories				
2634.	Cisco.com website CD			CSCO0643-0017	
2635.	Cisco Documentation CD			CSCO0438-0001	
2636.	Cisco Documentation CD			CSCO0439-0001	
2637.	Cisco Documentation CD			CSCO0440-0001	
2638.	Cisco Documentation CD			CSCO0441-0001	
2639.	Cisco Documentation CD			CSCO0442-0001	
2640.	Cisco Documentation CD			CSCO0443-0001	
2641.	Cisco Documentation CD			CSCO0444-0001	
2642.	Cisco Documentation CD			CSCO0643-0022 – CSCO0643-0028	
2643.	Cisco CDO Cost Allocation			CSCO0445-0010 – CSCO0445-0012	
2644.	Cisco Chip Costs			CSCO0445-0009	
2645.	DMX CD			LU3027742	
2646.	GX CD			LU3027743	
2647.	CBX CD			LU3027744	

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 54 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2648.	PSAX CD			LU3027746	
2649.	Cisco Sales Orders from FY 2000-2006			CSCO0445-0001	
2650.	Cisco Sales Orders from FY 1999			CSCO0445-0002	
2651.	Anthony Acampora CV				
2652.	Vincent Jones CV				
2653.	Terry Musika CV				
2654.	Jerry Hausman CV				
2655.	Wayne Grover CV				
2656.	Cisco 7500 Series Routers: Relevant Interfaces and Modules				www.cisco.com
2657.	Bell System Memorial – Bell Operating Companies			CSCO0698-0129 – CSCO0698-0142	http://www.bellsystemmemorial.com/belloperco mp.html
2658.	Table of Changes in the Regional Bell Operating Companies (RBOC's)			CSCO0698-0143 – CSCO0698-0145	http://www.bellsystemmemorial.com/table_of_c hanges.html
2659.	Regional Bell Operating Companies			CSCO0698-0146 – CSCO0698-0147	http://www.bellsystemmemorial.com/rbocs.html
2660.	Overview of the U.S. Standardization System				www.ansi.org
2661.	kmi Research, "Optical Networking: Worldwide Equipment Markets Update 2004" (EXCERPTS)		8/2004		http://kmi/pennet.com/report_display.cfm?rep_id =118
2662.	"Lucent: Ascend Network Adapter," Printout from Telcordia Website		12/2003		Gilstein Exh. 019
2663.	"Lucent: PSAX Network Adapter," Printout from Telcordia Website		12/2003		Gilstein Exh. 020
2664.	"Lucent: Stinger Network Adapters," Printout from Telcordia Website				Gilstein Exh. 021
2665.	Cisco 7200 Series Routers: Relevant Interfaces and Modules		2006		www.cisco.com
2666.	Cisco MGX 8800 Series Switches – Cisco MGX Switch Hardware Compatibility Notes		11/7/02	CSCO0036-1298 – CSCO0036-1315	
2667.	ATM Vendor Product Summary			BEL040328 – BEL040330	Rosen Exh. 016
2668.	"Assignee (Cisco)" Search results from USPTO Patent Full-Text and Image Database				http://www.uspto.gov

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 55 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2669.	"Assignee (Cisco) and ATM" Search results from USPTO Patent Full-Text and Image Database				http://www.uspto.gov
2670.	"Assignee (Cisco) and ATM and Circuit Emulation" Search results from USPTO Patent Full-Text and Image Database				http://www.uspto.gov
2671.	"Assignee (Cisco) and SONET" Search results from USPTO Patent Full-Text and Image Database				http://www.uspto.gov
2672.	"Assignee (Cisco) and SONET and (APS or BLSR or UPSR)" Search results from USPTO Patent Full-Text and Image Database				http://www.uspto.gov
2673.	Price Guide for CBX500, GX550, and CBX3500 Modules Supporting Circuit Emulation			LU2144241 – LU2144243	Nawrocki Exh. 030
2674.	American National Standards Institute Patent Policy as Approved by Board of Directors		12/5/74	BEL137568	
2675.	Innovation in SONET Transport: Path Protected Mesh Networks			CSCO0280-2297 – CSCO0280-2300	
2676.	Investment Thesis – Telcordia Technologies (REDACTED)			PROV00538 – PROV00541	
2677.	Summaries of PIDs by Product Family and Product Subgroup				
2678.	P. Strauss, "Worldwide Router Market Forecast and Analysis, 2001-2005"		2001	CSCO0240-0228 – CSCO0240-0274	
2679.	TechEncyclopedia Definition for "Token Passing"		2006		
2680.	Test Results for the Cisco 3660 Series Leopard System			TELC2959495 – TELC2959496	
2681.	Network Analysis Toolkit Inventory Information			CSCO0697-0001 – CSCO0697-0713	
2682.	PSAX Price Guide			LU2144244 – LU2144273	
2683.	Price Guide			LU2823806 – LU2823829	
2684.	R. Lau and P. Fleischer, "Synchronous Residual Time Stamp for Timing Recovery in BISDN," Patent Submission – Lab 213		2/28/92	BEL045388 – BEL045411	DePinho Exh. 053

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 56 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2685.	Patent Authorization Form for P. Fleischer and C. Lau		10/29/92	TELC0278560 – TELC0278562	
2686.	Bylaws of the ATM Forum		8/25/93	CSCO0698-0210 – CSCO0698-0232	
2687.	G. Fedorkow, Statement Against the Motion to Forward the CES Spec		4/13/95	BEL035919	Garrett Exh. 009
2688.	V. Anthony Mid-Year Performance Feedback Points		10/10/03	TELC0308831 – TELC0308832	Anthony Exh. 003
2689.	Price Guide P-29, V2 – PSAX I/O Modules Supporting CES		5/5/05	LU2144235 – LU2144240	Zhou Exh. 023
2690.	R. Lucky and S. Moyer et al., "Is Research Profitable? A Five Year Study of Telcordia's Applied Research Unit"			TELC0311200 – TELC0311209	
2691.	Charts, Summaries, and/or Calculations of Voluminous Material, including Financial and Sales Records, Pursuant to Federal Rule of Evidence 1006				
2692.	Hausman Report Ex. 4: Royalty Base for '763 and '633 Patents				
2693.	Hausman Report Ex. 5: Sales to Customers that Purchased Modules Supporting SRTS Functionality				
2694.	Hausman Report Ex. 6: Tellabs '763 Royalty Offer Analysis				
2695.	Hausman Report Ex. 8: Reasonable Royalty Damages				
2696.	60-Port Channelized T1/E1 Ciruit Emulation Module for the CBX 500 and CBX 3500 Multiservice Switches			TELC2945859 – TELC2945860	
2697.	GX 550 ES DS3 Transport			LU1774945 – LU1775004	
2698.	Patent News from the April Forum Meeting re: SRTS Patent and Stratacom Patent Nos. 5,313,454 and 5,317,562			CSCO0246-1981 – CSCO0246-1982	Fedorkow Exh. 007

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 57 of 146

Def. Exh. No.	Title/Description	Objections	Doc. Date	Bates Nos.	Source
2699.	Telcordia Technologies, Inc. Royalty Compliance Investigation re: Patent License Agreement between Telcordia Technologies, Inc. and Fujitsu Limited Relating to ATM Equipment		1/26/01	TELC0278166 – TELC0278174	
2700.	Cisco MGX 8800 Series Chassis and Cards (e.g., MPSM-8-T1#1 Card, PXM1E-8-155 Card, FRSM-8T1 Card and/or AUSM-8T1/B Card)				

Case 1:04-cv-00876-GMS Document 305 Filed 03/01/2007 Page 58 of 146

EXHIBIT B

DePinho78

EDGAR Online

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Exhibit 4.11

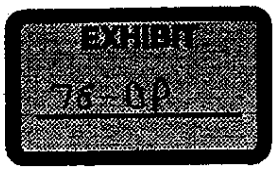
CONFIDENTIAL-RESTRICTED ACCESS

PATENT LICENSE AGREEMENT

Between

TELCORDIA TECHNOLOGIES, INC.

and



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MARCONI COMMUNICATIONS, INC.

and

MARCONI CORPORATION PLC

TELCORDIA AND LICENSEE-RESTRICTED ACCESS

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TELCORDIA and LICENSEE, except with written permission of TELCORDIA and

LICENSEE.

TABLE OF CONTENTS

ARTICLE I-DEFINITIONS

ARTICLE II-GRANT OF LICENSE

ARTICLE III - COVENANT NOT TO SUE

ARTICLE IV-RELEASE FOR PAST INFRINGEMENT

ARTICLE V-LICENSEE'S ACKNOWLEDGEMENTS

ARTICLE VI-DISCLAIMER, LIMITED WARRANTY, LIMITATION OF LIABILITY

ARTICLE VII-PATENT MARKING, AGREEMENT NOT TO CHALLENGE

ARTICLE VIII-TERM, WAIVER OF BREACH

ARTICLE IX-AFFILIATES AND SUBLICENSED PERSONS OR ENTITIES

ARTICLE X-GENERAL PROVISIONS

SIGNATORIES

See confidential restrictions on title page.

PATENT LICENSE AGREEMENT

This agreement (the "License Agreement") is between TELCORDIA TECHNOLOGIES, INC., a Delaware corporation ("TELCORDIA"), having an office at One Telcordia Drive, Piscataway, New Jersey 08854, MARCONI COMMUNICATIONS, INC., a Delaware corporation ("LICENSEE"), having an office at 3000 Marconi Drive, Warrendale, Pennsylvania 15086, and MARCONI CORPORATION PLC, a public limited company, organized under the laws of England and Wales ("PLC"), having an office at 34 Grovesnor Square, London W1K 2HD, United Kingdom. The License Agreement will become effective on the date of signature of the last of the Parties to sign, or on the date TELCORDIA receives the payment due it under a "Settlement Agreement" concurrently being executed by TELCORDIA and LICENSEE, whichever is later (the "Effective Date").

Whereas, TELCORDIA is the owner of various patents relating to Asynchronous Transfer Mode ("ATM") apparatus and methods;

Whereas, Bell Communications Research Corp., now TELCORDIA filed suits against FORE Systems, Inc. , predecessor of LICENSEE, for infringement of several of these patents; and

Whereas, in conjunction with the settlement of these suits pursuant to a concurrently executed Settlement Agreement, TELCORDIA has agreed to grant LICENSEE and its AFFILIATES a license under these patents and certain other patents;

Now, therefore, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which

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are hereby acknowledged, TELCORDIA, LICENSEE, and PLC (who may sometimes be referred to collectively as "Parties" or singly as "Party") agree as follows:

Article I-Definitions

1.1. As used herein, the following terms shall have the indicated meanings:

ATM EQUIPMENT means any apparatus designed for use in an ATM (Asynchronous Transfer Mode) packet switched telecommunications network for improving, controlling, switching, multiplexing, demultiplexing, modifying, or otherwise affecting digital signals received at the input to such apparatus. ATM EQUIPMENT includes associated control software and all auxiliary apparatus involved in performing any of the functions stated in the preceding sentence and that are part of the ATM EQUIPMENT or are used to remotely control, analyze, monitor, maintain, or operate the ATM EQUIPMENT. A SEMICONDUCTOR DEVICE alone does not constitute ATM EQUIPMENT, but ATM EQUIPMENT may include one or more SEMICONDUCTOR DEVICES as components.

TELCORDIA PATENTS means the patents and patent applications listed in Appendix A to this License Agreement, all continuations, divisions, or continuations-in-part of any of the listed patent applications or any of the applications on which the listed patents are based, all patents issuing from any of the foregoing applications, all reissues of any of the foregoing patents, and all foreign patents and patent applications corresponding to any of the foregoing. In addition, TELCORDIA PATENTS includes any patent or patent application that is added to Appendix A pursuant to Section 6.3 of this License Agreement, all continuations, divisions, or continuations-in-part of any added patent application or any application on which any

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added patent is based, all patents issuing from any of the foregoing applications, all reissues of any of the foregoing patents, and all foreign patents and patent applications corresponding to any of the foregoing.

LICENSED PRODUCT means any MARCONI PRODUCT the manufacture, use, sale, offer for sale, or import of which, but for the license granted under this License Agreement, would infringe a claim of any TELCORDIA PATENT. The Parties agree and acknowledge that subsumed within the statutory right to manufacture (or make) is the ability to design and have designed, and that subsumed within the statutory rights to sell or offer to sell is the ability to lease, have leased, lend, loan for evaluation or repair purposes, resell, export, and otherwise dispose of LICENSED PRODUCT(s).

LICENSED SERVICE means any design, operation, or maintenance services the practice of which, but for the license granted under this License Agreement, would infringe a claim of any TELCORDIA PATENT.

MARCONI DESIGN means plans, requirements, or specifications created (a) by

LICENSEE or any of its AFFILIATES, or (b) by a third-party design contractor for LICENSEE or any of its AFFILIATES, that when followed result in the creation of a product the manufacture, use, sale, offer for sale, or import of which, but for the license granted under this License Agreement, would infringe a claim of any TELCORDIA PATENT. A MARCONI DESIGN shall also include any plans, requirements, or specifications created by the combination of a MARCONI DESIGN with the design of a

3

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third party that results in a product that is a joint effort of MARCONI or any of its AFFILIATES and such third party.

MARCONI PRODUCT means (a) a product, regardless of source of design, that is made by LICENSEE or any of its AFFILIATES and sold under a brand of LICENSEE or any of its AFFILIATES, (b) a product, regardless of source of design, that is made by a third party for LICENSEE or any of its AFFILIATES and sold under a brand of LICENSEE or any of its AFFILIATES, and (c) a product of a MARCONI DESIGN that is made by or for LICENSEE or any of its AFFILIATES and sold by a third party under a brand owned by such third party, provided that if the product was made for LICENSEE or any of its AFFILIATES, the product cannot be sold by the same third party who manufactured the product.

SEMICONDUCTOR DEVICE means a device consisting primarily of a body of single semiconductive material or plurality of semiconductive materials and a plurality of electrodes associated therewith, whether or not said body includes one or more layers of other regions (constituting substantially less than the whole of said body) of material or materials that are a type other than semiconductive material.

AFFILIATE means any person or entity that, on the Effective Date, directly or indirectly, controls, is under common control with, or is controlled by a Party, where the term "control" and cognates thereof means (a) with respect to a corporation, the right to exercise, directly or indirectly, more than 50% of the voting rights attributable to the shares of the corporation, or (b) with respect to any person other than a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the

4

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management or policies of the person; provided, however, if, after the Effective Date, LICENSEE or any of its AFFILIATES is reorganized or restructured to form one or more new entities that did not exist on or before the Effective Date, and the new entity(ies) satisfies(y) the definition of "AFFILIATE" above, the new entity(ies) will be AFFILIATE(S) under this License Agreement.

IMPROVEMENT means a modification, enhancement, update, or upgrade of a LICENSED PRODUCT that is covered by a claim of a TELCORDIA PATENT.

Article II-Grant of License

2.1. (a) In consideration for and subject to all the terms and conditions of this License Agreement and the Settlement Agreement, TELCORDIA hereby grants to LICENSEE and its AFFILIATES a paid-up, royalty-free, worldwide, nonexclusive, and irrevocable license under the TELCORDIA PATENTS (including any patent or patent application added pursuant to Section 6.3 below) to do the following: (i) to use, make, have made, and import LICENSED PRODUCT(s); (ii) to offer to sell and sell, directly or through distributors and resellers, LICENSED PRODUCT(s), but excluding SEMICONDUCTOR DEVICES; (iii) to make, have made, use, and import SEMICONDUCTOR DEVICES solely for use or sale as a component of such LICENSED PRODUCT(s), without limiting the rights granted in the immediately following Section 2.1(a)(iv); (iv) to make, have made, offer to sell, and sell SEMICONDUCTOR DEVICES to Hewlett-Packard France pursuant to the "Product Development Agreement," effective May 1, 1995, between FORE and Hewlett-Packard France solely for the inclusion of such SEMICONDUCTOR DEVICES in Network

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Interface Cards (NIC) made and sold by Hewlett-Packard; (v) to use LICENSED PRODUCT(s) solely within LICENSEE and its AFFILIATES to operate an internal private network (i.e., a network in which any communication requires at least one participant from LICENSEE or its AFFILIATES); and (vi) to offer for sale, sell, practice, and have practiced (directly or through a third party contractor) LICENSED SERVICES for LICENSEE's or any of its AFFILIATES' customers. If, after the Effective Date, LICENSEE or any of its AFFILIATES desires to enter into a contract to sell to one or more third parties SEMICONDUCTOR DEVICES that qualify as LICENSED PRODUCTS under this License Agreement, TELCORDIA agrees to negotiate in good faith with LICENSEE or the AFFILIATE to arrive at a reasonable royalty rate to be paid for the sale of the SEMICONDUCTOR DEVICES under the contract, provided that any such grant of a license to SEMICONDUCTOR DEVICES is not inconsistent either with representations TELCORDIA has made to other potential licensees regarding TELCORDIA's licensing

program or with representations TELCORDIA has made to any standards bodies. The parties agree and acknowledge that subsumed within the statutory right to manufacture (or make) is the ability to design and have designed, and that subsumed within the statutory rights to sell or offer to sell is the ability to lease, have leased, lend, loan for evaluation or repair purposes, resell, export, and otherwise dispose of products in accordance with the license granted above.

(b) LICENSEE and its AFFILIATES acknowledge and agree that, notwithstanding the license granted in Section 2.1(a), they have no right or license, under either this License Agreement or the TELCORDIA PATENTS (including any patent or

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patent application added pursuant to Section 6.3 below), to do any of the following: (i) to grant a sublicense to anyone other than as set forth in

Section 2.2 (for the avoidance of doubt, this restriction on sublicensing does not affect any right to have made LICENSED PRODUCTS as granted in Section 2.1);

(ii) to offer to sell or sell any SEMICONDUCTOR DEVICE which is covered by a TELCORDIA PATENT except as an integrated component of a LICENSED PRODUCT made by or for LICENSEE or any of its AFFILIATES, except as provided in Section 2.1(a)(iv); (iii) to make, have made, offer to sell, sell, or import ATM EQUIPMENT covered by a TELCORDIA PATENT that is not a MARCONI PRODUCT ("UNLICENSED ATM EQUIPMENT"); (iv) to use, or to authorize others to use, UNLICENSED ATM EQUIPMENT, alone or in combination with LICENSED PRODUCTS, to practice a method claimed in the TELCORDIA PATENTS; (v) to convey to LICENSEE's customers for LICENSED SERVICES any right to use UNLICENSED ATM EQUIPMENT, by itself or in combination with LICENSED PRODUCTS, provided, however, that nothing in this exclusion is meant to limit the scope of the covenant not to sue in

Section 3.1 as it relates to customers (mediate and immediate), including authorized resellers, distributors, and end-users; (vi) to operate an ATM network for lease by third parties, provided, however, that nothing in this exclusion is meant to limit the scope of the rights expressly licensed in Sections 2.1(a)(v) and 2.1(a)(vi); and (vii) to convey in conjunction with the sale or other disposition of a LICENSED PRODUCT, or to otherwise provide anyone acquiring LICENSED PRODUCTS from LICENSEE or any of its AFFILIATES, including customers (mediate and immediate), authorized resellers, distributors, and end-users, any

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right to use such LICENSED PRODUCTS in combination with UNLICENSED ATM EQUIPMENT, wherein the combination or the operation of the combination results in infringement of any TELCORDIA PATENT, provided, however, that nothing in this exclusion is meant to limit the scope of the covenant not to sue in Section 3.1 as it relates to customers (mediate and immediate), including authorized resellers, distributors, and end-users.

2.2 (a) In addition to the license provided in Section 2.1, TELCORDIA hereby grants LICENSEE and its AFFILIATES the right to grant a sublicense to (1) any person or entity that acquires from LICENSEE or an AFFILIATE of LICENSEE one or more "PRODUCT LINES" of LICENSED PRODUCTS, where "PRODUCT LINE" means the exact product being acquired and all of its configurations, and (2) any person or entity that, in conjunction with the acquisition of an AFFILIATE licensed under this License Agreement, also acquires such AFFILIATE's PRODUCT LINE(s) of LICENSED PRODUCTS, provided (i) the sublicense does not grant rights to the sublicensed person or entity with respect to any products made, used, or sold, or activities of the sublicensed person or entity performed, prior to the date of the sublicense, (ii) the sublicense does not grant rights with respect to any ATM EQUIPMENT made, used, or sold by the sublicensed person or entity other than the LICENSED PRODUCTS in the PRODUCT LINE(s) acquired from LICENSEE or any of its AFFILIATES, (iii) LICENSEE and its AFFILIATES cease production or sale in North America of the LICENSED PRODUCTS in the acquired PRODUCT LINE(s); and (iv) the sublicense is granted by a written agreement. Each sublicense granted by LICENSEE, or an

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AFFILIATE of LICENSEE, will be in writing and will include all relevant terms of this License Agreement, and LICENSEE will provide TELCORDIA with notice of the grant of any sublicense by LICENSEE or one of its AFFILIATES, the notice including the name of the sublicensed person or entity, provided that TELCORDIA must keep the existence and identity of the sublicensed person or entity confidential. A sublicensee may assign the sublicense it has received pursuant to this Section 2.2(a) to a successor in interest to the entire PRODUCT LINE(s), and each successor in interest may assign its sublicense to a subsequent successor in interest to the entire PRODUCT LINE(s).

(b) If LICENSEE grants a sublicense to a party identified in Appendix B in conjunction with the sale to that party of a PRODUCT LINE of LICENSED PRODUCTS, in addition to the requirements of Section 2.2(a), the sublicense agreement must include a provision that expressly limits the volume of licensed sales by the sublicensed party of the LICENSED PRODUCTS in the acquired PRODUCT LINE and IMPROVEMENTS thereto, in any twelve-month period, to the highest volume of sales of such LICENSED PRODUCTS by the LICENSEE or AFFILIATE of LICENSEE that disposed of the PRODUCT LINE in any twelve-month period during the five years immediately

preceding the Effective Date of this Agreement, plus the sublicensed party may grow the acquired PRODUCT LINE and IMPROVEMENTS thereto under this Agreement at a rate not to exceed fifteen percent (15%) annually. However, TELCORDIA agrees that where a sublicense has been granted to a party identified in Appendix B, TELCORDIA will negotiate in good faith with that party to arrive at a reasonable royalty rate to be paid by the sublicensed party with respect to the products it

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sells in excess of the maximum amount permitted under this Section. A sublicensee may assign the sublicense it has received pursuant to this Section 2.2(b) to a successor in interest to the entire PRODUCT LINE(s), and each successor in interest may assign its sublicense to a subsequent successor in interest to the entire PRODUCT LINE(s).

(c) If LICENSEE grants a sublicense in conjunction with the sale to a person or entity of a PRODUCT LINE of LICENSED PRODUCTS, in addition to the requirements of Section 2.2(a), such sublicense agreement must expressly limit the license right to the specific LICENSED PRODUCTS in the PRODUCT LINE that is sold and IMPROVEMENTS of the PRODUCT LINE. IMPROVEMENTS within the scope of any sublicense may not contain UNLICENSED ATM EQUIPMENT that was in the possession of the sublicensed person or entity prior to the effective date of the sublicense.

(d) As of the Effective Date of this License Agreement, TELCORDIA hereby directly grants to Advanced Fibre Access Corporation ("AFAC") in connection with the conduct by AFAC of the North American Access business acquired by AFAC from LICENSEE, a paid-up, royalty-free, worldwide, nonexclusive, and irrevocable license of the same scope and duration as that granted to LICENSEE and its AFFILIATES in Section 2.1(a) above, subject to the limitations set forth in Sections 2.1(b), 2.2(a) and 2.2(c) above, associated with the acquisition by AFAC of LICENSEE's PRODUCT LINE(s) made and sold by LICENSEE's North American Access business.

Article III-Covenant Not to Sue

3.1. TELCORDIA covenants not to sue LICENSEE or its AFFILIATES under any TELCORDIA PATENT (including any patent or patent application added pursuant to

Section 6.3 below) (a) for infringement based on designing, having designed, making, having made, using, offering for sale, selling, having sold, leasing, having leased, exporting, importing, loaning for evaluation or repair purposes, or otherwise disposing of LICENSED PRODUCTS in accordance with the terms of this License Agreement, (b) for infringement based on offering for sale, selling, and practicing LICENSED SERVICES, and (c) for infringement (including direct, induced, or contributory infringement) of any of the TELCORDIA PATENTS based on

(i) the use or operation by third parties of LICENSED PRODUCTS acquired, directly or indirectly, from LICENSEE or any of its AFFILIATES, or (ii) the lease, sale, offer for sale, or other disposal by third parties of LICENSED PRODUCT(s) acquired, directly or indirectly, from LICENSEE or any of its AFFILIATES, or (iii) the sale, offer for sale, or practice of LICENSED SERVICES by third parties on behalf of LICENSEE or any of its AFFILIATES. TELCORDIA also covenants not to sue the customers (mediate and immediate) of LICENSEE or its AFFILIATES, including authorized resellers, distributors, and end-users, under any TELCORDIA PATENTS (including any patent or patent application added pursuant to Section 6.3 below) for the customer's use, sale, offer for sale, export, import, or other disposal of the LICENSED PRODUCTS(s) manufactured and sold or distributed in accordance with this License Agreement by or for LICENSEE or any of its AFFILIATES, provided, however, that TELCORDIA may assert TELCORDIA PATENTS where such customers employ LICENSED PRODUCTS in ATM networks in combination with ATM EQUIPMENT that is not licensed by TELCORDIA to practice any invention covered by one or more claims of a TELCORDIA PATENT. For the sake of clarity, in the event

TELCORDIA asserts a TELCORDIA PATENT against a customer who uses LICENSED PRODUCTS in combination with UNLICENSED ATM EQUIPMENT, TELCORDIA will not seek damages for the use of, nor will it seek to enjoin the use of, the LICENSED PRODUCTS.

Article IV-Release for Past Infringement

4.1. (a) In consideration of TELCORDIA's receipt of the payment made to it by LICENSEE under Paragraph 1 of the Settlement Agreement, TELCORDIA, on

behalf of itself and its parents, subsidiaries, and AFFILIATES, and its and their officers, directors, agents, employees, successors, and assigns, forever releases and discharges LICENSEE and its present and former parents, subsidiaries, and AFFILIATES, and its and their officers, directors, agents, employees, successors, and assigns, from all past and present claims, liabilities, or damages of whatever form, known or unknown, matured or unmatured, based in any way on any of the TELCORDIA PATENTS (including any patent or patent application added pursuant to Section 6.3 below), as well as all continuations, divisions, or continuations-in-part of any application on which any such patent is based, all patents issuing from any of the foregoing applications, all reissues of the foregoing patents, and all foreign patent and patent applications corresponding to any of the foregoing, that occurred before the Effective Date of this License Agreement. In consideration of TELCORDIA's receipt of the payment made to it by LICENSEE under Paragraph 1 of the Settlement Agreement, TELCORDIA, on behalf of itself and its parents, subsidiaries, and AFFILIATES, and its and their officers, directors, agents, employees, successors, and assigns, forever releases and discharges LICENSEE's

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resellers, distributors, and customers (mediate and immediate) from all past and present claims, liabilities, or damages of whatever form, known or unknown, matured or unmatured, based in any way on any of the TELCORDIA PATENTS (including any patent or patent application added pursuant to Section 6.3 below), as well as all continuations, divisions, or continuations-in-part of any application on which any such patent is based, all patents issuing from any of the foregoing applications, all reissues of the foregoing patents, and all foreign patent and patent applications corresponding to any of the foregoing, due to the manufacture, importation, use, lease, sale, or offering to sell of any MARCONI PRODUCT that was manufactured, imported, leased, sold, or first put into use by LICENSEE or any of its AFFILIATES before the Effective Date of this License Agreement. The release provided in this Section also applies to all claims and counterclaims that were asserted or could have been asserted against LICENSEE in the infringement actions dismissed pursuant to the Settlement Agreement (the "Infringement Actions").

(b) In consideration of TELCORDIA's receipt of the payment made to it by LICENSEE under Paragraph 1 of the Settlement Agreement, TELCORDIA, on behalf of itself and its parents, subsidiaries, and AFFILIATES, and its and their officers, directors, agents, employees, successors, and assigns, forever releases and discharges (1) LICENSEE and its present and former parents, subsidiaries, and AFFILIATES, and its and their officers, directors, agents, employees, successors, assigns, and customers, (2) RFL Electronics, Inc., with offices at 353 Powerville Road, Boonton Township, NJ 07005, and its present and former parents, subsidiaries, and AFFILIATES, and its and

their officers, directors, agents, employees, successors, assigns, and customers, and (3) Positron Technologies Inc. and Positron, Inc., with offices at 5101 Rue Buchan, Montreal, Quebec H4P 2R9, and their present and former parents, subsidiaries, and AFFILIATES, and each of their officers, directors, agents, employees, successors, assigns, and customers, from all past and present claims, liabilities, or damages of whatever form, known or unknown, matured or unmatured, based in any way on U.S. Patent No. 4,835,763 ("the '763 patent"), as well as all continuations, divisions, or continuations-in-part of the application on which the '763 patent is based, all patents issuing from any of the foregoing applications, all reissues of the '763 patent or any patent issuing from any of the foregoing applications, and all foreign patent and patent applications corresponding to any of the foregoing, that occurred before the Effective Date of this License Agreement, but only to the extent such claims, liabilities, or damages are made or asserted against product(s) and/or service(s) covered by the rights and licenses granted in the "Intellectual Property License and Asset Sale Agreement" between LICENSEE, Marconi Communications Optical Networks Corp., and Positron, Inc., effective March 14, 2003 (the "Positron Agreement"). Further, in consideration of TELCORDIA's receipt of the payment made to it by LICENSEE under Paragraph 1 of the Settlement Agreement, TELCORDIA, on behalf of itself and its parents, subsidiaries, and AFFILIATES, and its and their officers, directors, agents, employees, successors, and assigns, forever releases and discharges the customers (mediate and immediate) of (1) LICENSEE or any of its AFFILIATES, (2) RFL Electronics, Inc., with offices at 353 Powerville Road, Boonton Township, NJ 07005, and (3) Positron Technologies Inc. and

14

Positron, Inc., with offices at 5101 Rue Buchan, Montreal, Quebec H4P 2R9, from all claims, liabilities, or damages of whatever form, known or unknown, matured or unmatured, based in any way on U.S. Patent No. 4,835,763 ("the '763 patent"), as well as all continuations, divisions, or continuations-in-part of the application on which the '763 patent is based, all patents issuing from any of the foregoing applications, all reissues of the '763 patent or any patent issuing from any of the foregoing applications, and all foreign patent and patent applications corresponding to any of the foregoing, where any of the claims, liabilities, or damages are based on the use or purchase on or after the Effective Date of this License Agreement of a product sold, leased, or otherwise provided to such a customer, indirectly or directly, by any entity covered by items (1), (2), and/or (3) of this sentence, but only to the extent such claims, liabilities, or damages are made or asserted against product(s) and/or service(s) covered by the rights and licenses granted in the Positron Agreement.

4.2. With respect to any sublicenses granted in accordance with Section 2.2, in no event will the sublicensed person or entity be released from any liability arising from the manufacture, importation, use, lease, sale, or offering for sale of devices, or practice of methods, prior to the effective date of the sublicense agreement.

Article V-LICENSEE's Acknowledgements

5.1. LICENSEE acknowledges:

(a) that this License Agreement will not become effective until LICENSEE has paid TELCORDIA a total of twenty-one million U.S. dollars ($21,000,000) in the manner provided in Paragraph 1 of the Settlement Agreement; and

(b) that the consideration for LICENSEE's agreement to pay TELCORDIA this amount ($21,000,000) includes the settlement and dismissal with prejudice of the Infringement Actions as well as the rights granted to LICENSEE and its AFFILIATES under this License Agreement (including, but not limited to, the license rights, covenant not to sue, and release provided in Articles II to IV of this License Agreement).

Article VI-Disclaimer, Limited Warranty, Limitation of Liability

6.1. Nothing contained in this License Agreement shall be construed as:

(a) requiring TELCORDIA to maintain any TELCORDIA PATENT in force (although TELCORDIA agrees to notify LICENSEE on or before the first day of each calendar year of any TELCORDIA PATENT abandoned or declared invalid during the preceding year);

(b) a warranty or representation by TELCORDIA as to the validity or scope of any TELCORDIA PATENT;

(c) a warranty or representation by TELCORDIA that any manufacture, offer

for sale, sale, lease, use, or importation of LICENSED PRODUCTS,

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or performance of LICENSED SERVICES, will be free from infringement of patents or other intellectual property rights other than the TELCORDIA PATENTS (although TELCORDIA will notify LICENSEE if any TELCORDIA patent is declared invalid);

(d) any agreement by or obligation on either Party to bring or prosecute actions or suits against third parties for infringement;

(e) conferring any right to use, in advertising, publicity, or otherwise, any name, trade name, trademark, or service mark of either Party, or any contraction, abbreviation, or simulation thereof;

(f) an obligation on either Party to furnish any information or services;

(g) conferring by implication, estoppel, or otherwise any license or other right under any patent or other intellectual property rights, except as expressly granted herein (meaning that, among other things, no license is being granted under any patent except the TELCORDIA PATENTS, and no license is being granted for any product other than a LICENSED PRODUCT, or for any service other than a LICENSED SERVICE);

(h) any arrangement or understanding that either Party will make any purchase, lease, examination, or test of, or give any approval with respect to, any product, including ATM EQUIPMENT; or

(i) an obligation on TELCORDIA to make any determination as to the applicability of any TELCORDIA PATENT to any product, including ATM EQUIPMENT, or to any service.

6.2. (a) TELCORDIA warrants (i) that it owns exclusive title in and to the TELCORDIA PATENTS (including any patent or patent application added pursuant

to Section 6.3 below), (ii) that, to the best of TELCORDIA's knowledge after reasonable inquiry, Appendix A contains all patent and patent applications owned by TELCORDIA or its AFFILIATES as of the Effective Date that claim ATM EQUIPMENT or ATM method(s) or process(es), and (iii) that it has the right to enter into this License Agreement and to grant the licenses granted in this License Agreement.

(b) LICENSEE warrants that it has the right to enter into this License Agreement.

(c) TELCORDIA makes no representations, extends no warranties of any kind other than those set forth in Section 6.2(a), and assumes no responsibility or liability whatsoever with respect to the manufacture, offer for sale, sale, lease, use, or importation of any LICENSED PRODUCT or any portion thereof, or to the performance of any LICENSED SERVICE.

(d) THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, EVEN IF TELCORDIA OR LICENSEE HAS BEEN MADE AWARE OF SUCH PURPOSE, AND THE WARRANTY AGAINST INFRINGEMENT OF THIRD PARTY PATENTS OR OTHER INTELLECTUAL PROPERTY RIGHTS.

(e) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT DAMAGES, INCLUDING ANY LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OR SPECIAL DAMAGES, ARISING OUT OF THIS LICENSE AGREEMENT, INCLUDING THE USE OR INABILITY TO USE ANY ATM EQUIPMENT OR ANY TELCORDIA PATENT. EXCEPT FOR ANY WILLFUL BREACH OF SECTION 2.1 ABOVE, NEITHER PARTY'S LIABILITY UNDER THIS LICENSE AGREEMENT, IF ANY, SHALL EXCEED THE PAYMENT RECEIVED PURSUANT TO PARAGRAPH 1 OF THE SETTLEMENT AGREEMENT.

6.3 TELCORDIA will consider any request by LICENSEE or any of its AFFILIATES to add to Appendix A other patents or patent applications claiming ATM EQUIPMENT or ATM method(s) or process(es) owned by TELCORDIA or any of its AFFILIATES as of the Effective Date. If it receives such a request, TELCORDIA will determine, acting promptly and in good faith, whether the patent or patent application in question should have been included in Appendix A, and will promptly notify LICENSEE and PLC whether the patent or patent application will be added to Appendix A. TELCORDIA also agrees that, even without a request by LICENSEE or any of its AFFILIATES, it has an affirmative duty to ensure that Appendix A includes all patent and patent applications owned by TELCORDIA or any of its AFFILIATES as of the Effective Date that claim ATM EQUIPMENT or ATM method(s) or process(es). Accordingly, if TELCORDIA discovers at any time that a patent or patent application should have been included in Appendix A, but was mistakenly or otherwise omitted,

TELCORDIA will promptly add the patent or patent application to Appendix A and promptly notify LICENSEE and PLC of the addition. LICENSEE understands that the only patents and patent applications covered by this Section are those that should have been included but were mistakenly or otherwise omitted, and also that TELCORDIA will have no obligation to add to Appendix A any patents that do not claim ATM EQUIPMENT or ATM method(s) or process(es).

Article VII-Patent Marking, Agreement Not to Challenge

7.1. LICENSEE shall mark, and PLC will cause LICENSEE's AFFILIATES to mark, all LICENSED PRODUCTS made, offered for sale, sold, leased, imported, or put into use in the U.S. with the numbers of the applicable TELCORDIA PATENT(s) in accordance with applicable U.S. laws. For the avoidance of doubt, LICENSEE and its AFFILIATES may mark manuals or product literature accompanying LICENSED PRODUCTS under circumstances where such marking is legally sufficient.

7.2. (a) LICENSEE will not challenge or cause to be challenged, directly or indirectly, and PLC will cause LICENSEE's AFFILIATES not to challenge or cause to be challenged, directly or indirectly, the validity or enforceability of any TELCORDIA PATENT in any court or tribunal (including, but not limited to, the District Court for the District of Delaware and the United States Patent and Trademark Office).

(b) LICENSEE acknowledges and agrees that the payment required under Paragraph 1 of the Settlement Agreement must be made, and that reimbursement of that payment cannot be sought, regardless of any subsequent holding of invalidity or unenforceability of any TELCORDIA PATENT.

Article VIII-Term, Waiver of Breach

8.1. This License Agreement shall become effective on the Effective Date and shall endure until the expiration of the last to expire of the TELCORDIA PATENTS.

8.2. No waiver of any breach of, or default under, this License Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of, or default under, this License Agreement, and no waiver shall be effective unless made in writing and signed by an authorized representative of the Party against whom the waiver is sought to be enforced.

Article IX-AFFILIATES and Sublicensed Persons or Entiti

9.1. PLC will be responsible for ensuring that any AFFILIATE of LICENSEE exercising any right under this License Agreement complies with the terms and conditions of this License Agreement.

9.2. LICENSEE understands that the rights granted in this License Agreement to any sublicensed person or entity as part of any sublicense agreement granted pursuant to Section 2.2 of this License Agreement are conditioned upon the agreement of the sublicensed person or entity to abide by the applicable terms of the License Agreement, and that no sublicensed person or entity will receive any rights under this License Agreement until the sublicensed person or entity has (a) agreed in writing to be bound by all of the License Agreement's terms that apply either to sublicenses or to sublicensed persons or entities (including, but not limited to, Sections 2.2, 4.2, 7.1, and 7.2(a) (provided that a sublicensee is bound by Section 7.2(a) only as to acquired PRODUCT LINE(s) and may challenge the validity and enforceability of any TELCORDIA PATENT

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that TELCORDIA asserts against any other product or any service of the sublicensee)), and (b) a copy of that written agreement has been provided to TELCORDIA.

Article X-General Provisions

10.1. Neither this License Agreement nor the licenses or obligations hereunder shall be assignable or transferable (in insolvency proceedings, by merger, by operation of law, by purchase, or otherwise) by LICENSEE or its AFFILIATES, except as otherwise provided herein, without the prior written consent of TELCORDIA, which consent will not be unreasonably withheld or delayed. Notwithstanding the preceding sentence, LICENSEE, without prior approval of TELCORDIA, may assign this License Agreement to a successor in interest to the entire, or substantially the entire, business related to ATM EQUIPMENT of LICENSEE and its AFFILIATES. Any such assignment shall not expand the scope of the license granted, and the assignee's license rights will be limited to the products of the LICENSEE and its AFFILIATES that are part of the assigned business and IMPROVEMENTS of such products, provided, however, that such IMPROVEMENTS may not contain any UNLICENSED ATM EQUIPMENT that was in existence as of the effective date of the assignment. Any purported assignment or transfer without such written consent, other than as set forth above, shall be void. In no event, however, shall the release granted in Article IV of this License Agreement run in favor of any person, corporation, or entity other than LICENSEE and its AFFILIATES, except to the extent a sublicense is granted pursuant to Section 2.2, in which case the release granted in Article IV will run in favor of the sublicensed person or entity solely with

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respect to the acquired PRODUCT LINE (pursuant to Section 2.2(a)(1)) or solely with respect to the acquired AFFILIATE (pursuant to Section 2.2(a)(2)).

10.2. If TELCORDIA assigns, transfers, or conveys title to any TELCORDIA PATENT to any third party, TELCORDIA will advise such third party that the TELCORDIA PATENT is subject to the rights granted in this License Agreement.

10.3. Neither Party shall, without written permission of the other Party, use in advertising, publicity, packaging, labeling, or otherwise any trade name, trademark, trade device, service mark, symbol, or other identification, abbreviation, contraction, or simulation thereof associated with the other Party to identify its products or services.

10.4. Any notice pursuant to this License Agreement shall be in writing, shall be made by one of the following methods, and shall be deemed given as indicated: (a) by hand delivery or facsimile, in which case notice will be deemed given on the date of hand delivery or facsimile; (b) by overnight

courier, in which case notice will be deemed given one (1) day after the date it was sent; and (c) by registered or certified mail (return-receipt requested, postage-prepaid), in which case notice will be deemed given ten (10) days after the date it was mailed. The following addresses and facsimile numbers shall be used:

TELCORDIA address: Mr. Joseph Giordano
Corporate Vice President-
Deputy General Counsel
Telcordia Technologies, Inc.
One Telcordia Drive

RRC5J100

Piscataway, NJ 08854

TELCORDIA's facsimile: (732) 336-6005

LICENSEE's address: Marconi Communications, Inc.
General Counsel-Americas
3000 Marconi Drive
Warrendale, PA 15086

LICENSEE's facsimile: 724-742-7654

PLC's address: Marconi Corporation plc
General Counsel/Company Secretary
34 Grovesnor Square
London W1K 2HD

United Kingdom

PLC's facsimile: 44-207-409-7748

Either Party hereto may change its address or facsimile number by providing written notice to the other Party pursuant to this Section.

10.5. There may be countries in which LICENSEE may have, as a consequence of this License Agreement, rights against infringers of any TELCORDIA PATENT. LICENSEE hereby expressly waives any such right it may have by reason of the infringement or alleged infringement of any such TELCORDIA PATENT.

10.6. If any provision or portion of a provision of this License Agreement shall be held invalid or unenforceable, the remainder of this License Agreement shall not be affected thereby and the remaining terms shall continue in effect and be binding on the Parties, provided such invalid provision or portion is not a material right or obligation under this License Agreement.

10.7. This License Agreement (a) is binding upon the Parties only on and after its Effective Date, and (b) with the Settlement Agreement, sets forth the entire agreement and understanding between the Parties as to the subject matter hereof and merges all prior discussions between them. None of the Parties shall be bound by any warranties,

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understandings, or representations with respect to such subject matter, other than as expressly provided in this License Agreement or as set forth on or subsequent to the execution of this License Agreement in a writing signed by an authorized representative of the Party to be bound by the writing. This License Agreement may not be amended except in a writing signed by all the Parties.

10.8. The construction and performance of this License Agreement shall be in accordance with the law of the State of Delaware, without regard to its conflict of laws principles.

10.9. Except as provided in this License Agreement and the Settlement Agreement, this License Agreement, the Settlement Agreement, and any drafts of either Agreement ("the Confidential Information") shall be kept confidential by the Parties and their counsel, unless compelled by law to disclose them. In the event that either Party is required by law to disclose any part of the Confidential Information (including in filings required by federal, state, or other government laws), or compelled by subpoena or other legal process to disclose Confidential Information, the Party so required to disclose shall promptly provide notice to the other Party so that it may seek an appropriate protective order and/or waive compliance with this confidentiality provision. The requirement of notice to the other Party will not apply to any obligation on TELCORDIA or LICENSEE or any of LICENSEE's AFFILIATES to report the settlement in any regulatory filing. Nor shall the notice requirements apply to disclosures to any accountants, advisors, or purchasers, provided that the Party making such disclosures seeks confidential treatment

by the recipient to the extent available. Each Party may disclose this License Agreement to its AFFILIATES, subject to their agreement to the terms of this Section.

In Witness Whereof, each of the Parties has caused this License Agreement to be executed in duplicate originals by its duly authorized representatives on the respective dates entered below.

SIGNATORIES

For TELCORDIA TECHNOLOGIES, INC.:

By:

Name:

Title:

Date:

For MARCONI COMMUNICATIONS, INC.:

By:

Name:

Title:

Date:

For MARCONI CORPORATION PLC:

By:

Name:

Title:

Date:

APPENDIX A TO LICENSE AGREEMENT

List of Telcordia's Issued U.S. ATM Patents and Pending US ATM Patent Applications and Associated Foreign Counterpart Applications

US Patent 4,706,080

Issued: November 10, 1987

Interconnection of Broadcast Networks

Foreign Filing Status: Issued in Canada, Germany, France, United Kingdom, Japan

US Patent 4,740,954

Issued: April 26, 1988

Multicast Routing Algorithm

Foreign Filing Status: None

US Patent 4,748,658

Issued: May 31, 1988

Architecture for Allocating Resources in a Telecommunications Network

Foreign Filing Status: None

US Patent 4,761,780

Issued: August 2, 1988

Enhanced Efficiency Batcher-Banyan Packet Switch

Foreign Filing Status: Issued in Canada

US Patent 4,788,721

Issued: November 29, 1988

Routing of Network Traffic

Foreign Filing Status: Canada, Japan, Austria, Belgium, Switzerland and Liechtenstein, Germany, France, United Kingdom, Italy, Luxembourg, Netherlands,

Sweden

US Patent 4,797,880

Issued: January 10, 1989

Non-Blocking, Self-Routing Packet Switch

Foreign Filing Status: None

US Patent 4,813,038

Issued: March 14, 1989

Non-Blocking Copy Network for Multicast Packet Switching

Foreign Filing Status: Issued in Canada, Germany, France, United Kingdom, Italy

US Patent 4,817,084

Issued: March 28, 1989

Batcher-Banyan Packet Switch with Output Conflict Resolution Scheme

Foreign Filing Status: None

APPENDIX B TO LICENSE AGREEMENT

CONFIDENTIAL-RESTRICTED ACCESS

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US Patent 4,819,226

Issued: April 4, 1989

Framer Circuit for Use in a DTDM Network

Foreign Filing Status: None

US Patent 4,833,671

Issued: May 23, 1989

DTDM Multiplexing Circuitry

Foreign Filing Status: None

US Patent 4,833,673

Issued: May 23, 1989

Time Division Multiplexer for DTDM Bit Streams

Foreign Filing Status: None

US Patent 4,855,999

Issued: August 8, 1989

DTDM Multiplexer with Cross-Point Switch

Foreign Filing Status: None

US Patent 4,866,701

Issued: September 12, 1989

Packet Switch with Dynamic Allocation of Inputs

Foreign Filing Status: Issued in Canada

US Patent 4,870,641

Issued: September 26, 1989

Multichannel Bandwidth Allocation

Foreign Filing Status: Issued in Canada, Germany, France, United Kingdom, Italy, Netherlands, Sweden

US Patent 4,893,304

Issued: January 9, 1990

Broadband Packet Switch with Combined Queuing

Foreign Filing Status: Issued in Canada

US Patent 4,893,306

Issued: January 9, 1990

Method and Apparatus For Multiplexing Circuit and Packet Traffic

Foreign Filing Status: None

US Patent 4,910,730

Issued: March 20, 1990

Batcher-Banyan Network

Foreign Filing Status: None

US Patent 4,931,941

Issued: June 5, 1990

Adaptive Routing of Network Traffic

Foreign Filing Status: Issued in Canada, Germany, France, United Kingdom, Japan

US Patent 4,961,188

Issued: October 2, 1990

Synchronous Frequency Encoding Technique for Clock Timing Recovery in a Broadband Network

Foreign Filing Status: None

US Patent 5,007,070

Issued: April 9, 1991

Service Clock Recovery Circuit

Foreign Filing Status: None

US Patent 5,034,946

Issued: July 23, 1991

Broadband Concentrator for Packet Switch

Foreign Filing Status: None

US Patent 5,043,980

Issued: August 27, 1991

Switching Cell for Packet Switching Network

Foreign Filing Status: None

US Patent 5,050,161

Issued: Sept 17, 1991

Congestion Management Based on Multiple Framing Strategy

Foreign Filing Status: Issued in Canada, Japan, Germany

US Patent 5,050,162

Issued: Sept 17, 1991

Congestion Free Packet Network

Foreign Filing Status: Issued in Canada, Germany, France, Japan, United Kingdom, Netherlands

US Patent 5,121,383

Issued: June 9, 1992

Duration Limited Statistical Multiplexing in Packet Networks

Foreign Filing Status: None

US Patent 5,124,978

Issued: June 23, 1992

Grouping Network Based Non-Buffer Statistical Multiplexor

Foreign Filing Status: None

US Patent 5,128,932

Issued: July 7, 1992

Traffic Flow Control and Call Set-Up in Multi-Hop Broadband Networks

Foreign Filing Status: None

US Patent 5,130,976

Issued: July 14, 1992

Batcher and Banyan Switching Elements

Foreign Filing Status: None

US Patent 5,130,984

Issued: July 14, 1992

Large Fault Tolerant Packet Switch Particularly Suited for Asynchronous Transfer Mode (ATM) Communication

Foreign Filing Status: None

US Patent 5,142,570

Issued: August 25, 1992

Routing of Network Traffic Using Discrete Traffic Measurement Data

Foreign Filing Status: Issued in Canada, Japan, France, United Kingdom

US Patent 5,148,428

Issued: September 15, 1992

Modular Architecture for Very Large Packet Switch

Foreign Filing Status: None

US Patent 5,157,654

Issued: Oct. 20, 1992

Technique for Resolving Output Port Contention in a High Speed Packet Switch

Foreign Filing Status: None

US Patent 5,166,926

Issued: November 24, 1992

Packet Address Look-Ahead Technique for Use in Implementing a High Speed Packet Switch

Foreign Filing Status: None

US Patent 5,179,552

Issued: January 12, 1993

Crosspoint Matrix Switching Element for a Packet Switch

Foreign Filing Status: None

US Patent 5,191,578

Issued: March 2, 1993

Packet Parallel Interconnection Network

Foreign Filing Status: None

US Patent 5,197,064

Issued: March 23, 1993

Distributed Modular Packet Switch Employing Recursive Partitioning

Foreign Filing Status: None

US Patent 5,204,882

Issued: April 20, 1993

Service Clock Recovery for Variable Bit Rate Services

Foreign Filing Status: None

US Patent 5,206,856

Issued: April 27, 1993

Routing of Network Traffic

Foreign Filing Status: None

US Patent 5,220,664

Issued: June 15, 1993

Merging Network with Three or More Simultaneous Inputs

Foreign Filing Status: None

US Patent RE36,633 (Reissue of US Patent 5,260,978)

Issued: March 28, 2000

Synchronous Residual Time Stamp for Timing Recovery in a Broadband Network

Foreign Filing Status: None

US Patent Application 09/292,668

Filed: April 16, 1999

Synchronous Residual Time Stamp for Timing Recovery in a Broadband Network

Foreign Filing Status: None

US Patent 5,278,828

Issued: January 11, 1994

Method and System for Managing Queued Cells

Foreign Filing Status: None

US Patent 5,291,477

Issued: March 1, 1994

Method and System for Multicast Routing in an ATM Network

Foreign Filing Status: None

US Patent 5,301,055

Issued: April 5, 1994

Scheduler for Multicast Cell Transmission

Foreign Filing Status: None

US Patent 5,301,333

Issued: April 5, 1994

Tree Structured Variable Priority Arbitration Implementing a Round Robin Scheduling Policy

Foreign Filing Status: None

US Patent 5,303,078

Issued: April 12, 1994

Apparatus and Method for Large Scale ATM Switching

Foreign Filing Status: None

US Patent 5,313,579

Issued: May 17, 1994

B-ISDN Sequencer Chip Device

Foreign Filing Status: None

US Patent 5,319,638

Issued: June 7, 1994

Link by Link Congestion Control For Packet Transmission Systems

Foreign Filing Status: None

US Patent 5,327,552

Issued: July 5, 1994

Method and System for Correcting Routing Errors Due to Packet Deflections

Foreign Filing Status: None

US Patent 5,331,637

Issued: July 19, 1994

Multicast Routing Using Core Based Trees

Foreign Filing Status: None

US Patent 5,343,465

Issued: August 30, 1994

Method and System For Real Time Burstiness Analysis of Network Traffic

Foreign Filing Status: None

US Patent 5,353,283

Issued: October 4, 1994

General Internet Method for Routing Packets in a Communications Network

Foreign Filing Status: None

US Patent 5,367,520

Issued: November 22, 1994

Method and System for Routing Cells in an ATM Switch

Foreign Filing Status: None

US Patent 5,381,407

Issued: January 10, 1995

Method and System for Controlling User Traffic to a Fast Packet Switching System

Foreign Filing Status: None

US Patent 5,386,413

Issued: January 31, 1995

Fast Multilevel Hierarchical Routing Table Lookup Using Content Addressable Memory

Foreign Filing Status: None

US Patent 5,392,402

Issued: February 21, 1995

Broadband Intelligent Telecommunications Network and Method Employing a Resource System to Support Network Services

Foreign Filing Status: Issued in Canada

US Patent 5,414,707

Issued: May 9, 1995

Broadband ISDN Processing Method and System

Foreign Filing Status: None

US Patent 5,432,783

Issued: July 11, 1995

System and Method for Providing Egress Policing for Broadband Virtual Private Networks

Foreign Filing Status: None

US Patent 5,432,785

Issued: July 11, 1995

Broadband Private Virtual Network Service and System

Foreign Filing Status: None

US Patent 5,469,433

Issued: November 21, 1995

System for the Parallel Assembly of Data Transmissions in a Broadband Network

Foreign Filing Status: Pending in Canada, Japan, Germany, Spain, France, United Kingdom, Italy, Netherlands

US Patent 5,487,072

Issued: January 23, 1996

Error Monitoring Algorithm for Broadband Signaling

Foreign Filing Status: None

US Patent 5,533,009

Issued: July 2, 1996

Bandwidth Management and Access Control for an ATM Network

Foreign Filing Status: Pending in Canada, Japan, Korea, Malaysia, Singapore, Taiwan, Germany, France, United Kingdom, Italy, Netherlands, Sweden

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US Patent 5,537,446

Issued: July 16, 1996

Smoothing Delay Sensitive Traffic Offered to Asynchronous Transfer Mode Networks

Foreign Filing Status: None

US Patent 5,539,559

Issued: July 23, 1996

Apparatus and Method for Photonic Contention Resolution in a Large ATM Switch

Foreign Filing Status: None

US Patent 5,539,884

Issued: July 23, 1996

Intelligent Broadband Communication System and Method Employing Fast-Packet Switches

Foreign Filing Status: None

US Patent 5,555,378

Issued: September 10, 1996

Scheduling Transmission Multimedia Information in Broadband Networks Using A Token Passing Scheme

Foreign Filing Status: None

US Patent 5,563,874

Issued: October 8, 1996

Error Monitoring Algorithm for Broadband Signaling

Foreign Filing Status: None

US Patent 5,583,859

Issued: December 10, 1996

Data Labeling Technique for High Performance Protocol Processing
Foreign Filing Status: None

US Patent 5,650,993

Issued: July 22, 1997

Drop From Front of Buffer Policy in Feedback Networks
Foreign Filing Status: Canada

US Patent 5,680,390

Issued: October 21, 1997

Broadband Telecommunications Network and Method Having Operations Systems Support

Foreign Filing Status: None

US Patent 5,777,988

Issued: July 7, 1998

System and Method for Equalizing Delay in a Dynamic Packet Switching Network
Foreign Filing Status: Canada, Japan, Europe

US Patent 5,793,745

Issued: August 11, 1998

Bundled Protection Switching in a Wide Area Network
Foreign Filing Status: Canada

US Patent 6,167,025

Issued: December 26, 2000

Methods and Apparatus for Restoring Connections in an ATM Network
Foreign Filing Status: None

US Patent 6,285,722

Issued: September 4, 2001

Method and Apparatus for Variable Bit Rate Clock Recovery
Foreign Filing Status: Canada, China, Europe, Indonesia, Japan Singapore, Taiwan

US Patent 6,289,001

Issued: September 11, 2001

System and Method of ATM Proxy Signaling
Foreign Filing Status: None

US Patent 6,434,116

Issued: October 13, 2002

Method and System for Stabilized Random Early Detection Using Connection Sampling

Foreign Filing Status: None

US Patent 6,449,253

Issued: September 12, 2002

Method and System for Dynamic Allocation of Bandwidth in Asynchronous Transfer Mode (ATM) Switching Systems

Foreign Filing Status: None

US Patent 6,560,198

Issued: May 6, 2003

Method and System for Stabilized Random Early Detection Using Packet Sampling
Foreign Filing Status: None

End of List

APPENDIX B TO LICENSE AGREEMENT

Restricted Sublicense Companies

1. Cisco Systems, Inc. and Subsidiaries

2. Nortel Networks Corporation and Subsidiaries

3. Lucent Technologies Inc. and Subsidiaries

4. Alcatel SA and Subsidiaries

5. Telefonaktiebolaget LM Ericsson and Subsidiaries

6. Fujitsu Limited and Subsidiaries

"Subsidiaries," for purposes of this Appendix B to the License Agreement, means any person or entity that, on or after the Effective Date, manufactures or sells ATM Equipment and is directly or indirectly controlled by one of the six (6) companies identified above, where the term "control" and cognates thereof means

(a) with respect to a corporation, the right to exercise, directly or

indirectly, more than 50% of the voting rights attributable to the shares of the corporation, or (b) with respect to any person other than a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the person.



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EXHIBIT C

REDACTED

EXHIBIT D

REDACTED

EXHIBIT E

FINNEGAN HENDERSON FARABOW GARRETT & DUNNER LLP

901 New York Avenue, NW ▪ Washington, DC 20001-4413 ▪ 202.408.4000 ▪ Fax 202.40[illegible]4400
www.finnega[illegible].com

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geoff.mason@finnega[illegible].com

January 17, 2006

Sonal N. Mehta, Esq.
Weil, Gotshal & Manges LLP
201 Redwood Shores Parkway
Redwood Shores, CA 94065

via email

Telcordia Technologies, Inc. v. Cisco Systems, Inc.

Dear Sonal:

Pursuant to our January 3, 2006, agreement to update Cisco regarding the status of our negotiations with our licensees, since January 3, 2006, we have received permission from two licensees to produce their documents, which we will produce to you as soon as possible. Our attempts to obtain permission from the three remaining licensees are ongoing.

Very truly yours,

Geoffrey Mason

EXHIBIT F

Jiao, Jean

From: Sonal.Mehta@weil.com
Sent: Friday, April 28, 2006 5:51 PM
To: Williamson, John
Cc: Mason, Geoff; jessica.davis@weil.com
Subject: Telcordia v. Cisco

John,

Thank you and Geoff for taking the time to talk to us today about Telcordia's licensing documents.

First, we appreciate your clarification on Telcordia's Supplemental Response to Interrogatory No. 13 and your responses to our questions concerning the information provided therein. We understand from today's discussion that all of Telcordia's license agreements and covenants not to sue have been produced, and their bates ranges are identified in Telcordia's most recent response, with the exception of the specific agreements you identified as having been withheld on the basis of third party confidentiality.

We also appreciate your clarification on the royalty information Telcordia has produced, including your production of information from databases containing royalty information. Specifically, we understand from today's call that all information in Telcordia's possession concerning royalty payments received under any of its license agreements has been produced to Cisco and that no additional information exists. Thank you for confirming this.

Thank you also for agreeing to contact the outstanding third parties from whom you have not been able to secure permission to request their agreement to produce licensing documents to Cisco under an outside counsel only designation, or alternatively to initially produce licensing documents with third party cost and/or product information redacted. We hope that one or both of these solutions will enable us to resolve these outstanding third party confidentiality issues without the Court's assistance.

We also appreciate your agreement to investigate the gaps in Telcordia's production identified in Jessica Davis's emails of April 19 and 25. We appreciate your agreement to produce any ranges on our gap report that exist starting on Monday. We also appreciate your agreement to look for lab notebooks for the named inventors (i.e., Messrs. Lau, Fleischer and Chao).

During our call, we also discussed Telcordia's concerns with Cisco's document production. We informed you that we have produced the requested SGP microcode, and additional documents from the TIMS and TAC databases. We also informed you that we are continuing to investigate the acquisition and cost information you have requested and will update you on the status of our search mid next week.

Finally, with respect to the White Paper you requested, we advised you that we have previously produced several versions of that paper which are substantively identical, including as to the specific portion of that paper on which Telcordia has relied. We also advised you that we have searched for the specific version you identified, including using the WayBack machine, and have not been able to identify a copy including the figures referred to. We will continue searching for this document, and let you know if we are able to locate any additional copies.

Again, we thought today's call was productive from both ends. We look forward to talking to you next week about the status of issues we discussed today.

Regards,
Sonal N. Mehta
Weil Gotshal & Manges
201 Redwood Shores Pkwy
Redwood Shores, CA 94065

t: (650) 802-3118
f: (650) 802-3100
sonal.mehta@weil.com

< END >

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EXHIBIT G

REDACTED

EXHIBIT H

REDACTED

EXHIBIT I

REDACTED

EXHIBIT J

REDACTED

EXHIBIT K

REDACTED

EXHIBIT L

REDACTED

EXHIBIT M

REDACTED

EXHIBIT N

REDACTED

EXHIBIT O

REDACTED

EXHIBIT P

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

TELCORDIA TECHNOLOGIES, INC., *
Plaintiff/Counterclaim Defendant *
vs. *
CISCO SYSTEMS, INC., * C.A. No.
Defendant/Counterclaim Plaintiff * 04-876 (GMS)

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Video Deposition of JOSEPH GIORDANO, taken on Wednesday, May 10, 2006, beginning at 9:03 a.m., at Weil Gotshal & Manges, 1300 Eye Street, Northwest, Washington, D.C., before Linda Ann Crockett, a Notary Public.

Reported by: Linda A. Crockett

Videographer: Michael Gay

wrong.

Q. Why do you say that?

A. It was more than 20 million dollars, the settlement.

Q. What was the settlement?

A. I believe it was 21 million.

Q. What role did the sale of Fore play in the parties arriving at a 20 million dollar settlement number?

MR. ANZALONE: Objection to form and objection to foundation.

A. For the sale of Fore/Marconi Systems?

Q. Yes.

A. You'd have to ask Marconi about that, but the fact that they were sold and the fact that Marconi was in bankruptcy had an impact on the nature of the discussions.

Q. How?

MR. ANZALONE: Form and foundation.

A. To the extent that the parties were willing to settle at 21 million dollars to the extent of Marconi's ability to actually pay.

Q. You said it was a settlement. Did you view yourself as compromising in the amount that was paid?

A. Well, when entering these settlement discussions, you consider many different factors and there's many different compromises, not just on the money, but even the terms of the agreement.

Q. And in the Fore settlement agreement, there was quite a few patents involved in that settlement?

MR. ANZALONE: Foundation.

A. Does Fore ever give you permission to disclose the terms, what was included in the agreement? Because I believe the agreement, the settlement was confidential, except that the amount was public. I just don't know if the actual contents were confidential or not.

MR. ANZALONE: I don't know. I think there was a request from the defendants for specific documents that Fore agreed to. I don't know if the settlement agreement, they agreed to that or not. Do you know that?

MR. REINES: That's all right.

MR. ANZALONE: The numbers may vary.

MR. REINES: The fact that we don't have that document is troubling. But --

Q. Did you consider -- you stated that it

was a confidential settlement agreement, this Fore agreement?

A. Yes.

Q. And did you consider it governed by Rule 408 of the Federal Rules of Evidence?

MR. ANZALONE: Objection to the extent it calls for a legal conclusion, and also foundation.

A. I don't know. The settlement agreement itself has strict confidentiality terms built into it and that's what I'm reacting to.

Q. Why was there such confidentiality shrouding this Fore settlement agreement?

MR. ANZALONE: Form and foundation.

A. I don't know.

Q. You have no idea?

A. I believe it was a request by Marconi.

Q. Do you believe the Fore settlement agreement reflects the actual value of the Telcordia patent -- Telcordia ATM patent portfolio?

MR. ANZALONE: Form, foundation. May call for an expert opinion, and incomplete hypothetical.

A. No, I don't believe it's an actual

value. I think it understates it, but there were other considerations.

Q. What other considerations are you referring to?

A. I mentioned before Fore's financial condition, Marconi's financial condition.

Q. Anything else?

A. That was primarily it.

Q. Did the parties take into account litigation, certain litigation costs in reaching a compromise in the Fore settlement agreement?

A. Yes, they did.

(Whereupon, section of Telcordia website headed Telcordia Fellows was marked Deposition Exhibit Number 15 for identification.)

BY MR. REINES:

Q. Marked as exhibit Giordano 15 is printed web pages from Telcordia's website. And do you recognize these as pages from the Telcordia website?

A. I have -- I don't have any reason to believe they're not.

Q. And under Richard Lau, do you know who Richard Lau is?

A. Yes, I do.

EXHIBIT Q

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EDGAR Online Announces Plan to Reconstitute Board of Directors and Management Team

February 16 2007

EDGAR® Online®, Inc. (Nasdaq: EDGR), a leading provider of value-added business and financial information on global companies to financial, corporate and advisory professionals, today announced that consistent with its commitment to maximizing stockholder value and improving operations through quality corporate governance, it will nominate two additional qualified independent individuals for election at the Company's 2007 annual meeting of stockholders. The Company also announced that on January 29, 2007, the board of directors approved the retention of an executive search firm to assist the Company in filling the position of President. The Company is also considering and evaluating possible changes to its corporate governance policies.

EDGAR Online Reports 2006 Results

Total Revenues Increase 14%

February 6, 2007

EDGAR Online, Inc. (NASDAQ: EDGR), today announced that tot al revenues increased 14% to $16.2 million for the year ended Dec ember 31, 2006, compared to $14.2 million last year. Fourth quarter re venues increased 11% to $4.1 million for the period ended December 3: , 2006, compared to $3.7 million for the same quarter last year. EDGAR Online is a leading provider of value-added business and financial inform ation on global companies to financial, corporate and advisory profess ionals.

EDGAR Online to Report Fourth Quarter Results and H ost Conference Call on Tuesday, February 6, 2007

January 19, 2007

EDGAR Online, Inc. (Nasdaq: EDGR), a leading provider of value added business and financial information on global companies to financ ial, corporate and advisory professionals, will release its financial res ults for the fourth quarter ended December 31, 2006, after the public ca pital markets close on Tuesday, February 6, 2007. On the same day, EDGAR Online will host a conference call at 5:00 PM EST to discuss the Company's fourth quarter results.

EDGAR Online Advances in 22nd Annual CODiE Award s

January 18 2007

EDGAR Online, Inc. (NASDAQ: EDGR), a leading provider of valu e-added global business and financial information, today announce d that the Software and Information Industry Association (SIIA) has na med two of its services, I-Metrix Professional and EDGAR Pro, as 200 CODiE Award finalists from a field of over 1,200 nominees. I-Met rix and EDGAR Pro are finalists in the "Best Online Professional Financial Information Service", "Best Online Business Information Service" and "Best Online Government Information Service" categories. This is the third consecutive year that an EDGAR Online product has been a finalist for the CODie Award.

EDGAR Online Introduces Next Generation I-Metrix 2. 0 at the 14th Annual XBRL International Conference in Philadelphia

December 4 2006

EDGAR Online, Inc. (NASDAQ: EDGR) introduced its latest versio n of I-Metrix™ today during the XBRL International Conference in Philadelphia. I-Metrix 2.0 is the first platform in the world to com bine an XBRL database of over 11,000 companies with new powerful analytical capabilities designed to leverage the unique benefits th at XBRL technology can provide.

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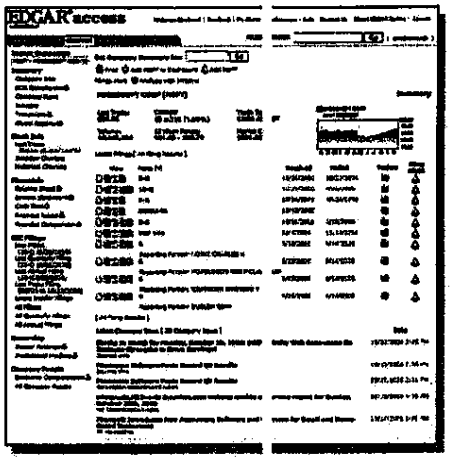

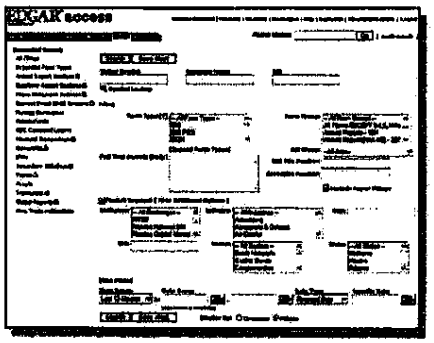

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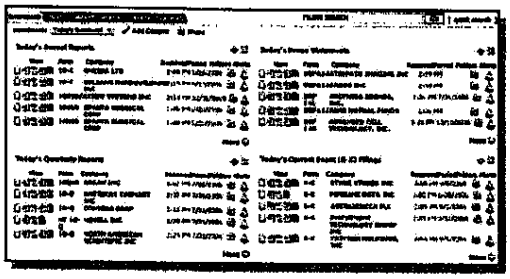

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