

Exhibit 4

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

INTERVAL LICENSING LLC,

Plaintiff,

v.

AOL, INC.; APPLE, INC.; eBAY, INC.;
FACEBOOK, INC.; GOOGLE INC.;
NETFLIX, INC.; OFFICE DEPOT,
INC.; OFFICEMAX INC.; STAPLES,
INC.; YAHOO! INC.; AND
YOUTUBE, LLC,

Defendants.

Case No. 2:10-cv-01385-MJP

JURY DEMAND

**PLAINTIFF INTERVAL LICENSING LLC'S DISCLOSURE OF ASSERTED CLAIMS
AND INFRINGEMENT CONTENTIONS**

Pursuant to Local Patent Rule 120 and the Court's Standing Order for Patent Cases (Docket No. 26), Plaintiff Interval Licensing LLC ("Interval") hereby provides its Disclosure of Asserted Claims and Infringement Contentions. Interval reserves the right to supplement or alter its responses herein based on additional information obtained through formal discovery or other means concerning Defendants' products and services.

I. INFRINGEMENT OF U.S. PATENT NO. 6,263,507 (THE '507 PATENT)

a. Infringed Claims of the '507 Patent and Infringing Products

Based on information presently available to it, Interval asserts that AOL, Inc. ("AOL") directly infringes claims 20, 21, 22, 23, 24, 27, 28, 31, 34, 37, 63, 64, 65, 66, 67, 70, 71, 74, 77,

and 80 of the '507 patent under 35 U.S.C. § 271(a) during the operation of its websites. Because AOL operates a significant number of websites that infringe in a substantially identical way, Interval has provided exemplary (but not exhaustive) detailed infringement assertions against specific websites in Exhibits A-1 through A-15. For purposes of brevity, Exhibit A-15 identifies additional examples of infringement on a variety of additional AOL websites in a more concise form in which the material portions of the webpages are identified in a single screenshot. The infringement theories for these summary charts correspond to the theories in the more exhaustive charts in Exhibits A-1 through A-14. AOL directly infringes the '507 patent in the operation of all websites that contain functionality that is substantially similar to the infringing functionality identified in Exhibits A-1 through A-15, including at least the following: AOL Answers, Asylum, Auto Blog, Aol Autos, Big Download, BlackVoices, The Boombox, The Boot, Cambio, Cinematical, City's Best, Comics Alliance, DailyFinance, Engadget, Fanhouse, Flea Flicker, Gadling, GameDaily, Games.com, AOL Health, Holiday Dash, Housing Watch, AOL Find a Job, Joystiq, JSYK, Aol Kids, Kitchen Daily, AOL Latino, Lemondrop, AOL Lifestream, AOL Mail, Marlo Thomas.com, Massively, MMA Fighting.com, Moviefone, AOL Music, My Daily, AOL News, NoiseCreep, Parent Dish, Patch, Paw Nation, Politics Daily, PopEater, AOL Radio, AOL Real Estate, Rented Spaces, AOL Seed, ShelterPop, AOL Shopping, Shortcut\$, SHOUTcast, Slashfood, AOL Small Business, Spinner, Stylelist, Switched, AOL Television, Tourtracker, AOL Travel, Truevo, Tu-Voz, Tuaw, TV Squad, URLesque, AOL Videos, WalletPop, Winamp, and WOW.com.

Based on information presently available to it, Interval asserts that AOL directly infringes claims 39, 40, 43, 82, 83 and 86 of the '507 patent under 35 U.S.C. § 271(a) during the operation

of its AOL Mail spam filtering system. Interval's detailed infringement assertions against the AOL Mail spam filtering system are provided in Exhibit A-16.

Based on information presently available to it, Interval asserts that Apple, Inc. ("Apple") directly infringes claims 20, 21, 22, 23, 24, 27, 28, 31, 34, 37, 63, 64, 65, 66, 67, 70, 71, 74, 77, and 80 of the '507 patent under 35 U.S.C. § 271(a) during the operation of its Apple.com Store, iTunes, Apple TV, and App Store systems. Because the Apple.com Store, iTunes, Apple TV, and App Store systems comprise a significant number of pages that operate in a substantially identical way, Interval has provided exemplary (but not exhaustive) detailed infringement assertions against specific pages within those systems. Apple directly infringes the '507 patent in the operation of all systems that contain functionality that is substantially similar to the infringing functionality identified in Exhibits B-1 through B-11.

Based on information presently available to it, Interval asserts that eBay, Inc. ("eBay") directly infringes claims 20, 21, 22, 23, 24, 27, 28, 31, 34, 37, 63, 64, 65, 66, 67, 70, 71, 74, 77, and 80 of the '507 patent under 35 U.S.C. § 271(a) during the operation of its websites, including at least eBay.com and Half.com. Because the eBay websites comprise a significant number of pages that operate in a substantially identical way, Interval has provided exemplary (but not exhaustive) detailed infringement assertions against specific pages within eBay's websites. eBay directly infringes the '507 patent in the operation of all webpages that contain functionality that is substantially similar to the infringing functionality identified in Exhibits C-1 through C-4. Furthermore, Interval has observed that the headings (e.g., "Check out the most watched") may change. Nothing herein should be construed to limit Interval's infringement assertions to recommendations that fall under particular headings. Interval asserts that the underlying functionality—and not the heading that is used—infringes the '507 patent.

Based on information presently available to it, Interval asserts that Facebook, Inc. (“Facebook”) directly infringes claims 20, 21, 22, 23, 24, 27, 28, 31, 34, 37, 63, 64, 65, 66, 67, 70, 71, 74, 77, and 80 of the ’507 patent under 35 U.S.C. § 271(a) during the operation of its Facebook.com website. Because the Facebook website comprises a significant number of pages that operate in a substantially identical way, Interval has provided exemplary (but not exhaustive) detailed infringement assertions against specific pages within Facebook’s website. Facebook directly infringes the ’507 patent in the operation of all webpages that contain functionality that is substantially similar to the infringing functionality identified in Exhibits D-1 through D-3.

Based on information presently available to it, Interval asserts that Google, Inc. (“Google”) directly infringes claims 20, 21, 22, 23, 24, 27, 28, 31, 34, 37, 38, 63, 64, 65, 66, 67, 70, 71, 74, 77, 80 and 81 of the ’507 patent under 35 U.S.C. § 271(a) during the operation of its websites. Because Google operates a significant number of websites and webpages that infringe in a substantially identical way, Interval has provided exemplary (but not exhaustive) detailed infringement assertions against specific websites and webpages in Exhibits E-1 through E-13. Google directly infringes the ’507 patent in the operation of all websites that contain functionality that is substantially similar to the infringing functionality identified in Exhibits E-1 through E-13, including at least the following: Boutiques.com, Google Products, Gmail, Google Books, Google Finance, Google Videos, Google Knol, Google Groups, Google Desktop, Google Maps, Orkut, and Google Search.

Based on information presently available to it, Interval asserts that Google and its third party premium publishers directly infringe claims 20, 21, 22, 24, 27, 28, 31, 34, 37, 63, 64, 65, 67, 70, 71, 74, 77, and 80 of the ’507 patent under 35 U.S.C. § 271(a) through the operation of its

Google AdSense and Google Display Network programs. As described in further detail in Exhibit E-14, the joint acts of Google and the third party premium publishers result in direct infringement of the '507 patent.

Based on information presently available to it, Interval asserts that Google directly infringes claims 39, 40, 43, 82, 83 and 86 of the '507 patent under 35 U.S.C. § 271(a) during the operation of its Gmail spam filtering system. Interval's detailed infringement assertions against the Gmail spam filtering system are provided in Exhibit E-15.

Based on information presently available to it, Interval asserts that Google directly infringes claims 39, 40, 43, 82, 83 and 86 of the '507 patent under 35 U.S.C. § 271(a) during the operation of its Google Books indexing and categorization system. Interval's detailed infringement assertions against the Google Books indexing and categorization system are provided in Exhibit E-16.

Based on information presently available to it, Interval asserts that Netflix, Inc. ("Netflix") directly infringes claims 20, 21, 22, 23, 24, 27, 28, 31, 34, 37, 63, 64, 65, 66, 67, 70, 71, 74, 77, and 80 of the '507 patent under 35 US.C. § 271(a) during the operation of its Netflix.com website. Because the Netflix website comprises a significant number of pages that operate in a substantially identical way, Interval has provided exemplary (but not exhaustive) detailed infringement assertions against specific pages within Netflix's website. Netflix directly infringes the '507 patent in the operation of all webpages that contain functionality that is substantially similar to the infringing functionality identified in Exhibit F-1.

Based on information presently available to it, Interval asserts that Office Depot, Inc. ("Office Depot") directly infringes claims 20, 21, 22, 23, 24, 27, 28, 31, 34, 37, 63, 64, 65, 66, 67, 70, 71, 74, 77, and 80 of the '507 patent under 35 US.C. § 271(a) during the operation of its

websites. Because the Office Depot websites comprise a significant number of pages that operate in a substantially identical way, Interval has provided exemplary (but not exhaustive) detailed infringement assertions against specific pages within Office Depot's OfficeDepot.com and TechDepot.com websites. Office Depot directly infringes the '507 patent in the operation of all websites and webpages that contain functionality that is substantially similar to the infringing functionality identified in Exhibits G-1 through G-2, including at least OfficeDepot.com and TechDepot.com. Furthermore, Interval has observed that the headings (e.g., "Customers Who Viewed This Item Purchased") may change. Nothing herein should be construed to limit Interval's infringement assertions to recommendations that fall under particular headings. Interval asserts that the underlying functionality—and not the heading that is used—infringes the '507 patent.

Based on information presently available to it, Interval asserts that OfficeMax, Inc. ("OfficeMax") directly infringes claims 20, 21, 22, 23, 24, 27, 28, 31, 34, 37, 63, 64, 65, 66, 67, 70, 71, 74, 77, and 80 of the '507 patent under 35 U.S.C. § 271(a) during the operation of its websites. Because the OfficeMax websites comprise a significant number of pages that operate in a substantially identical way, Interval has provided exemplary (but not exhaustive) detailed infringement assertions against specific pages within OfficeMax's OfficeMax.com website. OfficeMax directly infringes the '507 patent in the operation of all websites and webpages that contain functionality that is substantially similar to the infringing functionality identified in Exhibit H-1, including at least OfficeMax.com, MaxBuyer.OfficeMax.com, Government.OfficeMax.com, and OfficeMaxSolutions.com. Furthermore, Interval has observed that the headings (e.g., "Also Consider") may change. Nothing herein should be construed to limit Interval's infringement assertions to recommendations that fall under particular headings.

Interval asserts that the underlying functionality—and not the heading that is used—infringes the '507 patent.

Based on information presently available to it, Interval asserts that Staples, Inc. (“Staples”) directly infringes claims 20, 21, 22, 23, 24, 27, 28, 31, 34, 37, 63, 64, 65, 66, 67, 70, 71, 74, 77, and 80 of the '507 patent under 35 U.S.C. § 271(a) during the operation of its websites. Because the Staples websites comprise a significant number of pages that operate in a substantially identical way, Interval has provided exemplary (but not exhaustive) detailed infringement assertions against specific pages within Staples’s Staples.com website. Staples directly infringes the '507 patent in the operation of all websites and webpages that contain functionality that is substantially similar to the infringing functionality identified in Exhibit I-1, including at least Staples.com, EWay.com, StaplesLink.com, and Staples4Government.com. Furthermore, Interval has observed that the headings (e.g., “Recommended For You”) may change. Nothing herein should be construed to limit Interval’s infringement assertions to recommendations that fall under particular headings. Interval asserts that the underlying functionality—and not the heading that is used—infringes the '507 patent.

Based on information presently available to it, Interval asserts that Yahoo, Inc. (“Yahoo”) directly infringes claims 20, 21, 22, 23, 24, 27, 28, 31, 34, 37, 63, 64, 65, 66, 67, 70, 71, 74, 77, and 80 of the '507 patent under 35 U.S.C. § 271(a) during the operation of its websites. Because Yahoo operates a significant number of websites that infringe in a substantially identical way, Interval has provided exemplary (but not exhaustive) detailed infringement assertions against specific websites in Exhibits J-1 through J-15. For purposes of brevity, Exhibit J-15 identifies additional examples of infringement on a variety of additional Yahoo websites in a more concise form in which the material portions of the webpages are identified in a single screenshot. The

infringement theories for these summary charts correspond to the theories in the more exhaustive charts in Exhibits J-1 through J-14. Yahoo directly infringes the '507 patent in the operation of all websites that contain functionality that is substantially similar to the infringing functionality identified in Exhibits J-1 through J-15, including at least the following: Flickr, Hotjobs, Rivals, Yahoo Advertising, Yahoo Alerts, Yahoo Auto, Yahoo Avatar, Yahoo Biz, Yahoo Bookmarks, Yahoo Buzz, Yahoo Education, Yahoo Entertainment, Yahoo Events, Yahoo Finance, Yahoo Games, Yahoo Green, Yahoo Groups, Yahoo Health, Yahoo Kids, Yahoo Lifestyle, Yahoo Maps, Yahoo Mail, Yahoo Mobile, Yahoo Movies, Yahoo Music, My Yahoo, Yahoo News, Yahoo OMG!, Yahoo People, Yahoo Pulse, Yahoo Real Estate, Yahoo Shine, Yahoo Shopping, Yahoo Small Business, Yahoo Sports, Yahoo Travel, Yahoo TV, Yahoo Video, Yahoo Video Games, Yahoo Weather, Yahoo Widgets, Yahoo Answers, and Yahoo Local.

Based on information presently available to it, Interval asserts that Yahoo and its Yahoo Partner publishers directly infringe claims 20, 21, 22, 24, 27, 28, 31, 34, 37, 63, 64, 65, 67, 70, 71, 74, 77, and 80 of the '507 patent under 35 U.S.C. § 271(a) through the operation of its Content Match for Yahoo Search Marketing and Yahoo Advertising Solutions programs. As described in further detail in Exhibits J-16 through J-17, the joint acts of Yahoo and its Yahoo Partner publishers result in direct infringement of the '507 patent.

Based on information presently available to it, Interval asserts that Yahoo directly infringes claims 39, 40, 43, 82, 83 and 86 of the '507 patent under 35 U.S.C. § 271(a) during the operation of its Yahoo Mail spam filtering system. Interval's detailed infringement assertions against the Yahoo Mail spam filtering system are provided in Exhibit J-18.

Based on information presently available to it, Interval asserts that YouTube, LLC ("YouTube") directly infringes claims 20, 21, 22, 23, 24, 27, 28, 31, 34, 37, 63, 64, 65, 66, 67,

70, 71, 74, 77, and 80 of the '507 patent under 35 U.S.C. § 271(a) during the operation of its YouTube.com website. Because the YouTube website comprises a significant number of pages that operate in a substantially identical way, Interval has provided exemplary (but not exhaustive) detailed infringement assertions against specific pages within YouTube's website. YouTube directly infringes the '507 patent in the operation of all webpages that contain functionality that is substantially similar to the infringing functionality identified in Exhibit K-1.

Interval expressly reserves the right to augment and supplement its identification of asserted claims and infringing products based on additional information obtained through formal discovery, including expected discovery of source code for the accused websites.

b. Claim Charts for Literal Infringement of the '507 Patent

Interval's detailed infringement assertions with respect to the '507 patent are contained in Exhibits A-1 through A-16, B-1 through B-11, C-1 through C-4, D-1 through D-3, E-1 through E-16, F-1, G-1 through G-2, H-1, I-1, J-1 through J-18, and K-1.

c. Doctrine of Equivalents

Interval contends that Defendants literally infringe the asserted claims of the '507 patent, as reflected in the provided claim charts. To the extent Defendants successfully argue any limitation is not literally present in any accused product, Interval asserts infringement under the doctrine of equivalents because the differences between any accused product and any claim limitations are insubstantial.

d. Priority Claim of the '507 Patent to an Earlier Application

The '507 patent does not claim priority to any earlier application.

II. INFRINGEMENT OF U.S. PATENT NO. 6,034,652 (THE '652 PATENT)

a. Infringed Claims of the '652 Patent and Infringing Products

Based on information presently available to it, Interval asserts that AOL directly infringes claims 4, 5, 8, 11, 17, and 18 of the '652 patent under 35 U.S.C. § 271(a) by making and using the AOL Instant Messenger software. AOL directly infringes claims 17 and 18 under 35 U.S.C. § 271(a) by making and using a server that contains the Instant Messenger software that AOL makes available to users. When the AOL Instant Messenger software is installed and/or used by third party users, those users directly infringe claims 4, 5, 8, 11, 17, and 18 of the '652 patent. AOL induces infringement and contributes to the third party users' direct infringement under 35 U.S.C. § 271(b) and (c) by providing the AOL Instant Messenger software by, e.g., Internet download. AOL provides the Instant Messenger software knowing that it is especially adapted for use in infringing the asserted claims. The Instant Messenger software is not capable of substantial non-infringing use. Interval's detailed infringement assertions against AOL Instant Messenger are provided in Exhibit A-17.

Based on information presently available to it, Interval asserts that AOL directly infringes claims 4, 5, 8, 11, and 18 of the '652 patent under 35 U.S.C. § 271(a) by making and using the Lifestream software. AOL directly infringes claim 18 under 35 U.S.C. § 271(a) by making and using a server that contains the Lifestream software that AOL makes available to users. When the Lifestream software is installed and/or used by third party users, those users directly infringe claims 4, 5, 8, 11, and 18 of the '652 patent. AOL induces infringement and contributes to the third party users' direct infringement under 35 U.S.C. § 271(b) and (c) by providing the Lifestream software by, e.g., Internet download. AOL provides the Lifestream software knowing that it is especially adapted for use in infringing the asserted claims. The Lifestream software is not capable of substantial non-infringing use. Interval's detailed infringement assertions against AOL Lifestream are provided in Exhibit A-18.

Based on information presently available to it, Interval asserts that Apple directly infringes claims 4, 5, 8, 11, 15, and 16 of the '652 patent under 35 U.S.C. § 271(a) by making, using, selling, and offering to sell Apple computers that contain the Mac OS, Apple Dashboard software, and the default set of widgets. Apple directly infringes claims 15, 16, and 18 under 35 U.S.C. § 271(a) by making and using a server that contains the thousands of widgets that Apple makes available to users. When third party users use Apple computers with the Mac OS, Apple Dashboard software, and various widgets (including both the default set of widgets and other widgets made available by Apple), those users directly infringe claims 4, 5, 8, 11, 15, 16, and 18 of the '652 patent. Apple induces infringement and contributes to the third party users' direct infringement under 35 U.S.C. § 271(b) and (c) by providing the Apple computers, Mac OS, Apple Dashboard software, and widget software. Apple provides the Apple Dashboard software and widgets software knowing that they are especially adapted for use in infringing the asserted claims. The Apple Dashboard and widgets software is not capable of substantial non-infringing use. Because Apple provides hundreds of widgets that infringe in a substantially identical way, Interval has provided exemplary (but not exhaustive) detailed infringement assertions against specific widgets in Exhibit B-12. Apple is liable for infringing the '652 patent by making, using, and providing the software for all widgets that contain functionality that is substantially similar to the infringing functionality identified in Exhibit B-12.

Based on information presently available to it, Interval asserts that Google directly infringes claims 4, 5, 11, 15, 16, and 17 of the '652 patent under 35 U.S.C. § 271(a) by making and using the Gmail Notifier software. Google directly infringes claims 15, 16, and 17 under 35 U.S.C. § 271(a) by making and using a server that contains the Gmail Notifier software that Google makes available to users. When the Gmail Notifier software is installed and/or used by

third party users, those users directly infringe claims 4, 5, 11, 15, 16, and 17 of the '652 patent. Google induces infringement and contributes to the third party users' direct infringement under 35 U.S.C. § 271(b) and (c) by providing the Gmail Notifier software by, e.g., Internet download. Google provides the Gmail Notifier software knowing that it is especially adapted for use in infringing the asserted claims. The Gmail Notifier software is not capable of substantial non-infringing use. Interval's detailed infringement assertions against Gmail Notifier are provided in Exhibit E-17.

Based on information presently available to it, Interval asserts that Google directly infringes claims 4, 5, 8, 11, 15, 16, 17, and 18 of the '652 patent under 35 U.S.C. § 271(a) by making and using the Google Talk and Google Talk Labs Edition software. Google directly infringes claims 15, 16, 17, and 18 under 35 U.S.C. § 271(a) by making and using a server that contains the Google Talk and Google Talks Labs Edition software that Google makes available to users. When the Google Talk or Google Talk Labs Edition software is installed and/or used by third party users, those users directly infringe claims 4, 5, 8, 11, 15, 16, 17, and 18 of the '652 patent. Google induces infringement and contributes to the third party users' direct infringement under 35 U.S.C. § 271(b) and (c) by providing the Google Talk and Google Talk Labs Edition software by, e.g., Internet download. Google provides the Google Talk and Google Talk Labs Edition software knowing that it is especially adapted for use in infringing the asserted claims. The Google Talk and Google Talk Labs Edition software is not capable of substantial non-infringing use. Interval's detailed infringement assertions against Google Talk and Google Talk Labs Edition are provided in Exhibits E-18 through E-19.

Based on information presently available to it, Interval asserts that Google directly infringes claims 4, 5, 6, 7, 8, 11, 15, 16, and 18 of the '652 patent under 35 U.S.C. § 271(a) by

making and using the Google Desktop software and the associated gadgets software. Google directly infringes claims 15, 16, and 18 of the '652 patent under 35 U.S.C. § 271(a) by making and using a server that contains the Google Desktop software and associated gadgets software that Google makes available to users. When the Google Desktop software and associated gadgets software are installed and/or used by third party users, those users directly infringe claims 4, 5, 6, 7, 8, 11, 15, 16, and 18 of the '652 patent. Google induces infringement and contributes to the third party users' direct infringement under 35 U.S.C. § 271(b) and (c) by providing the Google Desktop software and associated gadgets software by, e.g., Internet download. Google provides the Google Desktop software and associated gadgets software knowing that they are especially adapted for use in infringing the asserted claims. The Google Desktop software and associated gadgets software are not capable of substantial non-infringing use. Because Google provides hundreds of gadgets that infringe in a substantially identical way, Interval has provided exemplary (but not exhaustive) detailed infringement assertions against specific gadgets in Exhibit E-20. Google is liable for infringing the '652 patent by making, using, and providing the software for all gadgets that contain functionality that is substantially similar to the infringing functionality identified in Exhibit E-20.

Based on information presently available to it, Interval asserts that Google directly infringes claims 4, 8, 11, 15, 16, 17, and 18 of the '652 patent under 35 U.S.C. § 271(a) by making and using the Android Operating System software and associated software including, e.g., Text Messaging, Google Voice, Calendar, and Google Talk software. Google directly infringes claims 4, 8, 11, 15, 16, 17, and 18 of the '652 patent under 35 U.S.C. § 271(a) by making, using, selling, and offering to sell devices including, e.g., the Google Nexus One and Nexus S, that contain the Android Operating System software and associated software including,

e.g., Text Messaging, Google Voice, Calendar, and Google Talk software. Google directly infringes claims 15, 16, 17, and 18 of the '652 patent under 35 U.S.C. § 271(a) by making and using a server that contains the Android Operating System software and associated software including, e.g., Text Messaging, Google Voice, Calendar, and Google Talk software, that Google makes available to users. When the Android Operating System software and associated software including, e.g., Text Messaging, Google Voice, Calendar, and Google Talk software are installed on devices that are offered for sale or sold, the vendor directly infringes claims 4, 8, 11, 15, 16, 17, and 18 of the '652 patent. When the Android Operating System software and associated software including, e.g., Text Messaging, Google Voice, Calendar, and Google Talk software, are installed and/or used by third party users, those users directly infringe claims 4, 8, 11, 15, 16, 17, and 18 of the '652 patent. Google induces infringement and contributes to the vendors' and the third party users' direct infringement under 35 U.S.C. § 271(b) and (c) by providing the Android Operating System software and, e.g., Text Messaging, Google Voice, Calendar, and Google Talk software. Google provides the Android Operating System software and, e.g., Text Messaging, Google Voice, Calendar, and Google Talk software, knowing that they are especially adapted for use in infringing the asserted claims. The Android Operating System software and, e.g., Text Messaging, Google Voice, Calendar, and Google Talk software, are not capable of substantial non-infringing use. Interval's detailed infringement assertions against the Android Operating System software and associated software are provided in Exhibit E-21.

Based on information presently available to it, Interval asserts that Yahoo directly infringes claims 4, 5, 8, 11, 17, and 18 of the '652 patent under 35 U.S.C. § 271(a) by making and using the Yahoo Messenger software. Yahoo directly infringes claims 17 and 18 under 35 U.S.C. § 271(a) by making and using a server that contains the Yahoo Messenger software that

Yahoo makes available to users. When the Yahoo Messenger software is installed and/or used by third party users, those users directly infringe claims 4, 5, 8, 11, 17, and 18 of the '652 patent. Yahoo induces infringement and contributes to the third party users' direct infringement under 35 U.S.C. § 271(b) and (c) by providing the Yahoo Messenger software by, e.g., Internet download. Yahoo provides the Yahoo Messenger software knowing that it is especially adapted for use in infringing the asserted claims. The Yahoo Messenger software is not capable of substantial non-infringing use. Interval's detailed infringement assertions against Yahoo Messenger are provided in Exhibit J-19.

Based on information presently available to it, Interval asserts that Yahoo directly infringes claims 4, 5, 6, 8, 11, 15, 16, and 18 of the '652 patent under 35 U.S.C. § 271(a) by making and using the Yahoo Widgets software and the associated widgets software. Yahoo directly infringes claims 15, 16, and 18 of the '652 patent under 35 U.S.C. § 271(a) by making and using a server that contains the Yahoo Widgets software and associated widgets software that Yahoo makes available to users. When the Yahoo Widgets software and associated widgets software are installed and/or used by third party users, those users directly infringe claims 4, 5, 6, 8, 11, 15, 16, and 18 of the '652 patent. Yahoo induces infringement and contributes to the third party users' direct infringement under 35 U.S.C. § 271(b) and (c) by providing the Yahoo Widgets software and associated widgets software by, e.g., Internet download. Yahoo provides the Yahoo Widgets software and associated widgets software knowing that they are especially adapted for use in infringing the asserted claims. The Yahoo Widgets software and associated widgets software are not capable of substantial non-infringing use. Because Yahoo provides thousands of widgets that infringe in a substantially identical way, Interval has provided exemplary (but not exhaustive) detailed infringement assertions against specific widgets in

Exhibit J-20. Yahoo is liable for infringing the '652 patent by making, using, and providing the software for all widgets that contain functionality that is substantially similar to the infringing functionality identified in Exhibit J-20.

Based on information presently available to it, Interval asserts that Yahoo directly infringes claims 4, 5, and 15 of the '652 patent under 35 U.S.C. § 271(a) by making and using the Yahoo Connected TV software and the associated widgets software. Yahoo directly infringes claim 15 of the '652 patent under 35 U.S.C. § 271(a) by making and using a server that contains the Yahoo Widgets software and associated widgets software that Yahoo makes available to users. When the Yahoo Connected TV software and associated widgets software are installed on televisions that are offered for sale or sold, the vendor directly infringes claims 4, 5, and 15 of the '652 patent. When televisions containing the Yahoo Connected TV software and associated widgets software are used by third party users, those users directly infringe claims 4, 5, and 15 of the '652 patent. Yahoo induces infringement and contributes to the infringement of the vendors and the third party users by providing the Yahoo Connected TV software and associated widgets software. Yahoo provides the Yahoo Connected TV software and associated widgets software knowing that they are especially adapted for use in infringing the asserted claims. The Yahoo Connected TV software and associated widgets software are not capable of substantial non-infringing use. Because Yahoo provides many widgets that infringe in a substantially identical way, Interval has provided exemplary (but not exhaustive) detailed infringement assertions against specific widgets in Exhibit J-21. Yahoo is liable for infringing the '652 patent by making, using, and providing the software for all widgets that contain functionality that is substantially similar to the infringing functionality identified in Exhibit J-21.

Interval expressly reserves the right to augment and supplement its identification of asserted claims and infringing products based on additional information obtained through formal discovery, including expected discovery of source code for the accused products.

b. Claim Charts for Literal Infringement of the '652 Patent

Interval's detailed infringement assertions with respect to the '652 patent are contained in Exhibits A-17 through A-18, B-12, E-17 through E-21, and J-19 through J-21.

c. Doctrine of Equivalents

Interval contends that Defendants literally infringe the asserted claims of the '652 patent, as reflected in the provided claim charts. To the extent Defendants successfully argue any limitation is not literally present in any accused product, Interval asserts infringement under the doctrine of equivalents because the differences between any accused product and any claim limitations are insubstantial.

d. Priority Claim of the '652 Patent to an Earlier Application

The '652 patent does not claim priority to any earlier application.

III. INFRINGEMENT OF U.S. PATENT NO. 6,788,314 (THE '314 PATENT)

a. Infringed Claims of the '314 Patent and Infringing Products

Based on information presently available to it, Interval asserts that AOL directly infringes claims 1 and 3 of the '314 patent under 35 U.S.C. § 271(a) by making and using the hardware and software that operate the AOL Instant Messenger system infrastructure. AOL directly infringes claims 7, 9, 10, 12, 13, and 15 of the '314 patent under 35 U.S.C. § 271(a) by making and using the AOL Instant Messenger software. AOL directly infringes claims 13 and 15 by making and using a server that contains the Instant Messenger software that AOL makes available to users. When the AOL Instant Messenger software is installed and/or used by third

party users, those users directly infringe claims 7, 9, 10, 12, 13 and 15. AOL induces infringement and contributes to the third party users' direct infringement under 35 U.S.C. § 271(b) and (c) by providing the AOL Instant Messenger software by, e.g., Internet download. AOL provides the Instant Messenger software knowing that it is especially adapted for use in infringing the asserted claims. The Instant Messenger software is not capable of substantial non-infringing use. Interval's detailed infringement assertions against AOL Instant Messenger are provided in Exhibit A-19.

Based on information presently available to it, Interval asserts that AOL directly infringes claims 1 and 3 of the '314 patent under 35 U.S.C. § 271(a) by making and using the hardware and software that operate the AOL Lifestream system infrastructure. AOL directly infringes claims 7, 9, 10, 12, 13 and 15 of the '314 patent under 35 U.S.C. § 271(a) by making and using the Lifestream software. AOL directly infringes claims 13 and 15 by making and using a server that contains the Lifestream software that AOL makes available to users. When the Lifestream software is installed and/or used by third party users, those users directly infringe claims 7, 9, 10, 12, 13 and 15. AOL induces infringement and contributes to the third party users' direct infringement under 35 U.S.C. § 271(b) and (c) by providing the Lifestream software by, e.g., Internet download. AOL provides the Lifestream software knowing that it is especially adapted for use in infringing the asserted claims. The Lifestream software is not capable of substantial non-infringing use. Interval's detailed infringement assertions against AOL Lifestream are provided in Exhibit A-20.

Based on information presently available to it, Interval asserts that Apple directly infringes claims 1 and 3 of the '314 patent under 35 U.S.C. § 271(a) by making and using the hardware and software that operate the Apple Dashboard system infrastructure. Apple directly

infringes claims 7, 9, 10, 12, 13, and 15 of the '314 patent under 35 U.S.C. § 271(a) by making, using, selling, and offering to sell Apple computers that contain the Mac OS, Apple Dashboard software, and the default set of widgets. Apple directly infringes claims 10 and 12 of the '314 patent under 35 U.S.C. § 271(a) by using the Apple Dashboard software and various widgets (including both the default set of widgets and other widgets made available by Apple). Apple directly infringes claims 13 and 15 of the '314 patent under 35 U.S.C. § 271(a) by making and using a server that contains the thousands of widgets that Apple makes available to users. When third party users use Apple computers with the Mac OS, Apple Dashboard software, and various widgets (including both the default set of widgets and other widgets made available by Apple), those users directly infringe claims 7, 9, 10, 12, 13, and 15 of the '314 patent. Apple induces infringement and contributes to the third party users' direct infringement under 35 U.S.C. § 271(b) and (c) by providing the Apple computers, Mac OS, Apple Dashboard software, and widget software. Apple provides the Apple Dashboard software and widgets software knowing that they are especially adapted for use in infringing the asserted claims. The Apple Dashboard and widgets software is not capable of substantial non-infringing use. Because Apple provides hundreds of widgets that infringe in a substantially identical way, Interval has provided exemplary (but not exhaustive) detailed infringement assertions in Exhibit B-13. Apple is liable for infringing the '314 patent by making, using, and providing Apple Dashboard and widget software that contains functionality that is substantially similar to the infringing functionality identified in Exhibit B-13.

Based on information presently available to it, Interval asserts that Google directly infringes claims 1 and 3 of the '314 patent under 35 U.S.C. § 271(a) by making and using the hardware and software that operate the Google Talk and Google Talks Labs Edition systems

infrastructure. Google directly infringes claims 7, 9, 10, 12, 13 and 15 of the '314 patent under 35 U.S.C. § 271(a) by making and using the Google Talk and Google Talk Labs Edition software. Google directly infringes claims 13 and 15 by making and using a server that contains the Google Talk and Google Talk Labs Edition software that Google makes available to users. When the Google Talk or Google Talk Labs Edition software is installed and/or used by third party users, those users directly infringe claims 7, 9, 10, 12, 13 and 15. Google induces infringement and contributes to the third party users' direct infringement under 35 U.S.C. § 271(b) and (c) by providing the Google Talk and Google Talk Labs Edition software by, e.g., Internet download. Google provides the Google Talk and Google Talk Labs Edition software knowing that it is especially adapted for use in infringing the asserted claims. The Google Talk and Google Talk Labs Edition software is not capable of substantial non-infringing use. Interval's detailed infringement assertions against Google Talk and Google Talk Labs Edition are provided in Exhibits E-22 through E-23.

Based on information presently available to it, Interval asserts that Google directly infringes claims 1 and 3 of the '314 patent under 35 U.S.C. § 271(a) by making and using the hardware and software that operate the Google Desktop system infrastructure. Google directly infringes claims 7, 9, 10, 12, 13, and 15 of the '314 patent under 35 U.S.C. § 271(a) by making and using the Google Desktop software and the associated gadgets software. Google directly infringes claims 13 and 15 of the '314 patent under 35 U.S.C. § 271(a) by making and using a server that contains the Google Desktop software and associated gadgets software that Google makes available to users. When the Google Desktop software and associated gadgets software are installed and/or used by third party users, those users directly infringe claims 7, 9, 10, 12, 13, and 15 of the '314 patent. Google induces infringement and contributes to the third party users'

direct infringement under 35 U.S.C. § 271(b) and (c) by providing the Google Desktop software and associated gadgets software by, e.g., Internet download. Google provides the Google Desktop software and associated gadgets software knowing that they are especially adapted for use in infringing the asserted claims. The Google Desktop software and associated gadgets software are not capable of substantial non-infringing use. Because Google provides hundreds of gadgets that infringe in a substantially identical way, Interval has provided exemplary (but not exhaustive) detailed infringement assertions in Exhibit E-24. Google is liable for infringing the '314 patent by making, using, and providing Google Desktop and gadget software that contains functionality that is substantially similar to the infringing functionality identified in Exhibit E-24.

Based on information presently available to it, Interval asserts that Google directly infringes claims 1 and 3 of the '314 patent under 35 U.S.C. § 271(a) by making and using the hardware and software that operate the Android and Android Market system infrastructure. Google directly infringes claims 7, 9, 10, 12, 13, and 15 of the '314 patent under 35 U.S.C. § 271(a) by making and using the Android Operating System software and associated software including, e.g., Text Messaging, Google Voice, Calendar, and Google Talk software. Google directly infringes claims 7, 9, 13, and 15 of the '314 patent under 35 U.S.C. § 271(a) by making, using, selling, and offering to sell devices including, e.g., the Google Nexus One and Nexus S, that contain the Android Operating System software and associated software including, e.g., Text Messaging, Google Voice, Calendar, and Google Talk software. Google directly infringes claims 13 and 15 of the '314 patent under 35 U.S.C. § 271(a) by making and using a server that contains the Android Operating System software and associated software including, e.g., Text Messaging, Google Voice, Calendar, and Google Talk software, that Google makes available to users. When the Android Operating System software and associated software including, e.g.,

Text Messaging, Google Voice, Calendar, and Google Talk software are installed on devices that are offered for sale or sold, the vendor directly infringes claims 7, 9, 13, and 15 of the '314 patent. When the Android Operating System software and associated software including, e.g., Text Messaging, Google Voice, Calendar, and Google Talk software, are installed and/or used by third party users, those users directly infringe claims 7, 9, 10, 12, 13, and 15 of the '314 patent. Google induces infringement and contributes to the vendors' and the third party users' direct infringement under 35 U.S.C. § 271(b) and (c) by providing the Android Operating System software and, e.g., Text Messaging, Google Voice, Calendar, and Google Talk software. Google provides the Android Operating System software and, e.g., Text Messaging, Google Voice, Calendar, and Google Talk software, knowing that they are especially adapted for use in infringing the asserted claims. The Android Operating System software and, e.g., Text Messaging, Google Voice, Calendar, and Google Talk software, are not capable of substantial non-infringing use. Interval's detailed infringement assertions against the Android Operating System software and associated software are provided in Exhibit E-25.

Based on information presently available to it, Interval asserts that Yahoo directly infringes claims 1 and 3 of the '314 patent under 35 U.S.C. § 271(a) by making and using the hardware and software that operate the Yahoo Messenger system infrastructure. Yahoo directly infringes claims 7, 9, 10, 12, 13 and 15 of the '314 patent under 35 U.S.C. § 271(a) by making and using the Yahoo Messenger software. Yahoo directly infringes claims 13 and 15 by making and using a server that contains the Yahoo Messenger software that Yahoo makes available to users. When the Yahoo Messenger software is installed and/or used by third party users, those users directly infringe claims 7, 9, 10, 12, 13 and 15. Yahoo induces infringement and contributes to the third party users' direct infringement under 35 U.S.C. § 271(b) and (c) by

providing the Yahoo Messenger software by, e.g., Internet download. Yahoo provides the Yahoo Messenger software knowing that it is especially adapted for use in infringing the asserted claims. The Yahoo Messenger software is not capable of substantial non-infringing use. Interval's detailed infringement assertions against Yahoo Messenger are provided in Exhibit J-22.

Based on information presently available to it, Interval asserts that Yahoo directly infringes claims 1 and 3 of the '314 patent under 35 U.S.C. § 271(a) by making and using the hardware and software that operate the Yahoo Widgets system infrastructure. Yahoo directly infringes claims 7, 9, 10, 12, 13, and 15 of the '314 patent under 35 U.S.C. § 271(a) by making and using the Yahoo Widgets software and the associated widgets software. Yahoo directly infringes claims 13 and 15 of the '314 patent under 35 U.S.C. § 271(a) by making and using a server that contains the Yahoo Widgets software and associated widgets software that Yahoo makes available to users. When the Yahoo Widgets software and associated widgets software are installed and/or used by third party users, those users directly infringe claims 7, 9, 10, 12, 13, and 15 of the '314 patent. Yahoo induces infringement and contributes to the third party users' direct infringement under 35 U.S.C. § 271(b) and (c) by providing the Yahoo Widgets software and associated widgets software by, e.g., Internet download. Yahoo provides the Yahoo Widgets software and associated widgets software knowing that they are especially adapted for use in infringing the asserted claims. The Yahoo Widgets software and associated widgets software are not capable of substantial non-infringing use. Because Yahoo provides thousands of widgets that infringe in a substantially identical way, Interval has provided exemplary (but not exhaustive) detailed infringement assertions in Exhibit J-23. Yahoo is liable for infringing the '314 patent by

making, using, and providing Yahoo Widgets and widget software that contain functionality that is substantially similar to the infringing functionality identified in Exhibit J-23.

Based on information presently available to it, Interval asserts that Yahoo directly infringes claims 1, 2, 3, and 4 of the '314 patent under 35 U.S.C. § 271(a) by making and using the hardware and software that operate the Yahoo Connected TV system infrastructure. Yahoo directly infringes claims 7, 8, 10, 11, 13, and 14 of the '314 patent under 35 U.S.C. § 271(a) by making and using the Yahoo Connected TV software and the associated widgets software. Yahoo directly infringes claims 13 and 14 of the '314 patent under 35 U.S.C. § 271(a) by making and using a server that contains the Yahoo Connected TV software and associated widgets software that Yahoo makes available to users. When the Yahoo Connected TV software and associated widgets software are installed on televisions that are offered for sale or sold, the vendor directly infringes claims 7, 8, 13, and 14 of the '314 patent. When the Yahoo Connected TV software and associated widgets software are installed and/or used by third party users, those users directly infringe claims 7, 8, 10, 11, 13, and 14 of the '314 patent. Yahoo induces infringement and contributes to the vendors' and third party users' direct infringement under 35 U.S.C. § 271(b) and (c) by providing the Yahoo Connected TV software and associated widgets software. Yahoo provides the Yahoo Connected TV software and associated widgets software knowing that they are especially adapted for use in infringing the asserted claims. The Yahoo Connected TV software and associated widgets software are not capable of substantial non-infringing use. Because Yahoo provides many widgets that infringe in a substantially identical way, Interval has provided exemplary (but not exhaustive) detailed infringement assertions in Exhibit J-24. Yahoo is liable for infringing the '314 patent by making, using, and providing

Yahoo Connected TV and widget software that contain functionality that is substantially similar to the infringing functionality identified in Exhibit J-24.

Interval expressly reserves the right to augment and supplement its identification of asserted claims and infringing products based on additional information obtained through formal discovery, including expected discovery of source code for the accused products.

b. Claim Charts for Literal Infringement of the '314 Patent

Interval's detailed infringement assertions with respect to the '314 patent are contained in Exhibits A-19 through A-20, B-13, E-22 through E-25, and J-22 through J-24.

c. Doctrine of Equivalents

Interval contends that Defendants literally infringe the asserted claims of the '314 patent, as reflected in the provided claim charts. To the extent Defendants successfully argue any limitation is not literally present in any accused product, Interval asserts infringement under the doctrine of equivalents because the differences between any accused product and any claim limitations are insubstantial.

d. Priority Claim of the '314 Patent to an Earlier Application

The '314 patent claims priority to Application No. 08/620,641, filed on March 22, 1996, which issued as the '652 patent.

IV. INFRINGEMENT OF U.S. PATENT NO. 6,757,682 (THE '682 PATENT)

a. Infringed Claims of the '682 Patent and Infringing Products

Based on information presently available to it, Interval asserts that AOL directly infringes claims 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 16, 17, and 20 of the '682 patent under 35 U.S.C. § 271(a) during the operation of its AOL Shopping website. Because the AOL Shopping website comprises a significant number of pages that operate in a substantially identical way, Interval has

provided exemplary (but not exhaustive) detailed infringement assertions against specific pages within the AOL Shopping website. AOL directly infringes the '682 patent in the operation of all webpages that contain functionality that is substantially similar to the infringing functionality identified in Exhibit A-21.

Based on information presently available to it, Interval asserts that Apple directly infringes claims 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 16, 17, and 20 of the '682 patent under 35 U.S.C. § 271(a) during the operation of iTunes (including iTunes Genius, the iTunes Store, and Ping), the iPad/iPod/iPhone App Stores, and Apple TV. Because the Apple systems comprise a significant number of pages that operate in a substantially identical way, Interval has provided exemplary (but not exhaustive) detailed infringement assertions against specific pages from each system. Apple directly infringes the '682 patent in the operation of all pages within the accused systems that contain functionality that is substantially similar to the infringing functionality identified in Exhibits B-14 through B-18.

Based on information presently available to it, Interval asserts that eBay directly infringes claims 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 16, 17, and 20 of the '682 patent under 35 U.S.C. § 271(a) during the operation of its websites, including at least eBay.com and Half.com. Because the eBay websites comprise a significant number of pages that operate in a substantially identical way, Interval has provided exemplary (but not exhaustive) detailed infringement assertions against specific pages within eBay's websites. eBay directly infringes the '682 patent in the operation of all websites and webpages that contain functionality that is substantially similar to the infringing functionality identified in Exhibits C-5 through C-6. Furthermore, Interval has observed that the headings (e.g., "Check out the most watched") may change. Nothing herein should be construed to limit Interval's infringement assertions to recommendations that fall

under particular headings. Interval asserts that the underlying functionality—and not the heading that is used—infringes the '682 patent.

Based on information presently available to it, Interval asserts that Facebook directly infringes claims 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 16, 17, and 20 of the '682 patent under 35 U.S.C. § 271(a) during the operation of its Facebook.com website. Because the Facebook.com website comprises a significant number of pages that operate in a substantially identical way, Interval has provided exemplary (but not exhaustive) detailed infringement assertions against specific pages within Facebook's website. Facebook directly infringes the '682 patent in the operation of all webpages that contain functionality that is substantially similar to the infringing functionality identified in Exhibits D-4 through D-5.

Based on information presently available to it, Interval asserts that Google directly infringes claims 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 16, 17, and 20 of the '682 patent under 35 U.S.C. § 271(a) during the operation of its Google Products, Google News, Google Blog Search, Google Knol, Google Reader, Google Buzz, and Orkut websites. Because the accused Google websites comprise a significant number of pages that operate in a substantially identical way, Interval has provided exemplary (but not exhaustive) detailed infringement assertions against specific pages within the accused websites. Google directly infringes the '682 patent in the operation of all websites and webpages that contain functionality that is substantially similar to the infringing functionality identified in Exhibits E-26 through E-32.

Based on information presently available to it, Interval asserts that Netflix directly infringes claims 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 16, 17, and 20 of the '682 patent under 35 U.S.C. § 271(a) during the operation of its Netflix.com website. Because the Netflix website comprises a significant number of pages that operate in a substantially identical way, Interval has

provided exemplary (but not exhaustive) detailed infringement assertions against specific pages within Netflix's website. Netflix directly infringes the '682 patent in the operation of all webpages that contain functionality that is substantially similar to the infringing functionality identified in Exhibit F-2.

Based on information presently available to it, Interval asserts that Office Depot directly infringes claims 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 16, 17, and 20 of the '682 patent under 35 U.S.C. § 271(a) during the operation of its websites. Because the Office Depot websites comprise a significant number of pages that operate in a substantially identical way, Interval has provided exemplary (but not exhaustive) detailed infringement assertions against specific pages within Office Depot's OfficeDepot.com and TechDepot.com websites. Office Depot directly infringes the '682 patent in the operation of all websites and webpages that contain functionality that is substantially similar to the infringing functionality identified in Exhibits G-3 through G-4, including at least OfficeDepot.com, and TechDepot.com. Furthermore, Interval has observed that the headings (e.g., "Customers Who Viewed This Item Purchased") may change. Nothing herein should be construed to limit Interval's infringement assertions to recommendations that fall under particular headings. Interval asserts that the underlying functionality—and not the heading that is used—infringes the '682 patent.

Based on information presently available to it, Interval asserts that OfficeMax directly infringes claims 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 16, 17, and 20 of the '682 patent under 35 U.S.C. § 271(a) during the operation of its websites. Because the OfficeMax websites comprise a significant number of pages that operate in a substantially identical way, Interval has provided exemplary (but not exhaustive) detailed infringement assertions against specific pages within OfficeMax's OfficeMax.com website. OfficeMax directly infringes the '682 patent in the

operation of all websites and webpages that contain functionality that is substantially similar to the infringing functionality identified in Exhibit H-2, including at least OfficeMax.com, MaxBuyer.OfficeMax.com, Government.OfficeMax.com, and OfficeMaxSolutions.com. Furthermore, Interval has observed that the headings (e.g., “Also Consider”) may change. Nothing herein should be construed to limit Interval’s infringement assertions to recommendations that fall under particular headings. Interval asserts that the underlying functionality—and not the heading that is used—infringes the ’682 patent.

Based on information presently available to it, Interval asserts that Staples directly infringes claims 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 16, 17, and 20 of the ’682 patent under 35 U.S.C. § 271(a) during the operation of its websites. Because the Staples websites comprise a significant number of pages that operate in a substantially identical way, Interval has provided exemplary (but not exhaustive) detailed infringement assertions against specific pages within Staples’s Staples.com website. Staples directly infringes the ’682 patent in the operation of all websites and webpages that contain functionality that is substantially similar to the infringing functionality identified in Exhibit I-2, including at least Staples.com, EWay.com, StaplesLink.com, and Staples4Government.com. Furthermore, Interval has observed that the headings (e.g., “Recommended For You”) may change. Nothing herein should be construed to limit Interval’s infringement assertions to recommendations that fall under particular headings. Interval asserts that the underlying functionality—and not the heading that is used—infringes the ’682 patent.

Based on information presently available to it, Interval asserts that Yahoo directly infringes claims 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 16, 17, and 20 of the ’682 patent under 35 U.S.C. § 271(a) during the operation of its Yahoo Shopping, Yahoo Answers, Yahoo Music,

Yahoo Buzz, Delicious, and Flickr websites. Because the accused Yahoo websites comprise a significant number of pages that operate in a substantially identical way, Interval has provided exemplary (but not exhaustive) detailed infringement assertions against specific pages within the accused websites. Yahoo directly infringes the '682 patent in the operation of all websites and webpages that contain functionality that is substantially similar to the infringing functionality identified in Exhibits J-25 through J-30.

Based on information presently available to it, Interval asserts that YouTube directly infringes claims 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 16, 17, and 20 of the '682 patent under 35 U.S.C. § 271(a) during the operation of its YouTube.com website. Because the YouTube website comprises a significant number of pages that operate in a substantially identical way, Interval has provided exemplary (but not exhaustive) detailed infringement assertions against specific pages within YouTube's website. YouTube directly infringes the '682 patent in the operation of all webpages that contain functionality that is substantially similar to the infringing functionality identified in Exhibit K-2.

Interval expressly reserves the right to augment and supplement its identification of asserted claims and infringing products based on additional information obtained through formal discovery, including expected discovery of source code for the accused websites.

b. Claim Charts for Literal Infringement of the '682 Patent

Interval's detailed infringement assertions with respect to the '682 patent are contained in Exhibits A-21, B-14 through B-18, C-5 through C-6, D-4 through D-5, E-26 through E-32, F-2, G-3 through G-4, H-2, I-2, J-25 through J-30, and K-2.

c. Doctrine of Equivalents

Interval contends that Defendants literally infringe the asserted claims of the '682 patent, as reflected in the provided claim charts. To the extent Defendants successfully argue any limitation is not literally present in any accused product, Interval asserts infringement under the doctrine of equivalents because the differences between any accused product and any claim limitations are insubstantial.

d. Priority Claim of the '682 Patent to an Earlier Application

The '682 patent claims priority to Provisional Application No. 60/178,627, filed on January 28, 2000.

Dated: December 28, 2010

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