

THE RESOLUTION EXPERTS®

Demand for Arbitration Before JAMS

TO RESPONDENT: Parallel Networks, LLC / epicRealm Licensing, LP

(Name of the Party on Whom Demand for Arbitration is made)

(Address) 1700 Pacific Avenue, Suite 2320

(City) Dallas (State) TX (Zip) 75201
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Representative/Attorney (if known): Beverly A. Whitley; Jeffrey S. Lowenstein
(Name of the Representative/Attorney of the Party on whom Demand for Arbitration is made)

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Note: See attached sheet for additional counsel for Parallel Networks, LLC.

FROM CLAIMANT (Name): Jenner & Block LLP

(Address) 353 N. Clark Street

(City) Chicago (State) IL (Zip) 60654
(Telephone) (312) 222-9350 (Fax) (312) 527-0484 (E-Mail)

Representative/Attorney of Claimant (if known): Paul Koning
(Name of the Representative/Attorney for the Party Demanding Arbitration)

(Address) Koning Rubarts LLP, 1700 Pacific Avenue, Suite 1890

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Note: See attached for additional counsel for Jenner & Block LLP.

NATURE OF DISPUTE

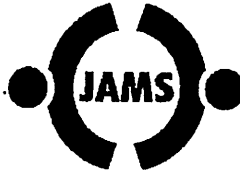
Claimant hereby demands that you submit the following dispute to final and binding arbitration (a more detailed statement of the claim(s) may be attached):

Fees and expenses owed to Jenner & Block under a Contingent Fee Agreement. Please see the attached Demand for Arbitration for a more detailed statement of the claims.

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Effective 10/20/2011

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THE RESOLUTION EXPERTS®

Demand for Arbitration Before JAMS

ARBITRATION AGREEMENT

This demand is made pursuant to the arbitration agreement which the parties made as follows (cite location of arbitration provision & attach two (2) copies of entire agreement).

Please see Paragraph 8 of the attached Contingent Fee Agreement.

CLAIM & RELIEF SOUGHT BY CLAIMANT

Claimant asserts the following claim and seeks the following relief (include amount in controversy, if applicable):

Please see the attached Demand for Arbitration.

RESPONSE

Respondent may file a response and counter-claim to the above-stated claim according to the applicable arbitration rules. Send the original response and counter-claim to the claimant at the address stated above with two (2) copies to JAMS.

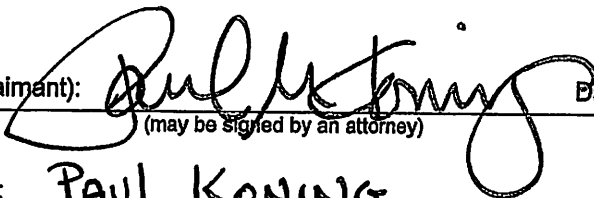
REQUEST FOR HEARING

JAMS is requested to set this matter for hearing at: Dallas, TX
(Preferred Hearing Location)

ELECTION FOR EXPEDITED PROCEDURES (COMPREHENSIVE RULE 16.1)

By checking this box ☐ Claimant requests that the Expedited Procedures described in JAMS Comprehensive Rules 16.1 and 16.2 be applied in this matter. Respondent shall indicate not later than 7 days from the date this Demand is served whether it agrees to the Expedited Procedure.

Signed (Claimant):


(may be signed by an attorney)

Date:

12/20/11

Print Name:

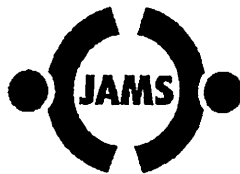
PAUL KONING

Please include a check payable to JAMS for the required initial, non-refundable \$400 per party deposit to be applied toward your Case Management Fee and submit to your local JAMS Resolution Center.

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THE RESOLUTION EXPERTS®

Demand for Arbitration Before JAMS

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ARBITRATION BEFORE JAMS

JENNER & BLOCK LLP,)
)
Claimant,)
)
vs.)
)
PARALLEL NETWORKS, LLC, and)
EPICREALM LICENSING, LP,)
)
Respondents.)

DEMAND FOR ARBITRATION

Claimant Jenner & Block LLP (“Jenner & Block”), by its attorneys, states as and for its Demand for Arbitration against Parallel Networks, LLC (“Parallel Networks”) and epicRealm Licensing, LP (“epicRealm”) as follows:

PRELIMINARY STATEMENT

1. This is a claim for attorneys’ fees due under a written engagement agreement. The Contingent Fee Agreement between the parties (the “Agreement”) is attached as Exhibit A. In paragraph 8 of the Agreement, the Parties agreed to submit any unresolved disputes concerning the Agreement to arbitration under the auspices of JAMS in Dallas, Texas. Accordingly, Jenner & Block demands arbitration to obtain payment of fees owed to it under the Agreement. Jenner & Block also is entitled to recover, and hereby demands, its reasonable attorneys’ fees and costs incurred in connection with this dispute.

THE PARTIES

2. Jenner & Block is a limited liability partnership with its principal office located in Chicago, Illinois. Jenner & Block provides legal services to, among others, Fortune 500 companies, large privately held corporations, family-run businesses, and individuals.

3. Parallel Networks is a limited liability company with its principal place of business in Dallas, Texas or Plano, Texas. Parallel Networks operates as a patent-holding company. Jenner & Block believes that Parallel Networks was established to assume at least some of the rights and obligations of epicRealm. EpicRealm was, and perhaps still is, a Delaware limited partnership that operated as a patent-holding company. In August 2007, epicRealm assigned its entire patent portfolio to Parallel Networks.

FACTS

4. As detailed below, epicRealm and its assignee Parallel Networks retained Jenner & Block in 2007 to take over representation of two extremely complex patent cases. The parties entered into a comprehensive contingent fee agreement in a form provided by epicRealm's managing partner, himself a lawyer and sophisticated consumer of legal services. Key provisions of the agreement included (a) epicRealm's obligation to pay expenses promptly, and (b) Jenner & Block's right to specified compensation even if the firm decided to terminate the engagement. Jenner & Block provided over \$10 million worth of legal services under the parties' agreement. In 2007 and 2008, epicRealm continually breached its commitment to reimburse expenses promptly. On January 2, 2009, Jenner & Block exercised its termination rights. Now, after obtaining lucrative recoveries in both patent cases as a direct result of Jenner & Block's efforts, epicRealm/Parallel Networks refuses to honor its agreement and pay any amount for Jenner & Block's services.

The Engagement and the Contingent Fee Agreement.

5. On May 17, 2007, Terry Fokas, a lawyer licensed to practice in Texas and the then-managing member of epicRealm, contacted Harry Roper, a Jenner & Block attorney. Mr. Fokas described epicRealm as a patent-holding company and sought to retain new patent litigation counsel on a contingency fee basis for two patent infringement cases pending in the

United States District Court for the District of Delaware. One case was against Oracle Corp. (“Oracle”), the other against Quinstreet Inc. (“Quinstreet”). At the time, Baker Botts, a large national law firm, was the counsel of record in both cases. At all relevant times, Terry Fokas also was counsel of record for epicRealm and/or Parallel Networks in each of the cases.

6. The claim for damages by epicRealm/Parallel Networks in the *Oracle* case was for approximately \$400 million and the *Quinstreet* case was believed to be worth millions of dollars.

7. On May 29, 2007, after Jenner & Block had determined that it had no conflict with representing epicRealm in the two matters, Mr. Fokas forwarded to Jenner & Block a contingency fee agreement that epicRealm had entered into with Baker Botts. Mr. Fokas proposed that these terms be used by Jenner & Block for this engagement. Jenner & Block agreed to use the Contingent Fee Agreement forwarded by epicRealm, with minor changes, as the contractual agreement for this engagement.

8. The draft agreement subsequently was signed by Mr. Fokas and returned to Jenner & Block for signature. Greg Gallopoulos, Jenner & Block’s Managing Partner at the time, signed the agreement and an executed copy was transmitted to Mr. Fokas on June 28, 2007.

9. In all material respects that are relevant to the current fee dispute, the Agreement between Jenner & Block and epicRealm is identical to the agreement used between epicRealm and Baker Botts, and which was supplied in the first instance by Mr. Fokas, himself a lawyer, to Jenner & Block on May 29, 2007.

10. Paragraph 4 of the Agreement provides that epicRealm is solely responsible for the payment of expenses and is to “reimburse Jenner & Block promptly upon

receipt of an invoice” for expenses. The parties understood that the expenses for the two lawsuits could be very high.

11. Paragraph 5 of the Agreement provides that epicRealm will pay Jenner & Block a sliding-scale contingent fee based on a percentage of “Net Proceeds” paid to epicRealm.

12. Paragraph 9 of the Agreement addresses the circumstances and methods for terminating the Agreement, and the payment obligations that would remain after termination. Paragraph 9(b) expressly provides that Jenner & Block may terminate the Agreement if it “determines at any time that it is not in its economic interest to continue the representation of epicRealm,” and provides for the recovery of compensation by Jenner & Block in the event of such termination.

13. On September 21, 2007, Mr. Fokas requested and on September 27, 2007, Jenner & Block agreed to the assignment of the Agreement to Parallel Networks on the same terms and conditions. The assignment was requested because epicRealm had assigned its patent portfolio and the *Oracle* and *Quinstreet* cases to Parallel Networks. A copy of the assignment is attached hereto as Exhibit B. After the execution of the assignment, Parallel Networks was formally substituted for epicRealm as the party in both the *Oracle* and *Quinstreet* cases.

Jenner & Block Devotes All-Out Efforts to Parallel Networks’ “Bet the Business” Claims.

14. Jenner & Block’s representation of Parallel Networks in the *Oracle* and *Quinstreet* cases required an enormous amount of time, skill and dedication. The cases were extremely complex and particularly hard-fought. Given its very high potential exposure in the lawsuit, Oracle treated the matter as high stakes, “bet the business” litigation on which at least five or six outside attorneys worked exclusively full-time. Jenner & Block, acting in its client’s interests, responded in kind with extensive and costly discovery and trial preparation. Given the nature of the matter, this included vigorously contested motion practice, voluminous document

production, and extensive expert discovery. In 2008 alone, there were over 350 entries on the docket sheet for the *Oracle* case.

15. Over the course of 19 months, from July 2007 through January 2009, Jenner & Block attorneys and legal assistants provided over 22,000 hours of legal services to Parallel Networks on the *Oracle* matter and over 2,500 hours of legal services on the smaller *Quinstreet* matter. Separate invoices for each of these matters regularly were sent to Parallel Networks.

16. In 2008, Jenner & Block was asked by Parallel Networks to provide consultation with respect to a reexamination of the patents at issue in the litigation. This work was carried out under the Agreement in addition to the work on the *Oracle* and *Quinstreet* cases. Jenner & Block opened a new file number and sent separate invoices for this work to Parallel Networks.

17. Jenner & Block also provided extensive legal assistance to Parallel Networks for a trial held in Texas in 2008 that primarily was handled by Baker Botts, and assisted Parallel Networks in other Texas cases pending at that time. That work, with the knowledge and consent of Parallel Networks, was recorded to the *Oracle* file and payment was to be received pursuant to the Contingency Fee Agreement.

18. The value of the time expended by Jenner & Block, if charged at the then-current billing rates for attorneys and paralegals, exceeded \$10 million. The work provided by Jenner & Block on the *Oracle* case comprised at least \$9,217,231.25 at the firm's standard billing rates. The work on *Quinstreet* was at least \$978,210.00 and the reexamination matter was at least \$61,118.75 using standard billing rates.

19. Parallel Networks was well aware of the large amount of work performed by Jenner & Block as well as the reasonableness and necessity of that work. Parallel Networks worked closely with Jenner & Block on all aspects of the representation and was directly involved in important decisions regarding strategy and tactics. Mr. Fokas remained as counsel of record in both the *Oracle* and *Quinstreet* lawsuits. Further, on a regular basis Jenner & Block sent invoices to Parallel Networks. The invoices showed the work performed and the persons who provided the services, and gave Parallel Networks detailed information about the expenses incurred for disbursements. The amounts set forth in paragraph 18 above are the amounts included on invoices sent to Parallel Networks.

20. On or about January 17, 2008, three attorneys from Baker Botts reappeared as additional counsel of record for Parallel Networks in the *Oracle* and *Quinstreet* cases.

Parallel Networks Consistently Breaches The Agreement.

21. Parallel Networks repeatedly and consistently breached the Agreement with respect to payment for expenses. As noted above, the Agreement required Parallel Networks to reimburse Jenner & Block for expenses promptly upon receipt of an invoice. Soon after the representation started, however, it became clear that Parallel Networks had no intention and/or no ability to honor that provision of the Agreement. As detailed below, Jenner & Block was forced to make very large expense advances to preserve Parallel Networks' positions in litigation while Parallel Networks breached its reimbursement obligations.

22. By December 1, 2007, Jenner & Block had paid out over \$42,000 in expenses incurred from July 2007 through October 2007. Parallel Networks did not reimburse Jenner & Block for these expenses in a timely manner. Parallel Networks failed to submit any payment until December 19, 2007.

23. The delinquent payment of expenses on the *Oracle* matter continued throughout 2008 and involved increasingly greater amounts of money as Jenner & Block paid for items such as expert witness fees, consulting fees, and the costs for conducting depositions in preparation for the trial scheduled to take place in January, 2009. For example, expenses in the amount of \$219,352.56 on the invoice dated April 23, 2008 were not paid until December 24, 2008 – over eight months after the invoice was submitted to Parallel Networks. Sizeable expenses in the amount of \$143,219.25, billed on June 25, 2008, and \$101,973.112, billed on August 29, 2008, similarly were not paid until December 24, 2008. By December of 2008, Parallel Networks owed Jenner & Block over \$500,000 for expenses in the *Oracle* matter.

24. The delinquent payment of expenses was also an issue in the *Quinstreet* matter. Jenner & Block sent Parallel Networks an invoice for expenses in the amount of \$18,505.52 in February 2008 which was not paid by Parallel Networks until six months later, on August 30, 2008. Additionally, from August 2007 through June 2008, Jenner & Block footed the bill for over \$21,000 in expenses which were not paid by Parallel Networks until December 2008. Overall, of the expenses incurred by Jenner & Block during its representation of Parallel Networks in the *Quinstreet* matter, \$40,508.70 was outstanding for at least 6 months, of which over \$10,000 was outstanding for at least 12 months.

25. Mr. Fokas acknowledged on December 16, 2008 that he was aware of “long past due expenses.” However, he contended that Parallel Networks’ ability to pay the overdue expenses was contingent on settling other matters.

26. Because Parallel Networks consistently was in breach of the Agreement in 2007 and 2008, Jenner & Block had to cover the costs of sizeable expenses in order to comply with court-ordered deadlines, to conduct timely discovery and to prepare for trial. The payment

of expenses by Jenner & Block in 2007 and 2008 allowed Parallel Networks to preserve claims in the *Oracle* and *Quinstreet* matters. Without Jenner & Block “footing the bill” for time-sensitive expenses related to discovery and trial preparation, which was over and above the thousands of hours of legal services provided without current compensation, Parallel Networks would not have been able to pursue its claims or, subsequently, to achieve its settlements with Oracle and Quinstreet. However, these contractual breaches caused significant concern about whether Jenner & Block should continue with the representation.

Summary Judgment and Termination of Agreement

27. On December 4, 2008, Judge Robinson of the United States District Court for the District of Delaware issued a Memorandum Opinion granting summary judgment to Oracle on Parallel Networks’ infringement claims. A final, appealable judgment order was entered by the District Court on December 23, 2008.

28. In late December 2008, Parallel Networks advised Jenner & Block that it had settled two other cases and that payment for expenses would be made. Jenner & Block subsequently received a wire transfer payment of expenses in the amount of \$543,295.32 on December 24, 2008.

29. Given that: (i) Parallel Networks routinely had been in breach of the Agreement in 2007 and 2008 for its failure to pay expenses in a timely manner; (ii) Parallel Networks had been more than \$500,000 in arrears in paying expenses in December 2008; and (iii) Jenner & Block did not believe Parallel Networks had the financial resources to comply with the Agreement going forward on the two matters in 2009, Jenner & Block elected to terminate the Agreement pursuant to its rights as set forth in paragraph 9(b) of the Agreement. Paragraph 9(b) of the Agreement permitted Jenner & Block to terminate the Agreement upon 30 days

notice, while preserving the right to recover fees pursuant to paragraph 9(a) (i) and (iii) of the Agreement.

30. Parallel Networks was advised orally of the decision to terminate the Agreement, and at approximately 4:20 p.m. on January 2, 2009 a notice of termination letter ("Termination Letter") was sent by email to Mr. Fokas.

Parallel Networks Acknowledges Jenner & Block's Right To Fees Under The Agreement.

31. Parallel Networks knew and understood that Jenner & Block had the right to terminate the Agreement and the right to receive payment of fees after it terminated the Agreement. Indeed, when Parallel Networks was advised orally that Jenner & Block was terminating the Agreement, Mr. Fokas asked how much Jenner & Block would be owed. In the Termination Letter dated January 2, 2009, Jenner & Block advised Mr. Fokas that the amount owed to the firm would be governed by paragraph 9(a) of the Agreement. During 2009, neither Mr. Fokas nor any other counsel for Parallel Networks disputed the fact that Jenner & Block was entitled to fees pursuant to paragraph 9(a) of the Agreement.

32. On January 12, 2009, Jenner & Block held a teleconference with Parallel Networks' corporate counsel to discuss what steps needed to be completed in both cases in advance of the termination of the Agreement as required under paragraph 9(b) of the Agreement. Jenner & Block agreed to complete all of the steps requested by Parallel Networks' corporate counsel prior to its withdrawal from the cases, including filing a notice of appeal in the *Oracle* case on January 21, 2009.

33. During these discussions, Parallel Networks' corporate counsel recognized and acknowledged that Jenner & Block was entitled to compensation for the work it had done. Specifically, Parallel Networks' corporate counsel and representatives of Jenner & Block discussed what amount should be paid to Jenner & Block when Parallel Networks received a

recovery. Parallel Networks' corporate counsel never suggested that Jenner & Block was not entitled to a fee or that the terms of the Agreement were unenforceable.

Parallel Networks Seeks To Convince Jenner & Block To Remain Its Counsel.

34. From June 2007 through January 2009, Parallel Networks recognized the quality of work done by Jenner & Block. In fact, in January 2009, corporate counsel for Parallel Networks consistently tried to persuade Jenner & Block to remain as Parallel Networks' counsel, at least through completion of the appeal of the *Oracle* case.

35. During January, 2009, Parallel Networks' corporate counsel held several teleconferences with Jenner & Block to discuss various proposals and counter-proposals for Jenner & Block to continue its representation in the *Oracle* and *Quinstreet* cases.

36. On January 26, 2009, corporate counsel for Parallel Networks made a counter-proposal to Jenner & Block which included the term that if Jenner & Block undertook the *Oracle* appeal it would receive 100 percent of its hourly rate fees and expenses for the appeal, which were to be taken from a retainer of \$500,000 (\$200,000 of which was due immediately and \$300,000 which was to be paid within thirty days). The counter-proposal also specified that Jenner & Block subsequently could withdraw consistent with the Agreement and its ethical obligations and could recover at least \$3 million in quantum meruit if Parallel Networks subsequently recovered in its action against Oracle and \$300,000 if there was a recovery from *Quinstreet*.

37. On January 27, 2009, Jenner & Block sent an email to Parallel Networks' corporate counsel, outlining the firm's understanding of the latest proposal and agreeing to accept it with a few minor changes. Parallel Networks' corporate counsel replied on January 28, 2009, that the outline was "generally in accordance" with discussions, but raised several issues related to the *Quinstreet* case.

38. At no time during these January discussions did corporate counsel for Parallel Networks contend that Jenner & Block had no right to recover fees in the event it voluntarily withdrew from representing Parallel Networks.

39. On February 1, 2009, Jenner & Block submitted a draft of a proposed amendment to the Agreement to corporate counsel for Parallel Networks. The proposed amendment stated, in part, that Jenner & Block, as specifically authorized in the Agreement, had concluded that it was not in the firm's economic interest to continue representing Parallel Networks, that the firm had devoted over \$10 million in regular hourly rates to the *Oracle* and *Quinstreet* matters, and that it had previously sent a Termination Letter to Parallel Networks on January 2, 2009. The amendment also specified that Jenner & Block would handle the *Oracle* appeal and be paid its hourly fees and expenses. Additionally, it specified that the quantum meruit value of Jenner & Block's prior services was \$3 million in the *Oracle* case and \$300,000 in the *Quinstreet* case.

Parallel Networks Refuses To Commit To Pay The Retainer It Proposed.

40. Within days after agreeing to the terms contained in the proposed amendment, Parallel Networks changed course and rejected its own proposal, stating that the "landscape ha[d] altered in material respects." Corporate counsel for Parallel Networks stated that it no longer would commit to pay the \$300,000 portion of the retainer. Essentially, Parallel Networks confirmed that it did not have the monies it needed to comply with its contractual obligations under the original Agreement or the terms of the proposed amendment.

41. On February 4, 2009, Jenner & Block rejected Parallel Networks' new terms and notified corporate counsel for Parallel Networks that the firm would proceed with termination of the Agreement, as stated in the Termination Letter sent to Parallel Networks on January 2, 2009.

42. Jenner & Block sent a draft motion to withdraw from the *Quinstreet* case to Parallel Networks' corporate counsel on February 4, 2009. On February 6, 2009, Jenner & Block held a teleconference with corporate counsel for Parallel Networks. Jenner & Block agreed to transfer all relevant files to Parallel Networks' new counsel promptly. Jenner & Block also provided materials related to protective orders, experts, and local counsel. Corporate counsel for Parallel Networks authorized Jenner & Block to state that Parallel Networks did not object to the firm's withdrawal in the *Quinstreet* case and asked Jenner & Block to delay until Friday, February 13, 2009, sending a letter notifying the Federal Circuit Court that Jenner & Block would not appear on behalf of Parallel Networks in the *Oracle* appeal. Jenner & Block agreed.

43. On February 10, 2011, Jenner & Block was advised that Baker Botts would handle the *Oracle* appeal. On that very day, files were delivered to Baker Botts. The letter to the Federal Circuit Court was reviewed and approved by Parallel Networks and Parallel Networks' counsel at Baker Botts. The letter identified Baker Botts as Parallel Networks' appellate counsel. Thereafter, Baker Botts appeared as counsel in the *Oracle* appeal. Throughout 2008 and 2009, Baker Botts, Terry Fokas, and local Delaware counsel all had appearances on file for Parallel Networks in the *Oracle* District Court proceeding.

44. The motion to withdraw from the *Quinstreet* case was filed and served, with Parallel Networks' knowledge and approval, on February 9, 2009. As of that date, local Delaware counsel, three attorneys from Baker Botts, and Terry Fokas, also had appearances on file for Parallel Networks in the *Quinstreet* case. On February 12, 2011, five additional attorneys from Baker Botts appeared for Parallel Networks in the *Quinstreet* case. The *Quinstreet* Court entered an Order that granted Jenner & Block's motion to withdraw on February 25, 2009.

45. From February 11, 2009 through April 9, 2009, attorneys and paralegals at Jenner & Block continued to provide assistance to Baker Botts, including work on the appellate brief in the *Oracle* case. Thereafter, up to and through early 2011, Jenner & Block continued to support Parallel Networks, including providing information and documents requested. Parallel Networks knew of, requested and used this assistance even though Jenner & Block did not send any invoice for this work. This work significantly assisted Parallel Networks in its preparation for a trial against Oracle, which occurred following a remand from the Appellate Court as described more fully below. While requesting and using this assistance from February 2009 through at least March 2011, Parallel Networks never suggested that Jenner & Block was not entitled to or would not receive compensation for its prior legal services.

Parallel Networks Obtains Recoveries from Quinstreet and Oracle, But Refuses To Pay Fees Owed to Jenner & Block Under The Agreement.

46. With respect to the *Quinstreet* case, on May 20, 2009, Parallel Networks and Quinstreet filed a joint motion for dismissal. Jenner & Block believes and understands that there was a settlement that provided Parallel Networks with monetary and non-monetary benefits. Parallel Networks has refused to disclose the terms of the settlement.

47. With respect to the *Oracle* matter, on April 28, 2010, the Court of Appeals for the Federal Circuit vacated the District Court's ruling in favor of Oracle and remanded the case. Thereafter, the District Court denied other grounds for summary judgment and set the case for trial. A review of the docket since remand to the District Court reveals that the parties did not file additional motions for summary judgment – the court merely ruled upon grounds that Jenner & Block had briefed in 2008 but that the court had not reached in 2008 because of the ruling in Oracle's favor. The docket further reveals that no new expert materials were filed in the case after remand. From a review of the docket, Jenner & Block believes that, on remand, Parallel

Networks and its counsel substantially relied upon the work previously performed by Jenner & Block to prepare the case for trial.

48. Shortly before trial, on May 14, 2011, a stipulation of dismissal was filed by Oracle and Parallel Networks. Jenner & Block believes and understands that a settlement was reached which provided monetary relief and perhaps non-monetary relief to Parallel Networks. Parallel Networks has refused to disclose the terms of the settlement.

49. Paragraph 9(b) of the Agreement provides that, if Jenner & Block terminates the Agreement, it retains the right to receive compensation pursuant to paragraph 9(a)(i)-(iii) for the work it performed prior to the termination. Pursuant to 9(a)(i), this recovery can be for “the regular hourly billing rates charged by Jenner & Block for its attorneys and legal assistants,” in lieu of a contingent fee. Under 9(a)(iii), the recovery can be for “an appropriate and fair portion of the Contingent Fee Award based upon Jenner & Block [sic] contribution to the result achieved.”

50. After Parallel Networks and Oracle agreed to a settlement, Jenner & Block sent a letter to Parallel Networks, on June 17, 2011, to request payment of fees owed to the firm under paragraph 9 of the Agreement. Parallel Networks replied, on July 21, 2011, asserting, for the first time, that paragraph 9(b) is unenforceable under Texas law.

51. On August 4, 2011, Jenner & Block held a teleconference with corporate counsel for Parallel Networks and demanded payment of the fees owed to the firm. Parallel Networks refused to pay any fees to Jenner & Block. Parallel Networks also has refused to provide Jenner & Block any information regarding the proceeds of its settlements with Quinstreet and Oracle, which Jenner & Block requested pursuant to paragraph 6(a) of the Agreement.

CLAIM I – BREACH OF CONTRACT

52. Jenner & Block repeats and incorporates by reference the allegations in paragraphs 1 through 51 of this Demand for Arbitration.

53. The Agreement is a valid and enforceable contract.

54. Jenner & Block substantially performed its obligations under the Agreement. Parallel Networks and epicRealm repeatedly breached their contractual obligation to pay expenses. Pursuant to the express terms of the Agreement, Jenner & Block was entitled to terminate the Agreement and retain the right to receive fees.

55. Parallel Networks has further breached paragraph 9 of the Agreement by failing and refusing: (i) to compensate Jenner & Block for all time expended by Jenner & Block on behalf of Parallel Networks at the regular hourly billing rates charged by Jenner & Block for its attorneys and legal assistants, or (ii) to pay Jenner & Block an appropriate and fair portion of the Contingent Fee Award based upon Jenner & Block's contribution to the results achieved. In addition, Parallel Networks has breached paragraph 6(a) of the Agreement by refusing to provide Jenner & Block information regarding the proceeds of its settlements with Quinstreet and Oracle.

56. As a result of Parallel Networks' and epicRealm's breaches, Jenner & Block has suffered damages.

CLAIM II – QUANTUM MERUIT

57. Jenner & Block repeats and incorporates by reference the allegations in paragraphs 1 through 51 of this Demand for Arbitration.

58. Jenner & Block attorneys and legal assistants rendered valuable legal services to Parallel Networks and epicRealm.

59. These legal services were provided to Parallel Networks and epicRealm in the *Oracle* case, the *Quinstreet* case, in related Texas court cases, and in connection with a reexamination of patents at issue in those cases.

60. These legal services were accepted and used by Parallel Networks and epicRealm and contributed to the beneficial results achieved by Parallel Networks.

61. The Agreement itself, which was confirmed by Jenner & Block's discussions with Mr. Fokas and corporate counsel for Parallel Networks in December 2008 and January 2009, reasonably notified Parallel Networks and epicRealm that Jenner & Block expected to be paid fees in the event that Jenner & Block terminated the Agreement pursuant to paragraph 9(b) of the Agreement.

62. Parallel Networks and epicRealm have refused to pay any money for these services, thereby causing substantial damages to Jenner & Block.

CLAIM III – PROMISSORY ESTOPPEL

63. Jenner & Block repeats and incorporates by reference the allegations in paragraphs 1 through 51 of this Demand for Arbitration.

64. In May 2007 and September 2007, Parallel Networks and epicRealm promised Jenner & Block that if Jenner & Block elected to terminate the Agreement based on a determination that it was not in Jenner & Block's economic interest to continue, Jenner & Block nonetheless was entitled to a recovery of fees.

65. Parallel Networks and epicRealm should have foreseen that these promises would lead Jenner & Block to rely on the promises in making its decision to represent Parallel Networks.

66. Jenner & Block substantially relied on these promises to the detriment of Jenner & Block.

67. Jenner & Block has suffered substantial financial injury as a result of the failure by Parallel Networks and epicRealm to comply with their promises.

68. The injustice of Parallel Networks' and epicRealm's refusal to pay the fees owed to Jenner & Block can be remedied only by enforcement of Parallel Networks' and epicRealm's promise.

CLAIM IV – ATTORNEYS' FEES

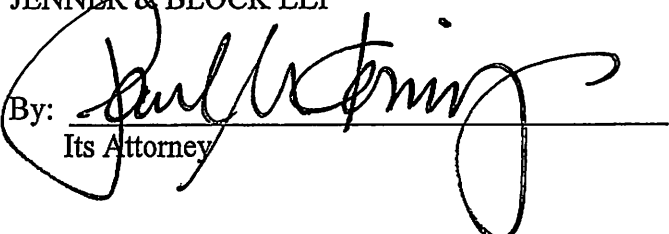
69. Jenner & Block repeats and incorporates by reference the allegations in paragraphs 1 through 51 of this Demand for Arbitration.

70. As a result of the above actions of the Respondent, Jenner & Block has been required to incur attorneys' fees. Jenner & Block is entitled to recover its reasonable and necessary attorneys' fees based on Tex. Civ. Prac. & Rem. Code §38.001 et. seq.

WHEREFORE, Jenner & Block requests judgment in its favor against Parallel Networks and the entry of a binding arbitration order:

- A. Requiring Parallel Networks and epicRealm to compensate, reimburse, and pay fees to Jenner & Block either at its standard hourly rate or in an amount that is fair compensation in light of the benefits received by Parallel Networks and epicRealm;
- B. Awarding Jenner & Block all costs and expenses, including reasonable attorneys' fees, incurred by Jenner & Block in connection with the enforcement of the Agreement.

JENNER & BLOCK LLP

By: 
Its Attorney

Paul Koning
Koning Rubarts LLP
1700 Pacific Avenue
Suite 1890
Dallas, Texas 75201
Telephone: (214) 751-7901
Facsimile: (214) 751-7888

Joel T. Pelz
Jenner & Block LLP
353 N. Clark Street
Chicago, Illinois 60654
Telephone: (312) 923-2609
Facsimile: (312) 840-7609

Dated: December 20, 2011

EXHIBIT A

CONTINGENT FEE AGREEMENT

This CONTINGENT FEE AGREEMENT (this "Agreement") is entered into this 27th day of June, 2007 (the "Effective Date"), by and between epicRealm Licensing LP, a Delaware limited partnership ("epicRealm Licensing") and Jenner & Block LLP, an Illinois limited liability partnership ("Jenner & Block"). epicRealm Licensing and Jenner & Block are individually referred to in this Agreement as a "Party" and are collectively referred to in this Agreement as the "Parties."

RECITALS:

WHEREAS, epicRealm Licensing believes that certain of its Intellectual Property has been infringed upon or unlawfully used by Infringing Parties and epicRealm Licensing desires to protect its rights in its Intellectual Property by pursuing Enforcement Activities against such Infringing Parties; and

WHEREAS, epicRealm Licensing desires to retain Jenner & Block to counsel, advise and represent it with regard to legal matters arising out of or related to the Enforcement Activities and Jenner & Block wishes to accept such retention; and

WHEREAS, because of the potential cost in prosecuting the Enforcement Activities, epicRealm Licensing desires to compensate Jenner & Block on a contingent fee basis pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, the Parties, intending to be legally bound, hereby agree as follows:

AGREEMENT:

1. Definitions. In addition to any other defined terms used herein, the following words and phrases (whether used in the singular or in the plural tense) shall be defined terms in this Agreement and shall mean the following:

a. "Contingent Fee Award" shall mean the applicable percentage (as more particularly set forth in Section 5 herein) of the Net Revenues received by epicRealm Licensing from an Enforcement Activity and which is payable to Jenner & Block for its representation of epicRealm Licensing in such Enforcement Activity.

b. "Enforcement Activities" shall mean: (i) representation of epicRealm Licensing in the existing cases of *Oracle Corp. and Oracle U.S.A., Inc. v. epicRealm Licensing, L.P.*, Civ. No. 06-CV-414-SLR (D.Del.) and *Quinstreet, Inc. v. epicRealm Licensing, L.P.*, Civ. No. 06-CV-495-SLR (D.Del.); (ii) any litigation, arbitration, mediation, judicial or administrative hearing, legal or equitable cause of action or such other similar proceedings that epicRealm Licensing (or its legal counsel) may initiate, prosecute and conclude or threaten to initiate against an Infringing Party for infringement of the Intellectual Property; (iii) any action or activity undertaken by epicRealm Licensing (or its legal counsel) that results in an intellectual property licensing agreement with an Infringing Party for infringement of the Intellectual Property; or (iv) any action or activity undertaken by epicRealm Licensing (or its legal counsel) that results in an any other type of licensing agreement, covenant not to sue agreement, sale or assignment of commercialization rights or intellectual property rights, or any other contract or agreement by and between epicRealm Licensing and an Infringing Party arising out of or related to a grant of rights to the Intellectual Property or forbearance from prosecution of an Enforcement Activity against an Infringing Party.

c. "Enforcement Expenses" shall mean all reasonable expenses arising out of or related to an Enforcement Activity including, without limitation, telephone, copy, facsimile transmission, special

delivery, postage, attorney and paralegal travel and lodging and other expenses customarily billed and charged by Jenner & Block, as well as expenses that may be charged by third-party vendors, such as expert witnesses, document management providers, licensing investigation, court reporters, local counsel and other vendors which are necessary or reasonably required to initiate, prosecute and conclude an Enforcement Activity. For purposes of clarity, nothing in this Agreement shall be deemed to give rise to any right or claim by epicRealm Licensing against Jenner & Block to recoup any Enforcement Expenses.

d. "Gross Revenues" shall mean any money, income, fees, revenues, proceeds or other forms of pecuniary compensation (including, without limitation, attorneys' fees, court costs, enhanced or punitive damages awards or any other types of awards) or Non-Monetary Compensation arising out of or as a result of any Enforcement Activities threatened, initiated, prosecuted and/or concluded by Jenner & Block on behalf of epicRealm Licensing after the Effective Date, including, without limitation, (i) money, income, fees, revenues, proceeds or other forms of pecuniary compensation or Non-Monetary Compensation received by epicRealm Licensing as a result of any agreements entered into with an Infringing Party to license some or all of the Intellectual Property; and (ii) final awards, judgments or settlements (which are not subject to appeal) against an Infringing Party as a result of patent infringement litigation (or similar cause of action) initiated, prosecuted and concluded by or on behalf of epicRealm Licensing. In the event that Jenner & Block is unable to represent or has to discontinue its representation of epicRealm Licensing in connection with any Enforcement Activity as a result of a conflict (or other impediment not in the control of epicRealm Licensing) and epicRealm Licensing is required to retain substitute legal counsel, any Gross Revenues or Non-Monetary Compensation received by epicRealm Licensing as a result of that particular Enforcement Activity shall not be included in the definition of "Gross Revenues" used to calculate the Contingent Fee Award payable to Jenner & Block (if any).

e. "Infringing Party" shall mean Oracle Corporation and Oracle U.S.A., Inc. (collectively "Oracle"); Oracle parent, subsidiaries, and otherwise related companies; Oracle licensees and assignees, Oracle's customers, clients, and purchasers of Oracle products and services, excluding Safelite Group Inc.; Quinstreet, Inc. ("Quinstreet"); Quinstreet parent, subsidiary, and otherwise related companies; Quinstreet licensees and assignees; and Quinstreet customers, clients, and purchasers of Quinstreet products and services, which in the reasonable opinion of epicRealm Licensing infringe or have infringed upon the Intellectual Property and in which an Enforcement Activity is threatened, initiated, prosecuted or concluded against such individual or entity by or on behalf of epicRealm Licensing.

f. "Intellectual Property" shall mean the intellectual property portfolio of epicRealm Licensing including, without limitation, trademarks, service marks, trade and business names, filed and issued United States and foreign patents (including, without limitation, all future or existing foreign equivalents or counterparts, reexaminations, reissues, divisionals, continuations or continuations-in-part related thereto), copyrights, software, computer and source code as more particularly set forth in Exhibit A attached hereto (as such may be amended or modified from time to time by further agreement between the Parties).

g. "Net Revenues" shall mean Gross Revenues less the Enforcement Expenses.

h. "Non-Monetary Compensation" shall mean the monetary value of all consideration, benefit or value received by epicRealm Licensing arising out of or as a result of any Enforcement Activity, including without limitation, non-monetary court orders, cross-license agreements, business arrangements or other benefits that inure to epicRealm Licensing.

2. Scope of Representation. During the term of this Agreement, epicRealm Licensing agrees to retain Jenner & Block on a non-exclusive basis to represent epicRealm Licensing as its legal counsel to initiate, prosecute and conclude Enforcement Activities against Infringing Parties. In consideration for the Contingent Fee Award, Jenner & Block agrees to provide epicRealm Licensing with legal counsel on all matters arising out of or related to Enforcement Activities in which Jenner & Block is retained by epicRealm Licensing. Specifically excluded from the scope of this Agreement are matters which do not arise out of or are not related to the Enforcement Activities including, by way of example and without limitation, the drafting, filing and prosecution of patent applications with the United States Patent and Trademark Office (or any other successor governmental agency) or foreign patent offices and the representation of epicRealm Licensing in corporate transactions or other litigation unrelated to the infringement of the Intellectual Property.

a. Jenner & Block as Primary Legal Counsel. The Parties acknowledge and confirm that although Jenner & Block is being retained to represent epicRealm Licensing on a non-exclusive basis, it is the intent of the Parties to utilize Jenner & Block during the term of this Agreement as epicRealm Licensing's primary legal counsel for the Enforcement Activities and for Jenner & Block to act in a supervisory and coordinating capacity in connection with other legal counsel that may be retained from time to time by epicRealm Licensing in connection with any Enforcement Activities brought by or on behalf of epicRealm against Infringing Parties.

b. Authority. Jenner & Block shall not initiate any discussions or negotiations with or any Enforcement Activities against any individual or entity identified by epicRealm Licensing as an Infringing Party without the prior consent of epicRealm Licensing. epicRealm Licensing shall have the sole and exclusive authority regarding the scope and nature of the terms and conditions of: (i) any licensing agreement entered into with an Infringing Party; and (ii) the disposition of any litigation against an Infringing Party (including, without limitation, whether to accept a settlement offer and the terms and conditions related thereto). The decision whether to initiate an Enforcement Activity against an Infringing Party shall be made by the mutual agreement of the Parties on a case-by-case basis. Jenner & Block shall promptly provide copies to epicRealm Licensing of all correspondence received from an Infringing Party. Prior to distribution, Jenner & Block shall provide to epicRealm Licensing copies of all correspondence to be made to an Infringing Party.

c. Additional Representation: Excluded Litigation. In connection with any Enforcement Activities in which Jenner & Block is representing epicRealm Licensing, Jenner & Block agrees to defend epicRealm Licensing (and its members, officers, directors, employees, representatives, consultants and agents, collectively, the "epicRealm Licensing Parties") against any suit, action, proceeding, counterclaim or other similar causes of action asserted against any of the epicRealm Licensing Parties by an Infringing Party that occurs as a direct result of the threat, initiation or prosecution of such Enforcement Activity (including, without limitation and by way of example, a declaratory judgment action, which is related to the validity of a patent(s) included in the Intellectual Property). The legal fees incurred by an epicRealm Party for such representation by Jenner & Block would be paid to Jenner & Block through the terms of the Contingent Fee Award, as outlined in Section 5. In addition, all legal costs and expenses arising out of or related to such representation would be the responsibility of the epicRealm Party the subject of such litigation and would be paid to Jenner & Block through the terms of the Contingent Fee Award, as outlined in Section 5. Jenner & Block's agreement to defend any of the epicRealm Licensing Parties expressly excludes any other types of suits, actions, proceedings, counter-claims or other similar causes of action brought against any of the epicRealm Licensing Parties by an Infringing Party which do not arise out of or are not related to an Enforcement Activity (the "Excluded Litigation"). In the event that Excluded Litigation is brought against any of the epicRealm Licensing Parties by an Infringing Party, Jenner & Block agrees to offer to represent such epicRealm Licensing Party (subject to any conflicts or other impediments on Jenner &

Block' ability to offer and/or to accept such representation) in such Excluded Litigation at a rate that is at a 5% discount from its regular billing rates. The scope, terms and conditions of such representation shall be governed by a separate engagement letter to be entered into by and between Jenner & Block and the represented epicRealm Licensing Party prior to the commencement of such representation.

3. Conflicts. It is anticipated that from time to time Jenner & Block may have ethical or business conflicts or other commercial or legal impediments that might limit, prevent or preclude Jenner & Block from representing epicRealm Licensing in an Enforcement Activity or which might require Jenner & Block to withdraw from representing epicRealm Licensing in a pending or on-going Enforcement Activity against an Infringing Party. The determination of whether such a conflict or impediment exists or has arisen shall be in the sole and exclusive discretion of Jenner & Block.

a. Conflict or Impediment After Commencement of An Enforcement Activity. In the event that a conflict or an impediment arises or is discovered by Jenner & Block after an Enforcement Activity has been commenced against an Infringing Party, Jenner & Block covenants to promptly inform epicRealm Licensing of such conflict and/or impediment and to use its best efforts to transition the pending Enforcement Activity to another legal counsel as expeditiously as possible in order to minimize or eliminate any disruption or adverse impact to epicRealm Licensing.

b. No Claim to Contingent Fee Award. In the event that Jenner & Block is required to cease its representation of epicRealm Licensing as a result of a conflict or impediment which arises or is discovered by Jenner & Block after an Enforcement Activity has been commenced against an Infringing Party, Jenner & Block shall not have any right or claim to a Contingent Fee Award from any Net Proceeds that may be received by epicRealm Licensing as a result of such Enforcement Activity.

4. Payment of Enforcement Expenses. The Parties agree that epicRealm Licensing shall be solely responsible for the payment of all Enforcement Expenses. In the event that Jenner & Block has either ordered or paid for any Enforcement Expenses, epicRealm Licensing covenants to pay any third-party vendor's invoices promptly upon receipt of such invoices or to reimburse Jenner & Block promptly upon receipt of an invoice from Jenner & Block setting forth in reasonable detail the amount and type of Enforcement Expenses paid by Jenner & Block on behalf of epicRealm Licensing. Any Enforcement Expenses in excess of \$20,000 must be approved in advance by epicRealm Licensing.

5. Contingent Fee Award. In consideration for undertaking an Enforcement Activity on behalf of epicRealm Licensing, Jenner & Block shall be paid a Contingent Fee Award computed as a percentage of the Net Proceeds paid to epicRealm Licensing from such Enforcement Activity and as more particularly set forth below:

Net Proceeds: \$0 to \$15,000,000	Net Proceeds: \$15,000,000.01 to \$50,000,000	Net Proceeds: \$50,000,000.01 to \$75,000,000	Net Proceeds: \$75,000,000.01 and above
33%	28%	24%	20%

a. Payment of the Contingent Fee Award. Except as noted in the following paragraph, epicRealm Licensing covenants to pay to Jenner & Block the entire Contingent Fee Award earned by Jenner & Block for representing epicRealm Licensing in an Enforcement Activity within a

reasonable time (but in any event, no later than 30 days) after the receipt by epicRealm Licensing of the Net Proceeds arising from such Enforcement Activity.

b. Payment of the Contingent Fee Award Over Time. It is understood by the Parties that epicRealm Licensing may from time to time enter into licensing or other types of agreements or settlements to resolve an Enforcement Activity (each, a "Settlement Agreement") where the Net Proceeds will be paid to epicRealm Licensing over the course of the term of the Settlement Agreement. In such event, the Parties agree that the Contingent Fee Award payable to Jenner & Block shall also be paid over the course of the term of such Settlement Agreement. The Parties further agree that Jenner & Block shall continue to be entitled to such Contingent Fee Award even in the event of the termination of this Agreement.

c. Examples. The following examples of how the Contingent Fee Award may be calculated and/or paid to Jenner & Block are provided merely for illustrative purposes and are not meant to be an exhaustive or complete treatment of how these calculations or payment methods may be determined during the term of this Agreement:

Example 1: If epicRealm Licensing resolves an Enforcement Activity with an Infringing Party through an agreement that results in the payment to epicRealm Licensing of an annual licensing or settlement payment during the term of the agreement, epicRealm Licensing is obligated to pay to Jenner & Block an annual Contingent Fee Award during the term of this agreement equal to the applicable percentage of the Net Proceeds arising out of such agreement.

Example 2: If epicRealm Licensing receives a judgment or enters into a settlement which results in a one-time cash payment, epicRealm Licensing is obligated to pay to Jenner & Block a one-time Contingent Fee Award equal to the applicable percentage of the Net Proceeds applicable to such judgment or settlement.

Example 3: If epicRealm Licensing receives intellectual property rights from an Infringing Party in exchange for a license, release, covenant not to sue agreement or other contractual arrangement, epicRealm Licensing is obligated to pay to Jenner & Block a Contingent Fee Award equal to the applicable percentage of the Net Proceeds (as calculated by the fair market value of the intellectual property rights received by epicRealm Licensing).

Example 4: If epicRealm Licensing receives goods, services, property, business contract or benefit or other type of non-monetary consideration in exchange for a license, release, covenant not to sue agreement or other contractual arrangement, epicRealm Licensing is obligated to pay to Jenner & Block a Contingent Fee Award equal to the applicable percentage of the Net Proceeds (as calculated by the fair market value of the goods, services, real property, business contract or benefit or other type of non-monetary consideration received by epicRealm Licensing).

6. Accountings and Reporting Obligations. The Parties covenant to provide each other with certain accounting and financial information as provided below:

a. epicRealm Licensing Reporting Obligations. epicRealm Licensing shall provide Jenner & Block with a bi-annual accounting of all Gross Revenues arising out of or related to any Enforcement Activities in which Jenner & Block has represented epicRealm Licensing.

b. Jenner & Block Reporting Obligations. Jenner & Block shall provide epicRealm Licensing with a monthly statement setting forth in reasonable detail all Enforcement Expenses incurred by

Jenner & Block or paid by Jenner & Block on behalf of epicRealm Licensing. This monthly statement shall also include an accounting of the time expended by Jenner & Block attorneys and legal assistants in representing epicRealm Licensing in each Enforcement Activity and shall specifically identify the applicable Infringing Party for such Enforcement Activity.

7. Impairment of Rights. The Parties covenant that they will not take or forebear from taking any activity or action that would or could be reasonably expected to impair the other Party's rights under this Agreement or in any Enforcement Activity in which Jenner & Block is representing epicRealm Licensing.

8. Arbitration of Disputes.

a. Generally. The Parties acknowledge that situations may arise which are not specifically addressed or contemplated in this Agreement. In that event, the Parties shall make a good faith effort to resolve any dispute relating in any manner to the Agreement or to any services provided pursuant to this Agreement in accordance with the general spirit of this Agreement. If the Parties cannot reach a satisfactory resolution, the Parties (or their authorized successors or assigns) agree that such dispute shall be finally adjudicated by arbitration conducted in Dallas, Texas under the auspices of JAMS®. The details concerning such arbitration, will be agreed upon by the Parties prior to the commencement of arbitration or, failing such agreement, by JAMS®. The arbitrator shall be selected by the mutual agreement of the Parties or, failing such agreement, from a panel of three arbitrators nominated by JAMS®, with each Party having the right to strike one of the arbitrators nominated by the other Party.

b. Disputes Regarding Non-Monetary Compensation. The valuation of any Non-Monetary Compensation shall be made in the reasonable judgment of the Parties in accordance with generally acceptable accounting principles or other appropriate methodologies related to the valuation of non-cash consideration or nonmarketable securities. If the Parties are unable to agree, the value shall be set by a binding arbitration before a single arbitrator in Dallas, Texas, under a "baseball format" (as defined below). The arbitrator shall be selected by the mutual agreement of the Parties or, failing such agreement, from a panel of three arbitrators nominated by JAMS®, with each Party having the right to strike one of the arbitrators nominated by the other Party. For purposes of this Agreement "baseball format" means that each of the Parties shall submit to the arbitrator on an ex parte basis, a proposal on the correct value of the NonMonetary Compensation and the arbitrator shall select one of these proposals (as opposed to the arbitrator's separate determination of the value of such Non-Monetary Compensation).

9. Termination.

a. Termination by epicRealm Licensing. This Agreement may be terminated by epicRealm Licensing at any time by providing 30 days prior written notice to Jenner & Block. If epicRealm Licensing elects to terminate this Agreement, epicRealm Licensing shall: (i) compensate Jenner & Block for all time expended by Jenner & Block on any Enforcement Activity undertaken on behalf of epicRealm Licensing at the regular hourly billing rates charged by Jenner & Block for its attorneys and legal assistants (in lieu of the Contingent Fee Award applicable to such Enforcement Activity); provided, however, that epicRealm Licensing has not terminated this Agreement as a result of a material breach of this Agreement by Jenner & Block (and such breach was not cured within thirty (30) days of the receipt by Jenner & Block of written notice from epicRealm Licensing of such material breach); (ii) reimburse Jenner & Block for all previously unreimbursed Enforcement Expenses incurred by Jenner & Block under this Agreement; and (iii) at the conclusion of any Enforcement Activity, pay Jenner & Block an appropriate and fair portion of the Contingent Fee Award based upon Jenner & Block contribution to the result achieved as of the time of termination of this Agreement (to the extent that Jenner & Block has not already been compensated under Section 9.a.(i) hereunder).

b. Termination by Jenner & Block. If Jenner & Block determines at any time that it is not in its economic interest to continue the representation of epicRealm Licensing pursuant to this Agreement, Jenner & Block may terminate this Agreement by providing 30 days prior written notice to epicRealm Licensing provided that the timing of such a termination shall be in full accord with any applicable ethical or legal responsibilities (e.g. those promulgated by the American Bar Association (ABA) or those outlined by the Illinois Disciplinary Rules of Professional Conduct), which bind or otherwise control the behavior or actions of Jenner & Block. Subsequent to the termination, Jenner & Block shall use best efforts to secure substitute counsel for epicRealm Licensing. If Jenner & Block terminates this Agreement, it shall continue to be entitled to receive compensation from epicRealm Licensing pursuant to (i), (ii) and (iii) in the preceding paragraph up to the date of such termination LESS the reasonable costs incurred by epicRealm Licensing to transition any pending or on-going Enforcement Activities that had been commenced with Jenner & Block to successor legal counsel.

10. Right to Files; Cooperation. Within sixty (60) days of the termination of this Agreement or promptly upon receipt of a written request from epicRealm Licensing, Jenner & Block shall deliver copies of all files and documents, including, without limitation, all reports, memoranda, or other materials held by Jenner & Block arising out of or related to any Enforcement Activity in which Jenner & Block represented epicRealm Licensing. Jenner & Block covenants to cooperate with any successor or additional legal counsel engaged by epicRealm Licensing in connection with any Enforcement Activities.

11. Successors and Assigns. This Agreement (and the right, duties and obligations arising hereunder) may not be assigned without the prior, written consent of the non-assigning Party. In the event that a Party ceases to exist as a legal entity, the other Party shall have the right (but not the obligation) to continue under the terms of this Agreement with any successor entity to the dissolving Party.

12. Notices. All notices, demands, or requests provided for or permitted to be given pursuant to this Agreement must be in writing to be effective and shall become effective either when: (a) personally delivered to the Party to which such notice, demand, or request is directed; (b) mailed by registered or certified mail with return receipt requested on the earlier of the date actually received by the Party to which such is directed or (whether ever received or not) or three (3) Business Days after the same is deposited in the United States Mail, addressed to such Party at the address set forth in the signature page; or (c) if sent via facsimile upon receipt with proof of confirmed answer back of the date of transmission.

13. Choice of Law. THIS AGREEMENT AND THE OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE INTERPRETED, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS THEREUNDER.

14. Waiver. No consent or waiver, express or implied, by any Party to, or of, any breach or default by the other Party in the performance by such other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations hereunder. Failure on the part of either Party to complain of any act or failure to act of the other Party or to declare such other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting Party of its rights hereunder.

15. Amendment; Modification. This Agreement may be amended or modified from time to time but only by a written instrument executed by the Parties. This Agreement may not be amended by oral statements. This written Agreement represents the final and complete agreement of the Parties regarding the subject matter of this Agreement and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. There are no oral or unwritten agreements regarding the subject matter of this

Agreement.

16. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17. Further Assurances. The Parties agree to promptly execute such other documents and instruments as are necessary or reasonably necessary to consummate this Agreement and the transactions contemplated hereunder.

18. Counterparts. Multiple originals of this Agreement may be executed simultaneously, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

19. Confidentiality. The terms and conditions of this Agreement as well as the existence thereof, is strictly confidential and (except as otherwise required by law) shall not be disclosed (in whole or in part) by either Party (including such Party's agents, representatives, officers, directors, principals, stockholders, members or legal counsel) without the prior, written consent of the other Party.

20. Rules of Construction. It is acknowledged and confirmed that each Party and its respective legal counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any subsequent amendments hereto.

21. No Other Rights. Nothing in this Agreement, or in any transaction contemplated hereby, express or implied, shall give or be construed to give to any individual or entity other than the Parties any legal or equitable right, remedy, privilege, immunity or claim under this Agreement or by reason of such transaction, all of the covenants and provisions of this Agreement being for the sole benefit of the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective date.

EPICREALM LICENSING, LP

By: 

Name: Terry Fokas

Title: Managing Member

Address: 1700 Pacific Avenue, Suite 2320
Dallas, Texas 75201 Facsimile (214) 397-0778

JENNER & BLOCK LLP

By: 

Name: Greg Bullopa

Title: Partner Managing Partner

Address: 330 N. Wabash Avenue
Chicago, Illinois 60611
Facsimile: 312 923 8405

[SIGNATURE PAGE TO THE CONTINGENT FEE AGREEMENT]

EXHIBIT A

INTELLECTUAL PROPERTY PORTFOLIO

BB File No.	Application or Patent No.	App. or Issue Date	Inventor(s)	Title
066241.0102	6446111	09/03/02	Lowery, Keith A.	Method and Apparatus for Client-Server Communication Using a Limited Capability Client Over a Low-Speed Communications Link
066241.0104 CVP	09/590760	06/08/00	Davidson, David K. Saxena, Avinash C. Lowery, Keith A.	Method and Apparatus for Content Synchronization
066241.0105 CVP	09/592486	06/08/00	Davidson, David K. Saxena, Avinash C. Lowery, Keith A.	Method and Apparatus for Dynamic Data Flow Control
066241.0109	09/731365	12/06/00	Saxena, Avinash C.	Method and System for Adaptive Prefetching
066241.0110	09/759392	01/12/01	Chin, Bryan S. Consolver, David A. DeMasters, Gregg A. Lowery, Keith A.	Method and System for Community Data Caching
066241.0111	09/640478	08/16/00	Saxena, Avinash C.	Method and System for Uniform Resource Locator Transformation
066241.0117	09/759406	01/12/01	Chin, Bryan S. Consolver, David A. DeMasters, Gregg A. Lowery, Keith A.	Method and System for Dynamic Distributed Data Caching
066241.0119 DIV	6415335	07/02/02	Howell, Ronald L. Levine, Andrew B Lowery, Keith A.	System and Method for Managing Dynamic Web Page Generation Requests
066241.0125	5894554	04/13/99	Howell, Ronald L. Levine, Andrew B Lowery, Keith A.	System for Managing Dynamic Web Page Generation Requests by Intercepting Request at Web Server and Routing to Page Server Thereby Releasing Web Server to Process Other Requests

(including, without limitation, all know-how, trade secrets, discoveries, concepts, ideas, technologies, whether patentable or not, including processes, methods, formulas and techniques related to the foregoing, any and all written, unpatented technical or scientific information developed or acquired by epicRealm, including laboratory and clinical notebooks, research data, research memoranda, computer software (including source code or database code), computer records, scientist's notes, consultant reports, research reports from third parties, abandoned patent applications, invention disclosures, patentability reports and searches, patent and literature references, and the like related to such patents and patent applications; (ii) any and all trademarks, copyrights, copyright registrations and copyrightable subject matter owned or controlled by epicRealm related to such patents and patent applications; and (iii) any domain names, URLs, source code, trademarks, copyrights, copyright registrations and copyrightable subject matter owned or controlled by epicRealm that are not otherwise related to such patents and patent applications)

EXHIBIT B

epicRealm Licensing, LP

September 21, 2007

George S. Bosy
Jenner & Block LLP
330 North Wabash Avenue
Chicago, Illinois 60611

Re: *Assignment of Contingency Fee Agreement*

Dear George:

Reference is made to the Contingent Fee Agreement (the "Fee Agreement"), dated June 27, 2007, by and between Jenner & Block LLP ("Jenner & Block"), and epicRealm Licensing, LP ("epicRealm Licensing"). Pursuant to the Fee Agreement, epicRealm Licensing retained Jenner & Block to represent it with regard to certain patent infringement actions pending in the United States District Court for the District of Delaware and captioned *Oracle Corp. And Oracle U.S.A., Inc. v. epicRealm Licensing, LP*, Civ. No. 06-CV-414-SLR (D.Del.) and *Quinstreet, Inc. v. epicRealm Licensing, LP*, Civ. No. 06-CV-495-SLR (D.Del.) (collectively, the "Delaware Actions").

In August 2007, epicRealm Licensing assigned all of its right, title and interest and claims to its entire patent portfolio and the Delaware Actions to Parallel Networks, LLC ("Parallel Networks"). In connection with the foregoing assignment, epicRealm Licensing also wishes to assign the Fee Agreement to Parallel Networks so that Jenner & Block can continue to represent Parallel Networks in the Delaware Actions. Parallel Networks wishes to be represented by Jenner & Block in the Delaware Actions on the terms and conditions of the Fee Agreement and agrees upon the assignment of the Fee Agreement to assume and be responsible for each and all obligations, commitments, promises and agreements of epicRealm Licensing thereunder.

Pursuant to Section 11 of the Fee Agreement, assignment may be made with the prior, written consent of the non-assigning party. Accordingly, if Jenner & Block consents to the assignment of the Fee Agreement from epicRealm Licensing to Parallel Networks and agrees to represent Parallel Networks on the terms and conditions of the Fee Agreement, kindly execute a copy of this letter in the space provided below and return same to my attention. Except for substituting

George S. Bosy
September 21, 2007
Page 2

Parallel Networks for epicRealm Licensing, all of the terms and conditions of the Fee Agreement shall remain unmodified and in full force and effect as between Jenner & Block as attorney and Parallel Networks as client.

Very truly yours,

epicRealm Licensing, LP




Terry Pokas
Manager

Parallel Networks, LLC



Managing Partner

THE ASSIGNMENT OF THE FEE AGREEMENT
TO PARALLEL NETWORKS, LLC, IS
AGREED AND ACCEPTED:



George S. Bosy
Partner
Jenner & Block LLP

Dated: Sept 27, 2007